

Hallsville Independent School District

For the Consideration of the Board of Trustees

Date of Board Meeting:

Topic: Vendor over \$50,000 (Perkins Grant -\$69,807)

Background and Rationale:

A LiveArc is a reality-based welding training system by Miller that combines live arc welding with augmented reality technology to provide immediate, hands-on feedback on welding techniques. It uses a motion-tracking camera to monitor the movements of a MIG Smartgun and a SmartStinger for Stick welding. The system tracks parameters like travel speed and angle, offering haptic feedback and performance data to improve welding skills faster than traditional methods.

How it works: Motion-Tracking Technology:

Cameras with embedded LEDs on the Smartgun and SmartStinger track the operator's movements in 3D space.

Real-Time Feedback: The system provides instant visual feedback on the operator's performance via a monitor and through distinct haptic (vibration) feedback in the gun when parameters are out of range.

Augmented Reality: The system uses augmented reality to deliver a comprehensive, hands-on learning experience by combining real welding with simulated elements, allowing for safe and efficient training in various welding processes (MIG, flux-cored, Stick).

Performance Analytics: The LiveArc system stores and recalls progress for each operator, providing detailed analytics to monitor and improve improvement.

**Relationship to Strategic Plan:
College and Career Readiness****Personnel Affected:**

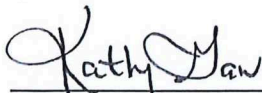
Ag Mechanics

Instructors

Budget Implications:

- ☒ Include in this year's budget
- ☐ Amendment of this year's budget required
- ☐ Increase in this year's budget required
- ☐ Expenditures required for next year's budget
- ☐ N/A

Recommendation: Approve as recommended



Signature
(Person Bringing Information to the Board)



Superintendent's Signature

Hallsville ISD
BEST VALUE DOCUMENTATION REQUEST
TEC 44.031 (a)(b), 44.033 (c)

Date: 10-03-20

Requisition/PO # _____

Requested By: Kathy Gaw

Campus/Department: Career + Technical Education

Quote Description: Live Arc/MIG Smartgun + STIC

Purpose of Request: Machine provides safety, instant feedback on welding techniques, provides skill development in a controlled environment.
All written quotes are to be attached to this request form.
Provides career readiness skills

1. Company Name: Matheson Phone: (800) 424-9300

Contact Person: _____ Fax: _____

Terms, Conditions and Delivery Terms: (See attached)

Written Quote Received: (Yes) or No Purchase Price: \$ 69,806.79

2. Company Name: American Welding Supply Phone: (888) 272-5970

Contact Person: _____ Fax: _____

Terms, Conditions and Delivery Terms: (See attached)

Written Quote Received: (Yes) or No Purchase Price: \$ 105,442

3. Company Name: Grainger Phone: (800) 412-4643

Contact Person: _____ Fax: _____

Terms, Conditions and Delivery Terms: (See attached)

Written Quote Received: (Yes) or No Purchase Price: \$ _____

Purchasing Agent or Business Manager Approval _____

Date Approved _____

Comments: _____



MATHESON
The Gas Professionals

QUOTATION

41256311977

QUOTE

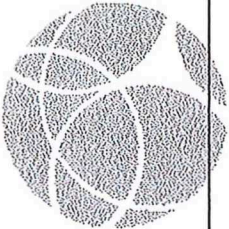
FOR CHEMICAL EMERGENCY
SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT
CALL CHEMTREC - DAY OR NIGHT
800-424-9300
For calls originating outside the Continental U.S.:
202-483-7818 - Washington, DC, Collect
ALL CALLS ARE RECORDED

CAUTION: Use no oil or lubricant of any kind on oxygen cylinders, valves, gauges, regulators, or other fittings as such is dangerous and may cause explosions.

S H I P T O
HALLSVILLE ISD - WELDING SHOP
616 CAL YOUNG RD
HALLSVILLE TX 75650

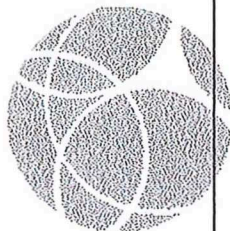
S O L D B Y
MATHESON TRI-GAS INC
1618 WEST COTTON STREET
LONGVIEW TX 75604
903-686-1420

QTE		05-SEP-25 12:07PM sbryan		903-668-5990		Ship Date: 09/05/25		SB					
ORDER 0042002981-00		DATE 09/05/25		TERR 430056		SALES 000973		SHIP VIA WILL CALL		UPS 0		PAGE 001 OF 001	
CUST 133020		NAME HALLSVILLE ISD		BRN 430056		HDD P/O QUOTE				OTHZN 00		COL PPD X	
QTY SHIPPED	UOM	H M	DESCRIPTION HAZARD CLASS & I.D. NUMBER	LINE NO.	ITEM NUMBER	QTY ORDERED	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT		
We reserve the right, in our sole and exclusive discretion, to refuse to sell our products to anyone for any reason.													
***** QUOTE *****													
Quote Expiration Date: 08/28/25													
** Location: 430056 **													
1	EA		LIVEARC WITH MIG SMARTGUN & STIC K SMARTSTINGER 907714001	1	MIL 907714001	1	0			69806.790	69806.79N		
MFG PART #:907714001													
*** Serial Numbers Required ***													
										Subtotal	69806.79		
										Tax	0%	.00	
										Total Sale	69806.79		



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NOTE	☐ CARRIERS VEHICLE PLACARDED ACCORDING TO EXISTING REGULATIONS	CASH RECEIVED	\$
TOTAL EMPTY CYLINDERS RETURNED SUBJECT TO INSPECTION AT SELLER PLANT			
RECEIVED - FOR SELLER		ACCEPTED - FOR ABOVE VENDEE	

ORDER #

CUSTOMER #

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

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Global provider of Welding, Safety, and Industrial supplies for the oil, gas, and construction sector.

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907714001 / LiveArc™ Welding Performance Management System for GMAW, FCAW & SMAW Applications





907714001 / LiveArc™ Welding Performance Management System for GMAW, FCAW & SMAW Applications

\$71,698.99

Availability **In stock**

SKU : 907714001

A live welding training system designed to refine and enhance welding techniques.

Processes

Flux Cored (FCAW)

MIG (GMAW)

Stick (SMAW)



- 1 +

+ ADD TO CART





MILLER LiveArc Welding Perf Mgmt System

Item **54TT28** Mfr. Model **907714001**

Web Price

\$105,442.71 / each

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

☒ Ship

☐ Pickup

Ships from supplier. Expected to arrive by end of Dec, 2025.

Ship to 75601 | [Change](#)

Shipping Weight **527 lbs**

[Ship Availability Terms](#)

[Add to List](#)

Product Details

Catalog Page **N/A**

Brand **MILLER ELECTRIC**

Product Type **LiveArc Welding Performance Management System**

Processes

MIG Welding (GMAW); Flux-Cored Welding (FCAW); Stick Welding (SMAW); Pulsed MIG (GMAW-P)

Phase **Single-Phase**

Input Frequency **60 Hz**

Input Voltage **120V AC**

Displayed Brand **MILLER ELECTRIC**

Features

Instructor Interface; Motion Tracking Technology; Touch Screen Monitor; Weld Operator Interface

Includes

(2) Table Clamps; (5) 0.045 in Contact Tips; (5) 0.052 in Contact Tips; C Clamp Assembly; Calibration Tool; Extension for Right and Left Hand Applications; Extra Tregaskiss Consumables [(5) 0.035 in Contact Tips; Heavy-Duty 5/8 in Bore 1/8 in Recess Nozzle; Heavy-Duty 5/8 in Bore 1/8 in Stickout Nozzle; Heavy-Duty 5/8 in Bore Flush Nozzle; MIG SmartGun; Removable Arm; Router Box; SMAW SmartStinger; Software Update for SMAW Applications

Manufacturer Part Number **907714001**

For Use With **LiveArc Software**

Joint Type **Butt Joint; Lap Joint; Single V-groove; Single-Bevel Groove; T-Joint**

Tracked Technique Parameters

Aim; Arc Length; CTWD; Travel Angle; Travel Speed; Work Angle

Weight **527 lb**

Documents



Miller Electric LiveArc System Spec Sheet

Overall Height **77.5 in**

Overall Width **46 in**

Power Cord Length **12 ft; 15 ft**

Sub-brand **LiveArc(R)**

Display Size **21-1/2 in**

Output Range

SmartGun 400A @ 60% Duty Cycle, SmartStinger 250A @ 60% Duty Cycle

UNSPSC **60106108**

Country of Origin **USA (subject to change)**

Matheson Tri-Gas, Inc.

TERMS AND CONDITIONS OF SALE

"MATHESON" means, collectively, Matheson Tri-Gas, Inc. and/or its various affiliates. "PURCHASER" means the buyer, and those in privity with buyer, of the Products from MATHESON.

1. **Sale Terms.** PURCHASER's offer to buy and MATHESON's subsequent sale to the PURCHASER, of the cylinder or specialty gases and/or equipment (the "Product" or "Products") listed in MATHESON's Quotation or PURCHASER's order is expressly subject to and governed by the following terms and conditions. These terms govern PURCHASER's past and future purchases from MATHESON of Products, if those purchases are not covered by another written document that both parties have signed.

2. **Price.** All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face of the quotation. In case of a conflict between the terms and conditions stated herein and those appearing on the face of the quotation, the latter shall control. The prices of Products are MATHESON's published prices and/or as stated in the quotation, however, MATHESON reserves the right to change the prices to PURCHASER. All prices are listed F.O.B. shipping point, MATHESON standard domestic packaging, insurance and freight not included. Title and risk of loss for the Products shall pass at the F.O.B. point unless delivered in a MATHESON vehicle. Payments by PURCHASER shall be due net cash fifteen (15) days from the date of MATHESON's invoice. Minimum invoice billing is \$50.00 excluding cylinder deposits. For international shipments, all prices are Ex Works, MATHESON's production or shipping facility, unless otherwise expressly agreed upon and separate pricing and shipping instructions are accepted by MATHESON. Under no circumstances does the sale of any Products include any technical data or proprietary rights of any kind.

3. **Taxes.** The PURCHASER shall pay to MATHESON, in addition to the price or prices specified, the amount of all governmental sales, personal property, excise, import or export duties, or other similar taxes or charges, present or future, that MATHESON may be required to pay or collect from the PURCHASER with respect to the production, sales, transportation or use of any gases or equipment sold or furnished by MATHESON to PURCHASER, except taxes imposed upon or measured by net income and taxes for which the PURCHASER shall have furnished MATHESON with applicable exemption certificates.

4. **Delinquent Accounts.** If MATHESON must make efforts to collect amounts due from PURCHASER, MATHESON shall be entitled to collect as an additional charge all expenses of the collection effort, including (i) reasonable attorneys' and expert witness fees; and (ii) interest on the amount due from the date due at the prime interest rate plus five percent, or up to the maximum rate permitted by law, whichever is less. MATHESON reserves the right to (i) change credit terms to PURCHASER; (ii) cancel; or (iii) delay delivery of Products, in the event PURCHASER fails to make prompt payment therefore, or in the event of an arrearage in PURCHASER's account. MATHESON reserves, and PURCHASER grants to MATHESON, a purchase money security interest in all Products shipped to PURCHASER (and all reselling proceeds) until MATHESON receives payment in full for those Products and any related charges. MATHESON may file a financing statement with appropriate state and local authorities to perfect MATHESON's security interest. At MATHESON's request, PURCHASER will promptly execute all documents necessary to protect MATHESON's interest in the secured property; alternatively, MATHESON may file a copy of these terms and the other applicable contract documents.

5. **Delivery and Cylinder Care.** All gas Products furnished by MATHESON shall be delivered in MATHESON cylinders, FOB shipping point. MATHESON may fill a customer owned cylinder provided such a cylinder and valve satisfies all industry, Compressed Gas Association, State and/or Federal requirements and those of MATHESON. MATHESON cylinders used for the delivery of Products furnished hereunder shall be manufactured in accordance with the rules and regulations of the U.S. Department of Transportation or Transport Canada, as applicable. PURCHASER may not loan or refill any MATHESON cylinder. Whenever the pressure of the compressed gas in said cylinders is reduced to the minimum required working pressure, the PURCHASER shall close the valves of said cylinders before detaching them from the PURCHASER's apparatus and shall return said cylinders, complete with valves closed and all fillings attached, in good condition and repair and with the protective cap in place securely tightened, to the shipping point of MATHESON from which the cylinders were originally shipped to the PURCHASER, with all transportation and delivery charges prepaid by the PURCHASER.

6. **Gas Cylinder Rental Terms.** The PURCHASER shall pay the cylinder rental charge specified in MATHESON's cylinder rental terms (the "Gas Cylinder Rental Terms") in effect and as may be modified from time to time. Products are generally

not returnable; however, if a Product is returnable, in MATHESON's sole discretion, a restocking charge will be applied to all Products accepted for return to MATHESON. No portion of the purchase price will be returned if any returned Product has been used or damaged. No credits will be allowed for gases or equipment returned without MATHESON's express prior written authorization. Credit memos will be issued when cylinders are returned. Current payments for invoices may be reduced by the amount of each credit memo. When they are so reduced, include the credit memo number with your payment. No reductions in payments will be allowed without reference to a credit memo number. If PURCHASER does not claim credits within one year of issuance of credit memo, the credit shall be deemed void and revert to MATHESON. In the event of termination for any reason, PURCHASER shall purchase any unused or expired non-standard products held in inventory at MATHESON locations specifically for PURCHASER. MATHESON reserves the right to change the Gas Cylinder Rental Terms to PURCHASER.

7. **Cylinder Return.** PURCHASER'S obligation to pay accrued but unpaid cylinder charges shall survive termination and cylinder demurrage charges shall continue to accrue after termination until all MATHESON cylinders have been returned or if not returned, on the date PURCHASER pays MATHESON for the value of such cylinders as provided herein. PURCHASER shall immediately utilize best efforts to return to MATHESON all of MATHESON's cylinders and other containers (herein collectively called "cylinders"). All cylinders not returned to MATHESON within three hundred sixty-five (365) days of termination shall be deemed lost or destroyed, and PURCHASER shall pay MATHESON the value of the cylinder at MATHESON's then prevailing applicable cylinder replacement charge. However, if a cylinder so paid for is subsequently returned to MATHESON within an additional three hundred and sixty-five (365) day period, MATHESON shall credit PURCHASER'S account with the amount PURCHASER paid, less expenses and any necessary repair charges incurred by MATHESON.

8. **Purchaser Obligations.** The PURCHASER shall instruct its employees, agents and representatives to comply, and at all times the PURCHASER shall strictly comply, with all applicable federal, state and local statutes, regulations and orders regarding the safe handling, transportation and use of the Products. PURCHASER acknowledges that it understands the hazardous nature of the Products and that PURCHASER shall warn, protect, and train, as appropriate, all employees, customers, and other persons who may be exposed to those hazards. PURCHASER also acknowledges and agrees that MATHESON has provided PURCHASER with all relevant Material Safety Data Sheets and that additional Material Safety Data Sheets are available upon request. PURCHASER is aware that OSHA regulations may require PURCHASER to develop and implement a written chemical hazard communications program for PURCHASER'S employees, customers and/or others with respect to the Products. PURCHASER understands that the Products must not be used without first consulting the Material Safety Data Sheets. PURCHASER shall ensure that all employees, customers, and other persons who might become exposed to the Products receive and refer to copies of the Material Safety Data Sheets. PURCHASER agrees to comply with all U.S. export regulations which control the Products it purchases from MATHESON, including, but not limited to, the Export Administration Regulations administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations administered by the U.S. Department of State.

9. **Termination.** MATHESON may immediately terminate any order upon written notice to the PURCHASER if any proceeding in bankruptcy or for receivership shall be instituted by or against the PURCHASER, or if the PURCHASER shall make an assignment for the benefit of its creditors or shall become insolvent or admit its inability to pay its debts as and when they become due. In addition, MATHESON may immediately terminate upon written notice to the PURCHASER, if the PURCHASER is in breach of any material condition or obligation hereunder and such breach has not been remedied within thirty (30) days (or such longer period as shall be reasonably necessary to effect a cure, provided that all reasonable efforts to effect a cure shall have been commenced within such thirty (30) day period and are continuing) after written notice of such breach has been given to the PURCHASER. Without limiting the generality of the foregoing, for purposes hereof, the PURCHASER shall be deemed to be in breach of a material condition hereof, and no cure shall be permitted, and MATHESON shall be entitled to immediately terminate, if any amount due and owing to MATHESON for Products, cylinder charges, or other goods or services shall be past due for more than thirty (30) days after written notice thereof has been given to the PURCHASER, or if the PURCHASER violates any technical or safety directions given by MATHESON with respect to any Product or breaches Paragraph 8 above. In the event of cancellation

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or termination, for any reason, the full amount of the PURCHASER's order shall be immediately due and owing to MATHESON less MATHESON's ability to reasonably mitigate damages, if at all, however, payment to MATHESON shall be not less than 50% of order value.

10. **Warranty.** MATHESON warrants that the Products when delivered to the PURCHASER shall conform to MATHESON's standard specifications. MATHESON also warrants that the Products shall be lawfully sold to give PURCHASER good title thereto. If any Product delivered hereunder shall not be as warranted, PURCHASER'S sole and exclusive remedy shall be to reject the non-conforming Product and to require MATHESON to repair (if repair is reasonably feasible) or replace it at no cost to the PURCHASER; provided that the PURCHASER shall give MATHESON notice of its claim within thirty (30) days of the date of delivery of the non-conforming Product to PURCHASER or the end user (whichever is earlier) and shall also permit MATHESON to inspect and/or test the Product to confirm that it is non-conforming by returning the Product to MATHESON freight prepaid. This warranty is void for any Product that has been repaired or altered by anyone other than an authorized employee of MATHESON, or that has been subject to corrosion, erosion, abuse, misuse, negligence, accident, or improper installation or operation. In no event shall MATHESON's liability exceed the value of the Product purchased for which a claim is made. THE WARRANTIES AND REMEDIES STATED IN THIS SECTION ARE EXCLUSIVE. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

11. **Indemnification and Limitation.** MATHESON shall not be liable for, and the PURCHASER hereby indemnifies and agrees to defend MATHESON from and against any claims arising from, the death or injury to any persons or damage to any property (i) attributable to the negligence or willful misconduct of the PURCHASER or any end user or of the respective employees or agents of either and whether joint or concurrent; or (ii) the use by the PURCHASER or any end user of any Products in combination with other substances. The PURCHASER shall not be liable for, and MATHESON hereby indemnifies and agrees to defend the PURCHASER, subject to the limitations of Paragraph 10 above, from and against any claims arising from, the death or injury to any persons to the extent attributable to the negligence or willful misconduct of MATHESON or its employees or agents. In no event shall MATHESON or the PURCHASER be liable for any incidental, special, indirect or consequential damages, including, without limitation, loss of profits or business opportunity arising out of any purchase order or its breach, even if advised of the possibility of those damages. Notwithstanding the foregoing or anything to the contrary in PURCHASER's order or any other document, except for personal injury caused by MATHESON's sole negligence, MATHESON's liability for any damages howsoever occurring, whether based in tort, warranty, strict liability, negligence or any other theory of law shall be limited to and not exceed the payment, if any, received by MATHESON for the specific unit of Products or service furnished or to be furnished, as the case may be, which is the subject of any claim or dispute, even if a term of any agreement fails of its essential purpose. PURCHASER agrees the forgoing exclusion and limitation is a reasonable allocation of risk. No action, regardless of form, arising out of, or in any way connected with, the Products furnished by MATHESON, may be brought by PURCHASER more than one (1) year after the cause of action has accrued.

12. **Force Majeure.** Shipping dates are estimates and not guaranteed. Neither party shall be responsible in damages or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strike, lockout or other industrial disturbance, fire, earthquake, explosion, flood, storm, Act of God, accident, governmental action or regulation, armed conflict, civil disturbance, terrorism, curtailment or failure to obtain sufficient raw material, labor or utilities, machinery or equipment breakdown, lack of transportation or distribution facilities, or any other causes whatsoever (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of reasonable diligence, it is unable to overcome.

13. **Law.** These terms shall be governed by and construed in accordance with the law of the State of New Jersey, without regard to its law concerning conflict of laws. These terms, together with Product specifications and the applicable quotation by MATHESON, if any, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all existing agreements and understandings, oral or written, relating to the subject matter hereof. No waiver of any breach of any provision hereof shall be deemed to be a waiver with respect to the breach of such provision or any other provision of these terms on any subsequent occasion. Both parties hereto hereby waive all right or entitlement to trial by jury in connection with any dispute that arises out of or relates in any way hereto. All notices required or permitted and all requests for approvals, consents, and waivers must be in writing and must be delivered to the parties at their respective addresses by a method providing for proof of delivery. Any notice or request will be deemed to have been given on the date of receipt.

14. **Controlling Terms of Sale.** MATHESON desires to provide you with prompt and efficient service. However, to negotiate individually, the terms and conditions of each sales contract would substantially impair MATHESON's ability to provide such services. Accordingly, products furnished and services rendered by MATHESON are sold only on the terms and conditions stated herein and notwithstanding any terms or conditions on PURCHASER's order or order acknowledgment form, which are expressly rejected, MATHESON's performance of any contract is expressly made conditional on PURCHASER's agreement to and acceptance of MATHESON's terms and conditions. Commencement of performance, shipment and/or delivery shall not be deemed or construed to be acceptance of PURCHASER's terms and conditions, or any of them. PURCHASER's acceptance of any Product furnished hereunder shall be deemed assent to and acceptance of all the terms and conditions stated herein. MATHESON shall not be bound by any provision in the PURCHASER's orders, confirmation or order acknowledgment notices or other business forms. Any conflict between the terms and conditions of a purchase order, confirmation notice or other business form and the terms herein shall be resolved in favor of the terms herein. No modification of any of the provisions of these terms shall be effective unless made in a writing signed by both parties and specifically identifying the provisions of these terms to be modified. Each term hereof is severable. If a court having jurisdiction determines that any term is invalid or unenforceable under applicable law, that determination will not affect the other terms hereof and/or any contract, as the case may be, which other terms will continue to be enforced as if the invalid or unenforceable terms were omitted.

15. **Surcharges.** Surcharges are intended to cover the increasing costs faced by MATHESON, including, but not limited to, complying with federal, state and local regulations involving the storage, transportation and disposal of hazardous materials, energy/fuel price spikes, loss of local production facilities, raw material or commodity supply dislocations, and other similar or dissimilar events. The amount of the Surcharge may not be specifically related to actual costs incurred by MATHESON, which may vary by the type of product or service, geographic location, and time. The Surcharge, unless specifically identified otherwise, is not a federal, state or local tax and it is not required by any federal, state or local agency or authority. MATHESON retains the entire amount of the Surcharge. See Gas Cylinder Rental Terms for other applicable Surcharges. A hazardous material surcharge of \$14.95 will be added to each invoice. Ozone Depleting Chemicals (ODC's) as defined by the Federal Government shall carry a surcharge per pound. This applies to ODC's that are purchased as pure products as well as those purchased in mixtures.

16. **Confidential Information.** Unless covered by a separate Nondisclosure Agreement executed by the parties, PURCHASER acknowledges that all information and materials which come into PURCHASER's possession or knowledge in connection with its purchase of Products and which is marked, identified, or accepted as confidential or proprietary ("Confidential Information"), consists of confidential or proprietary information the improper disclosure or use of which will be damaging to MATHESON. Therefore, PURCHASER agrees to hold all Confidential Information in confidence, to disclose Confidential Information only to those of its employees having a need to know, not to disclose Confidential Information to any other party, and not to use Confidential Information other than for PURCHASER's performance pursuant to these terms.

17. **Headings.** The headings contained herein are for convenience of reference only and are not intended to have any substantive significance in interpreting these terms.

Revised October 2010

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Global provider of Welding, Safety, and Industrial supplies for the oil, gas, and construction sector.

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TERMS AND CONDITIONS.

To all our customers, when placing an order with American Welding Supply Co. you are acknowledging that you have read and agreed to comply with all policies listed below.

TERMS AND CONDITIONS OF USE

THE TERMS AND CONDITIONS SET FORTH ON THIS FORM (THE "TERMS") AND ANY WRITTEN AGREEMENT EXECUTED BY BUYER AND American Welding Supply Co. ("AGREEMENT") CONSTITUTE THE ENTIRE AGREEMENT BETWEEN American Welding Supply Co. BY AND ON BEHALF OF ITS SUBSIDIARIES AND AFFILIATES, ("American Welding Supply Co.") AND BUYER ("BUYER"). American Welding Supply Co. ..WILL NOT BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS ON BUYER'S ORDER OR OTHER DOCUMENTS THAT ARE INCONSISTENT WITH THESE TERMS. ACCEPTANCE BY BUYER OF THESE TERMS MAY BE MADE BY (1) WRITTEN ACCEPTANCE, (2) USE OF Spartacus Equipment & Supply Co.' ONLINE ORDERING SYSTEM OR (3) RECEIPT BY BUYER OF DELIVERY OF ANY PRODUCTS FROM American Welding Supply Co., WHICHEVER FIRST OCCURS.

Indemnity

Buyer shall indemnify, defend, and hold harmless American Welding Supply Co., and its employees, agents, successors, officers, and assigns, from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that American Welding Supply Co., may sustain or incur arising from (a) Buyer's use of the products (including without limitation to storage, handling, and transportation of products), (b) use of the products by a third party with Buyer's authorization, (c) use of the products by a

third party without Buyer's authorization, where such unauthorized use is due to Buyer's negligent act or omission, or willful misconduct, (d) Buyer's failure to comply with any applicable laws and regulations (including without limitation those regarding the export of products or technology abroad, the Toxic Substance Control Act, and the Emergency Planning and Community Right-to-Know Act of 1986, or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase and use the products), or (e) the Buyer's breach of any of its obligations set forth in these Terms or in the Agreement. American Welding Supply Co. will provide Buyer with: (i) prompt written notice of such claim of which American Welding Supply Co., is aware; (ii) control over the defense and settlement of such claim; and (iii) proper and full information and assistance at Buyer's expense to settle and/or defend any such claim. Notwithstanding the foregoing, Buyer shall not settle any such claim, suit or proceeding without the written consent of American Welding Supply Co., which shall not be unreasonably withheld.

Prospective Statements

Any forward-looking statements contained in or on American Welding Supply Co., On-line including, without limitation, those concerning projected costs, net income after taxes and earnings per share, involve risks and uncertainties, and are subject to change based on various factors, including, without limitation, the impact of changes in economies, achievement of cost reductions and efficiencies, changes in currencies, changes in interest rates, the continued development and acceptance of new products and processes, the impact of competitive products and pricing, future mergers and acquisitions (including any related charges, transactions costs and operational risks), risks associated with foreign operations, litigation, the impact of tax and other legislation and regulation in the jurisdictions in which the company operates, and other risk factors listed from time to time in American Welding Supply Co., SEC reports.

Warranties and Disclaimers

All information appearing on American Welding Supply Co., On-line is provided "AS IS" and without warranties of any kind with respect to its correctness, accuracy, reliability or otherwise. American Welding Supply Co., provides no warranty with respect to American Welding Supply Co., On-line or the products and/or services sold hereunder, except those products directly manufactured by American Welding Supply Co., and services directly provided by American Welding Supply Co., For products not directly manufactured by American Welding Supply Co., and services not directly provided by American Welding Supply Co., Buyer receives a warranty on such products or services, if any, directly from the manufacturer of those products. Upon the request of the Buyer, American Welding Supply Co. will use commercially reasonable efforts to inform the Buyer of the warranty policy of a manufacturer or service provider, or to direct Buyer to a source of such information. American Welding Supply Co. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO American Welding Supply Co., ON-LINE OR THE PRODUCTS AND SERVICES SOLD HEREUNDER. American Welding Supply Co. EXPRESSLY DISCLAIMS THE IMPLIED

WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. American Welding Supply Co. DOES NOT WARRANT THAT OPERATION OF American Welding Supply Co., ON- LINE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, THAT DEFECTS WILL BE CORRECTED OR THAT American Welding Supply Co., ON-LINE OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

American Welding Supply Co., SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF American Welding Supply Co.. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. American Welding Supply Co., TOTAL LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO ANY PRODUCT OR SERVICE SOLD HEREUNDER SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR SUCH PRODUCT OR SERVICE.

General

American Welding Supply Co., reserves the right to modify any programs, policies, information, products and services contained on American Welding Supply Co. , On-line at any time and without notice to Buyer. A Buyer who uses information contained on ., On-line or makes decisions based on such information does so at his own risk. These American Welding Supply Co. Terms and performance by the parties hereunder shall be construed in accordance with the laws of the State of Florida; without regard to provisions on the conflicts of laws. Buyer and American Welding Supply Co., consent to the exclusive venue in, the state and federal courts of the State of Florida. Buyer shall not assign (a) any order for products and/or services placed through American Welding Supply Co., On-line or (b) any interest in or any rights under such order, without the prior written consent of American Welding Supply Co. These Terms constitute the entire agreement between American Welding Supply Co., and Buyer and supersede all previous communications, representations and agreements (except for the Agreement), whether oral or written, between Buyer and, with respect to the subject matter hereof. These Terms may not be modified, supplement American Welding Supply Co. ted, qualified, or interpreted except in writing signed by Buyer and American Welding Supply Co.. The failure by American Welding Supply Co., to enforce at any time any of the provisions in these Terms will in no way be construed as a waiver of such provisions.

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Submissions

All remarks, suggestions, ideas, graphics or other information communicated to American Welding Supply Co. , through this site will forever be the property of American Welding Supply Co. . Unless otherwise specified in writing, all material submitted to American Welding Supply Co., will be presumed to be public and American Welding Supply Co., will not be required to treat the information as confidential. American Welding Supply Co., shall have exclusive ownership of all present and future existing rights in the information, without compensation to the person sending the information.

Complete Agreement

The terms and conditions of use contained in American Welding Supply Co., Web site Terms and Conditions of Use contained herein, forms, acknowledgments, quotations, invoices and sales terms and conditions, are incorporated herein by reference and constitute the entire and exclusive agreement between BUYER and American Welding Supply Co.

Separability

If any provision of these Terms of Purchase shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any other legal provisions hereof which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions of Use.

Shipping Policies

American Welding Supply Co. offers Free Shipping only on items marked FREE SHIPPING and will ship via ground service by UPS or Freightliner to a business or commercial address in the Continental United States, assuming that the location has a forklift to remove the items of the truck and/or a loading dock to accept as needed. American Welding Supply Co., is not responsible any residential fees or surcharges or lift gate fees. For any additional charges or fees is the responsibility of the customer and will be charged accordingly. Shipping times are approximate and are not guaranteed except for 2nd Day and Next Day Air. Most items less than 70 lbs ship via UPS or FedEx although; this is not guaranteed, and your item(s) may ship by truck line. Please inspect your packages and shipments carefully upon receipt.

Shipping Damage

External Damage to packages MUST be noted upon receipt of merchandise and American Welding Supply Co., must be notified within 24 hours. Internal Damage Must be reported to American Welding Supply Co. within 5 Days of receipt. On all damage claims the box, packing contents must be saved for inspection to determine the cause of damage.

Our Business Hours

We are open 8:00am to 4:00pm EST Monday thru Friday all orders received during afterhours will be

processed the next business day.

Returns

All items purchased from American Welding Supply Co. are returnable within 15 days of the sale, with the exception of Electronic parts, PC Boards and Engine Driven Welders that are Not Refundable/Returnable. There are no returns on International orders. Before returning any items you must contact us for a RMA # (Return Authorization Number). All returns must come in their original packaging, un-used and in excellent condition. Each return requested by the customer will have a discount of 10% of the total value of the purchase in addition to the total value of the shipping, which will also be discounted in its entirety.

International Orders

We do not charge Tax on international orders. However, we must have a copy of the Sales Tax Certificate for our local Export Orders or a copy of the original Bill of Lading prior to shipping. We can also offer our International customers free local (Miami, Florida) delivery to their freight forwarder or arrangements to load full container shipments at our facility free of charge.

Cancellations

Once the order is processed, and if for any reason you wish to cancel it, keep in mind that you will be charged 10% of the total value of the invoice. All orders are subject to a 10% charge in case of cancellation by the customer.



American Welding Supply Co. is a Global provider of industrial equipment for the oil, gas and construction sector.

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Contact Us

Questions? Please reach us, we'll be glad to assist.

Address : 7330 NW 56 St - Miami, FL 33166

Phone: 1-888-272-5970

E-mail: info@americanweldingsupply.com

Contact Us

<https://www.americanweldingsupply.com/contact/>

(tel:1-
888-
272-
5970)



I. GRAINGER STANDARD TERMS AND CONDITIONS

Please read these terms and conditions carefully. They contain important information concerning customer's ("Customer") legal rights, warranties, obligations and available dispute resolutions remedies. They also provide that if Grainger is unable to resolve any matter to Customer's satisfaction, Customer will exclusively use arbitration to decide the dispute and Customer will bring its claim solely on an individual basis and not in a class action or representative proceeding.

Except in those instances where Grainger and a business Customer ("Business Customer") enter into a separate written contract for the purchase of products and/or services providing for separate terms of sale, the following terms and conditions will apply. For clarification, the term "Customer" includes Business Customers as well as individuals, and the term Business Customer includes, but is not limited to, government, institutional, and educational customers.

Grainger reserves the right to revise these Terms and Conditions at any time.

A. SALES POLICY FOR PRODUCTS

1. Wholesale Only.

W.W. Grainger, Inc. ("Grainger") sells its complete offering wholesale to Business Customers, while also serving individuals.

2. Prices.

A. "Web Prices" displayed on [grainger.com](https://www.grainger.com): (i) are offered to Customers that do not have other pricing arrangements with Grainger; (ii) are subject to these Terms of Sale; (iii) are available for orders placed on [grainger.com](https://www.grainger.com), by phone, or at Grainger branch locations; (iv) do not include freight, handling fees, taxes, and/or duties; and (v) are subject to change or correction at any time and without notice.

B. Customers that have other pricing arrangements with Grainger can view their prices and the applicable prices to which discounts, if any, are applied, when logged into their [grainger.com](https://www.grainger.com) account. Export orders may be subject to other special pricing.

C. Grainger reserves the right, in its sole discretion, to offer a volume discount ("Volume Discount") to Customers based upon the quantity of products purchased in a single transaction. Volume Discount pricing is subject to product availability, and quantity limits may apply. Resale by Customers at retail or online of products purchased under Volume Discount pricing is prohibited. Grainger reserves the right to: (i) accept or reject any Volume Discount order; or (ii) charge the full price for the product in the event that V



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3. Sales Tax.

Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, Customer shall indicate which products are tax exempt.

4. Payment and Credit Terms.

Grainger accepts cash, checks, money orders, Visa, MasterCard, Discover, and American Express. For Customers with established Grainger credit, payment terms are net thirty (30) days from the date of invoice or shipment or pick-up of products. Grainger's preferred method for Business Customer's payment is via Electronic Funds Transfer ("EFT") utilizing CTX820 format. All credit extended by Grainger and the limits of such credit, is at Grainger's sole discretion, and may be reduced or revoked by Grainger at any time, for any reason. As a condition for the continued extension of credit, Customer agrees to provide Grainger with current credit information and the latest annual financial statement within five (5) business days following request by Grainger. Grainger reserves the right to charge a convenience fee for late payments. Grainger further reserves the right to charge Customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders are subject to special export payment terms and conditions identified in Section III. All payments must be made in U.S. dollars. Grainger has the right of set-off and deduction for any sums owed by the Customer to Grainger. For payments made to Grainger via an Automated Clearing House (ACH) transaction, Customer authorizes Grainger to debit Customer's bank account for the purchase amount and agrees to have sufficient funds in its bank account to cover the ACH transaction. Customer authorized ACH transactions shall comply with all applicable laws and are bound by all applicable National Clearinghouse Association (NACHA) rules.

If the Customer fails to make payment within thirty (30) days from the date of shipment or pick-up of products or fails to comply with Grainger's credit terms or fails to

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supply adequate assurance of full performance to Grainger within a reasonable time after requested by Grainger (such time as specified in Grainger's request), Grainger may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. If Customer fails to comply with these payment terms, Grainger may, at its sole discretion, and without notice, immediately terminate any agreements it has with Customer. Upon such termination all amounts owed by Customer to Grainger shall become immediately due and payable.

Grainger has the right, at any time and in its sole discretion, to immediately change the terms of any credit extended to Customer if: (i) there is a material change in Customer's financial capability or creditworthiness; (ii) Business Customer enters into or signs an agreement regarding any Change of Control; or (iii) a trustee, receiver or examiner is appointed for Business Customer or its affiliates or subsidiaries or Business Customer's plan of reorganization is confirmed by a U.S. Bankruptcy Court. "Change of Control" means any (x) sale, lease, or other disposition of all or substantially all of Business Customer's assets; (y) transaction or series of related transactions (by stock sale or otherwise) in which any person or entity becomes the beneficial owner, directly or indirectly, of more than 50% of Business Customer's voting control; or (z) merger or consolidation involving Business Customer.

Additionally, Business Customer, and each of its subsidiaries and affiliates, agrees to provide to Grainger proper authorization necessary for Grainger to request any financial information from third parties.

Business Customer hereby unconditionally guarantees payment as a primary obligor of, as provided herein, all purchases made by Business Customer, its subsidiaries and affiliates. Each of Business Customer's subsidiaries and affiliates purchasing from Grainger are jointly and severally liable for all purchases made by Business Customer and its subsidiaries, and Customer is also acting as agent for such subsidiaries and affiliates. Business Customer further agrees to defend, indemnify and hold harmless Grainger from any and all claims, injuries, damages, losses or suits, including, without limitation, attorneys' fees and costs, arising out of, or in connection with any attempt to disgorge or recover payments to Grainger made on behalf of Business Customer by a subsidiary and affiliate on the grounds that such payment was improper, unauthorized, or constituted a fraudulent transfer.

5. Security Interest.

Customer hereby grants to Grainger a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to Grainger. Customer agrees to file, and it permits Grainger to file, any financing statements or other appropriate documents with

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