

BOC Returns Policy

General note

- This policy applies when you wish to return items because they are no longer required.
- This policy does not affect your statutory or contractual rights related to faulty or defective products.
- Proof of purchase will need to be established before a return can be accepted.
- This policy only applies to gases supplied in cylinders. It does not apply to tonnage, bulk or CRYOSPEED® gases.
- Please note that there is a distinction between gases and all other goods.

Right to cancel

You have the right to cancel part or all of an order for any reason within 14 days of receiving the gas or goods. You may cancel an order for a service at any point up until provision of the service has begun.

To exercise this right to cancel you can either:

- (a) call into a Gas and Gear shop;
- (b) call us on 1800 355 255.

If you are a consumer customer you may also fill in and return the Cancellation Form below, however to ensure that your request will be processed as quickly as possible we would recommend you call us on the number above instead.

Returning gas or goods to BOC

- For gas you must either return the gas to a BOC Gas and Gear shop or arrange for BOC to collect the gas by calling 1800 355 255. In either case you will have to bear the direct cost of returning the gas to us. Where BOC collects the gas from you we will charge you our **standard delivery charge**. For safety reasons you should not attempt to post any gas cylinders.
- Goods bought in a BOC Gas and Gear shop should be returned there. For goods bought other than in a Gas and Gear shop BOC will provide you with a returns address when you notify us that you wish to cancel the order. You will have to bear the direct costs of posting the products back to us.

Refunds if you are a business customer

- If you cancel an order, we will not charge you, or where you have already paid we will reimburse you, subject to the deductions or exclusions below, the price you paid for the gas, goods and services (including any applicable surcharges). Other charges such as delivery/customer collection charges and rental charges are non-refundable.
- We are unable to refund: (a) any gas in cylinders where you have broken the valve seal (this is for health protection reasons); (b) medical gases in cylinders with or without valve seals intact (this is for health protection reasons); (c) goods that are returned to us other than in new condition with any packaging or containers undamaged (d) goods that have specifically made or obtained to customer order; (e) goods that have been personalised; and (f) any product that once it has been delivered deteriorates rapidly (e.g. Dry Ice and Liquid Helium).
- We will deduct a restocking fee of 25% of the invoiced item value (exclusive of VAT, where applicable), so the credit will normally be 75%

of the amount you have paid for the item. This fee will not apply where an item is exchanged for equipment (not gas) of a similar value.

- If you cancel an order for a service we may deduct from the amount we refund to you any costs that BOC has already incurred at the time when you cancel the order.
- We will make the reimbursement within 14 days after the day we receive back any gas or goods supplied or, if earlier, 14 days after the day evidence is provided that the gas or goods have been returned. If no gas, goods or services were supplied, 14 days after the day on which we are informed about your decision to cancel the contract. The reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

Refunds if you are a consumer customer

This section applies only to customers who are individuals acting wholly or mainly outside the course of a trade, business or profession. Your statutory rights are not affected by this policy.

If you cancel an order, we will not charge you, or where you have already paid we will reimburse you, for:

- (a) subject to any deductions or exclusions below, the price you paid for the gas, goods and services (including any applicable surcharges);
 - (b) delivery/customer collection charges (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us) where you return all goods in that order. We will not refund delivery charges where only part of an order is delivered and subsequently returned to us; and
 - (c) rental charges (where applicable).
- We are unable to refund: (a) any gas in cylinders where you have broken the valve seal (this is for health protection reasons); (b) medical gases in cylinders with or without valve seals intact (this is for health protection reasons); (c) goods that have been specifically made or obtained to customer order; (d) goods that have been personalised; and (e) any product that once it has been delivered deteriorates rapidly (e.g. Dry Ice and Liquid Helium).

- We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. Unnecessary handling is that which goes beyond the sort of handling that might be allowed in a shop.

- If you cancel an order for a service after provision of that service has begun we may deduct an amount proportionate to the amount of the service that has been provided at the time when you cancel the order.

- We will make the reimbursement within 14 days after the day we receive back any gas or goods supplied or, if earlier, 14 days after the day evidence is provided that the gas or goods have been returned. If no gas, goods or services were supplied, 14 days after the day on which we are informed about your decision to cancel the contract. The reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

Model Cancellation Form

To BOC Gases Ireland Limited, Bluebell, Inchicore, Dublin 12,
irelandsales@boc.com:

I/We [*] hereby give notice that I/We [*] cancel my/our contract of sale of
the following goods [*] / for the supply of the following service [*],

Ordered on [*] / received on [*]

Order number (if known)

Name of consumer(s)

Address of consumer(s)

Contact telephone number

Signature of consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate

Please note that when you submit this form BOC will contact you for
further details and to process the return of any items. BOC will use the
telephone number you provide above and/ or any other contact details
we hold for you.