

TO:EMMA 1 JN COMPANY:9503 E. MONTGOMERY STREET

RE

10/12/09

[Redacted]

11-10-2009

~~10-28-2009~~

Electronic Version v1.1
Stylesheet Version v1.1



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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Praxair Technology, Inc.		07/11/1995	CORPORATION:
Foseco, Inc.		08/06/1999	CORPORATION:

RECEIVING PARTY DATA

Name:	Pyrotek Incorporated
Street Address:	9503 E. Montgomery Street
City:	Spokane Valley
State/Country:	WASHINGTON
Postal Code:	99206
Entity Type:	CORPORATION: <i>DELAWARE</i>

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0103947	

CORRESPONDENCE DATA

Fax Number: (509)927-2408
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: emmtho@pyrotek-inc.com
 Correspondent Name: Emma Thompson
 Address Line 1: 9503 E. Montgomery Street
 Address Line 4: Spokane Valley, WASHINGTON 99206

NAME OF SUBMITTER:	Emma Thompson
Signature:	/Emma Thompson/
Date:	10/12/2009

Total Attachments: 72
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TRADEMARK

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TRADEMARK

REEL: 004108 FRAME: 0098

DATED 6th August, 1999

FOSECO INTERNATIONAL LIMITED (and others)

- and -

PYROTEK INC.

**INTELLECTUAL PROPERTY LICENCE
AGREEMENT**

ALLEN & OVERY

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THIS AGREEMENT IS MADE ON *1st August*, 1999 BETWEEN:

- (1) **FOSECO INTERNATIONAL LIMITED** (registered number 468147), a company incorporated under the laws of England, whose registered office is at Burmah Castrol House, Pipers Way, Swindon SN3 1RE Wiltshire, England ("International"); AND/OR
- (2) **FOSECO TRADING AG** (registered number CH 1703006733-9), a company incorporated under the laws of Switzerland, whose registered office is at Gartenstrasses 2, PO Box 30, 6301 Zug ("AG"); AND
- (3) **SERVIMETAL SA** (registered number 540 022 165), a company incorporated under the laws of France, whose registered office is at 235 Avenue Alsace-Lorraine, 73008 Chambéry Cedex and whose trading address is at Triptyque 12 Avenue Ampere, 77420 Camps Sur Marne France ("Servimetal");
- (4) **PYROTEK, INC.**, a corporation incorporated under the laws of the State of Washington, USA, whose principal place of business is at 9503 East Montgomery Avenue, Spokane, Washington, 99206 USA (the "Purchaser").

BACKGROUND:

- (A) Foseco has agreed to sell and the Purchaser has agreed to buy certain assets relating to the Business as defined in and pursuant to an Agreement for Sale and Purchase of even date and made between Burmah Castrol PLC and Pyrotek Inc. (the "Sale Agreement").
- (B) International, AG and Servimetal own or licence certain intellectual property rights used in connection with the Business, which they are willing to assign or licence (as appropriate) to the Purchaser for the continued purpose of the Business.
- (C) The parties agree that this Agreement shall set out the assignment and licence arrangements between them.

IT IS AGREED as follows:

1. INTERPRETATION

- (1) In this Agreement including the Background:

"Affiliate" means in relation to any party, any subsidiary undertaking or parent undertaking of that party or any other subsidiary undertaking of that parent undertaking for the time being;

"Cathouse Field" means the technical field of primary and secondary production of semi-finished or unfinished non-ferrous metals and alloys;

"Foseco" means International, AG and Servimetal jointly and severally.

"Foundry Field" means the technical field of the manufacture of ferrous and non-ferrous metal castings in foundries for finished products;

"GAMA Database" means the Gama data contained in Lotus Notes database used in the Business (as defined in the Sale Agreement), as such data is modified and customised for the Business as set out in Schedule 1;

"Intellectual Property Rights" means trade marks, service marks, trade and business names, rights in designs, patents, copyright (including rights in computer software, moral rights and topography rights in semi-conductor chips) database rights and all other intellectual property rights, in each case whether registered or unregistered, and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

"Know How" means all technical and commercial information including know-how, techniques, methodologies, industrial designs, equipment design industrial information, drawings, plans, formulations, recipes, formulae, technical reports, trade secrets, manufacture procedures, instructions, specifications research and development records and results and other relevant information on whatever media.

"Licensed Back IPR" means the Transferred Intellectual Property but excluding the Intellectual Property Rights and Know How which relate exclusively to the manufacture, use and sale of the SNIF Degassing System Products, the GAMA Database and the Virtual Casthouse Software.

"Licensed Back Trade-Marks" means the Transferred Trade Marks directly relating to the manufacture, use and sale of the Products as set out in parts 4 and 7 of Schedule 1.

"Licensed Intellectual Property" means the Intellectual Property Rights and Know How directly relating to the manufacture, use and sale of the Licensed Products, as set out in part 2 of Schedule 4;

"Licensed Products" means the products described in part 1 of Schedule 5;

"Licensed Trade Marks" means those trade marks set out in part 1 of Schedule 4;

"party" means Foseco or Pyrotek, as the case requires.

"Products" means the INSURAL products and the ADAL/TILITE products as defined in part 2 of Schedule 5;

"SNIF Degassing System Products" means those products as defined in part 3 of Schedule 5;

"Third Party" means any entity other than Foseco, its Affiliates, the Purchaser and its Affiliates;

"Third Party Licensors" means those Third Parties who have licensed certain Licensed Intellectual Property to Foseco or any of its Affiliates including the ability to grant a sub-license of such Licensed Intellectual Property;

"Third Party Rights" means those rights in or to the Transferred Intellectual Property, or in or to the Licensed Intellectual Property, that have been granted to Third Parties by Foseco or

its relevant Affiliate, (or any predecessor in interest) summarised details of which are set out in Schedule 3 of this Agreement;

"Transferred Intellectual Property" means the Intellectual Property Rights and Know How directly relating to the manufacture, use and sale of the Products and the SNIF Degassing System Products and the data contained in the GAMA Database and to the extent owned by Foseco the Virtual Casthouse Software, as set out in Schedule 1, and excluding the Transferred Trade Marks;

"Transferred Trade Marks" means the trade marks relating to the manufacture, use and sale of the Products and the SNIF Degassing System Products as set out in Parts 1, 4 and 7 of Schedule 1;

"Virtual Casthouse Software" means the software used in the Business and the data contained within it which is known as "Virtual Casthouse".

- (2) In this Agreement any reference, express or implied, to an enactment includes references to:
- (a) that enactment as amended, extended or applied by or under any other enactment at the date of this Agreement;
 - (b) any enactment which that enactment re-enacts (with or without modification);
 - (c) any subordinate legislation made at the date of this Agreement under any enactment, as re-enacted, amended, extended or applied as described in paragraph (a) of this sub-clause,

and "enactment" includes any legislation in any jurisdiction.

- (3) Unless indicated to the contrary, words and expressions used in this Agreement which are defined in the Companies Act 1985 (as amended) shall have the same meanings as given in the Companies Act 1985 (as amended).
- (4) The singular shall include the plural and vice versa and words denoting persons shall include bodies corporate and unincorporated associations of persons and unless otherwise stated shall include the permitted successors or assigns of such persons.
- (5) Sub-clauses (1) to (4) of this clause apply unless the contrary intention appears.
- (6) The headings in this Agreement do not affect its interpretation.
- (7) Any schedule or appendix to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its schedules and appendices.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

- (1) Subject to clause 9, Foseco agrees to assign, or procure its Affiliates to assign, to the Purchaser the Transferred Intellectual Property and the Transferred Trade Marks, subject only to existing Third Party Rights and the terms of this Agreement. In respect of the GAMA Database, as the software application is separately licensed software supplied by a Third Party, and as the design of the GAMA Database is used by Foseco and its Affiliates in other

databases, Foseco shall only assign to the Purchaser the Intellectual Property Rights in the data contained in the GAMA Database to the Purchaser, but shall not assign or otherwise transfer any rights in or to the Database design or any third party software relating to such Database. Foseco shall use all reasonable endeavours to assist the Purchaser to obtain a licence for the right to use the licensed Third Party software with the data, but neither Foseco or its Affiliates shall have any liability if the Purchaser fails to obtain such a licence. In respect of the Virtual Casthouse Software, Foseco shall not assign or otherwise transfer to the Purchaser any rights in or to any third party software relating to the Virtual Casthouse Software.

- (2) The assignment referred to in sub-clause (1) includes the right of the Purchaser to bring action and claim relief in respect of any infringement or unauthorised use of the Transferred Intellectual Property and the Transferred Trade Marks which occurred before the date of the assignment and in the case of the Transferred Trade Marks includes the goodwill in the relevant marks.
- (3) Foseco agrees:
- (a) at the request of the Purchaser and on not less than 90 days' notice, to make available for collection its files (or to procure that its Affiliates make available their files) and records (including those in the possession of its agents, if any) relating to the filing, prosecution and maintenance of any registered (or applications to register) Transferred Intellectual Property and the Transferred Trade Marks. Foseco will not be bound to take any action on behalf of the Purchaser in order to maintain or prosecute to registration any of the registered (or applications to register) Transferred Intellectual Property or Transferred Trade Marks;
- (b) at the request and expense of the Purchaser, to execute any further documents and do all things which may be necessary to enable the Purchaser to record the assignment of the Transferred Intellectual Property and the Transferred Trade Marks in the records of the United Kingdom Patent Office and in any other relevant register anywhere in the world including entering into bare assignments (only if required) in substantially the form set out in Schedule 2 to this Agreement with any modifications which are necessary to comply with the law of the relevant jurisdiction;
- (c) at the request of the Purchaser, to execute a deed of assignment of all unregistered Transferred Intellectual Property and unregistered Transferred Trade Marks in substantially the form set out in Schedule 6 to this Agreement;
- (d) at the request and expense of the Purchaser, in the case of Know How (which request must identify the particular Know How in reasonable detail) which is not delivered under subclause 3(a) or otherwise acquired by the Purchaser as a result of the assets and personnel transferring to the Purchaser pursuant to the Sale Agreement, to use reasonable endeavours to provide the same to the Purchaser at the expense of Foseco and as soon as practicable.
- (4) The assignment under sub-clause (1) includes the right to file applications under the Paris Convention corresponding to or based on any of the applications or registrations comprised within the Transferred Trade Marks and to claim priority from those applications (if appropriate) and, to the extent that Foseco or any of its Affiliates have such rights, includes the full right to apply for and obtain any registered intellectual property rights in respect of

the inventions and/or designs comprised within the Transferred Intellectual Property throughout the world and the right to make any new applications or applications in respect of any part or parts of the subject matter of any application or specification filed in connection with such inventions and/or designs and the right to claim priority thereon.

- (5) Subject to clause 4, Foseco shall treat the Know How which forms part of the Transferred Intellectual Property as confidential and to the extent that it retains any such Know-How, shall not, without the prior written consent of the Purchaser, use the whole or any part of such Know-How or disclose the whole or any part of it to any Affiliate or Third Party. Foseco shall ensure that its Affiliates and its employees, agents and contractors and Third Parties to whom such information is disclosed comply with these confidentiality obligations.

3. GRANT OF LICENCE

- (1) Subject to any Third Party Rights, Foseco grants to the Purchaser an exclusive, perpetual, royalty-free licence to manufacture, use, promote, advertise, distribute and sell products in the Casthouse Field, subject to the terms of this Agreement, of the Licensed Intellectual Property and Licensed Trade Marks.
- (2) The Purchaser shall have the right to grant sub-licences in the Casthouse Field to its Affiliates and Third Parties in the normal course of its business in the Casthouse Field or in connection with a sale described in subclause 12(2) in respect of the Licensed Intellectual Property and Licensed Trade Marks, with the exception of the Licensed Intellectual Property which relates exclusively to the FDU (Foundry Degassing Unit) products as defined in part 1 of Schedule 5, in respect of which products the Purchaser shall not have the right to grant sub-licences except to its Affiliates provided such sub-licence shall terminate automatically and without notice should such sub-licensee cease to be an Affiliate of the Purchaser. The Purchaser shall procure that any sub-licence so granted does not grant the sub-licensee greater or more extensive rights than the rights granted to the Purchaser hereunder and that any sub-licence so granted will terminate automatically and without notice upon termination of this Agreement.
- (3) The Purchaser shall treat the Know How which forms part of the Licensed Intellectual Property as confidential and shall not, without the prior written consent of International, AG or Servimetal as the case requires, disclose the whole or any part of it to any Affiliate or Third Party, except where such a disclosure is necessary and integral to the normal course of the Purchaser's (or its Affiliates or any sub-licensee's) business in the Casthouse Field. Any such disclosure may only be made where that Affiliate or Third Party agrees in writing to keep the Know How confidential and use it only internally for its own business in the Casthouse Field, on terms consistent with the terms of the Agreement. The Purchaser shall ensure that its employees, agents and contractors and Affiliates and Third Parties to whom such information is disclosed comply with these confidentiality and non-disclosure obligations.
- (4) At the reasonable request of the Purchaser, in the case of Know How forming part of the Licensed Intellectual Property (which request must identify the particular Know How in reasonable detail) which is not otherwise acquired by the Purchaser as a result of the assets and personnel transferring to the Purchaser pursuant to the Sale Agreement, Foseco shall use reasonable endeavours to provide the same to the Purchaser as soon as practicable. This shall include:

- (i) the provision of training by suitably experienced personnel; and
- (ii) in the case of the Licensed Product known as 'Promag' only, a site visit (by a reasonable number of trained engineers at a time to be reasonably agreed) to Foseco's manufacturing facility, subject always to the Purchaser and such engineers agreeing to be bound by Foseco's reasonable security and confidentiality provisions;

in each case, to the extent necessary to enable the Purchaser to understand the manufacturing process of the relevant Licensed Product. The Purchaser shall bear Foseco's (or the relevant Affiliate's) out of pocket costs incurred in connection with the provision of such training and/or site visit.

4. LICENCE BACK

- (1) Subject to any Third Party Rights and any other rights of Third Parties, which exist at the date of this Agreement (whether known to the Purchaser or not) the Purchaser grants to International an exclusive, perpetual, royalty-free licence to manufacture, use, promote, advertise, distribute and sell products in the Foundry Field, subject to the terms of this Agreement, of the Licensed Back IPR and the Licensed Back Trade-Marks.
- (2) International shall have the right to grant sub-licences in the Foundry Field to its Affiliates and Third Parties in the normal course of its business in the Foundry Field or in connection with a sale described in subclause 12(2) in respect of the Licensed Back IPR and Licensed Back Trade-Marks. International shall procure that any sub-licence so granted does not grant the sub-licensee greater or more extensive rights than the rights granted to International hereunder and that any that sub-licence so granted provided that it will terminate automatically and without notice upon termination of this Agreement.
- (3) International shall treat the Know How which forms part of the Licensed Back IPR as confidential and shall not, without the prior written consent of the Purchaser, disclose the whole or any part of it to any Affiliate or Third Party, except where such a disclosure is necessary and integral to the normal course of International's (or its Affiliate's or any sub-licensee's) business in the Foundry Field. Any such disclosure may only be made where that Affiliate or Third Party agrees in writing to keep the Know How confidential and use it only internally for its own business in the Foundry Field, on terms consistent with the terms of this Agreement. International shall ensure that its employees, agents and contractors and Third Parties to whom such information is disclosed comply with these confidentiality and non-disclosure obligations.
- (4) The Purchaser shall treat the Know How which forms part of the Licensed Back IPR as confidential and shall not, without the prior written consent of Foseco, disclose the whole or any part of it to any Third Party, except in the ordinary course of business and subject to an obligation of confidentiality. The Purchaser shall ensure that its Affiliates and its employees, agents and contractors and Third Parties to whom such information is disclosed comply with these confidentiality obligations.

5. LICENSED INTELLECTUAL PROPERTY AND LICENSED TRADE MARKS

- (1) The Purchaser shall ensure that any products using or incorporating any Licensed Intellectual Property or Licensed Trade Marks conform with the requirements for use as set out in this Clause 5 of that Licensed Intellectual Property (including any patents) or Licensed Trade Marks, and shall procure that any packaging or marks, symbols, logos or references comply with all relevant legislative rules, regulations and statutory requirements.
- (2) The Purchaser shall ensure that it uses the Licensed Trade Marks only in the form represented by Foseco and the Purchaser agrees to observe any reasonable instructions given by Foseco as to the colours and sizes of the representations of the Licensed Trade Marks. If requested by Foseco, the Purchaser agrees to furnish Foseco with samples of labels packaging, advertising promotional or other materials used or intended to be used by the Purchaser and which utilise the Licensed Trade Marks. Foseco reserves the right to prohibit the Purchaser's use of such labels, packaging advertising, promotional or other materials if Foseco deems (acting reasonably) that the Licensed Trade Marks are incorrectly or inaccurately represented or used.
- (3) The Purchaser agrees that all use of the Licensed Trade Marks by it shall enure to the benefit of Foseco or its Affiliates or Third Party Licensors (as appropriate). The ownership of the Licensed Intellectual Property and Licensed Trade Marks, and any goodwill attaching to the Licensed Trade Marks shall always remain vested in Foseco, its Affiliates or Third Party Licensors (as appropriate), both during the period of this Agreement and after its expiry or termination.
- (4) At the reasonable request of Foseco, the Purchaser undertakes to identify Foseco (or the relevant Affiliate or Third Party Licensor) as the proprietor of any patents comprising the Licensed Intellectual Property, and any of the Licensed Trade Marks, in or upon any labels packaging or advertising and promotional materials by the incorporation of the legend "[product mark/patent] are patents or trade marks (as appropriate) of the [relevant Foseco Affiliate/Third Party], used under licence".
- (5) The Purchaser shall ensure that any products using, bearing or embodying any Licensed Trade Marks shall be manufactured to at least the same standards of quality as such products were manufactured by Foseco or its Affiliates immediately prior to the date of this Agreement.
- (6) Foseco shall pay all renewal and application fees in respect of all Licensed Intellectual Property and registered or pending Licensed Trade Marks. If Foseco wishes to cease paying any such renewal or application fees, it shall notify the Purchaser not less than 60 days prior to the due date thereof and permit the Purchaser to pay the same, and shall, at the Purchaser's request, assign such registrations or applications to the Purchaser free of charge, on condition that the same shall then form (and on assignment shall be deemed to form) part of the Licensed Back IPR.
- (7) The above subclauses shall apply to International, AG or Servimetal, as the case requires.

6. **LICENSED BACK INTELLECTUAL PROPERTY AND LICENSED BACK TRADE MARKS**

- (1) Foseco shall ensure that any products using or incorporating any Licensed Back IPR Property or Licensed Back Trade-Marks conform with the requirements for use as set out in this Clause 6 of that Licensed Back IPR (including any patents) or Licensed Back Trade-Marks, and shall procure that any packaging or marks, symbols, logos or references comply with all relevant legislative rules, regulations and statutory requirements.
- (2) Foseco shall ensure that it uses the Licensed Back Trade Marks only in the form represented by the Purchaser and Foseco agrees to observe any reasonable instructions given by the Purchaser as to the colours and sizes of the representations of the Licensed Back Trade-Marks. If requested by the Purchaser, Foseco agrees to furnish the Purchaser with samples of labels packaging, advertising, promotional and other materials used or intended to be used by Foseco which utilise the Licensed Back Trade-Marks. The Purchaser reserves the right to prohibit Foseco's use of such labels, packaging, advertising, promotional and other materials if the Purchaser deems (acting reasonably) that the Licensed Back Trade-Marks are incorrectly or inaccurately represented or used.
- (3) Foseco agrees that all use of the Licensed Back Trade-Marks by it shall enure to the benefit of the Purchaser. The ownership of the Licensed Back IPR and Licensed Back Trade-Marks and goodwill attaching to the Licensed Trade Marks shall always remain vested in the Purchaser, both during the period of this Agreement and after its expiry on termination.
- (4) At the reasonable request of the Purchaser, Foseco undertakes to identify the Purchaser as the proprietor of any patent comprising the Licensed Back IPR, and any of the Licensed Back Trade-Marks, in or upon any labels, packaging or advertising and promotional materials by the incorporation of the legend "[product mark/patents] are patents or trade marks (as appropriate) of the Purchaser, used under licence".
- (5) Foseco shall ensure that any products using, bearing or embodying any Licensed Back Trade Marks shall be manufactured to at least the same standards of quality as such products were manufactured by Foseco or its Affiliates immediately prior to the date of this Agreement.
- (6) The Purchaser shall pay all renewal and application fees in respect of all Licensed Back Intellectual Property and registered or pending Licensed Back Trade Marks. If the Purchaser wishes to cease paying any such renewal or application fees, it shall notify Foseco not less than 60 days prior to the due date thereof and permit Foseco to pay the same, and shall, at Foseco's request, assign such registrations or applications to Foseco free of charge, on condition that the same shall then form (and on assignment shall be deemed to form) part of the Licensed Intellectual Property or Licensed Trade Marks.

7. **CONFIDENTIALITY**

- (1) For the purposes of this clause:
 - (a) "Confidential Information" means that information which is designated as confidential, or by its nature is confidential, disclosed by one party to another by any means (including, for the avoidance of doubt, in writing, orally, visually, electronically or otherwise). The term Confidential Information shall not include Know How as this is addressed in clauses 2(5), 3(3), 4(3) and 4(4) above:

- (b) "Representatives" means Affiliates, directors, officers, employees, agents or representatives of a party or its Affiliates, and their respective solicitors, accountants, consultants and financial or other advisers.
- (2) Each party undertakes to maintain Confidential Information received by each of them or their Representatives in confidence and not disclose that Confidential Information to any person other than as expressly permitted in this Agreement.
- (3) Each party undertakes only to disclose to its Representatives such Confidential Information relating to the other party or the other party's Affiliates as is reasonably required for the purposes of exercising its rights and performing its obligations under this Agreement and the Sale Agreement and only to Representatives whom it has informed of the confidential nature of the Confidential Information and who undertake to keep it confidential. Each party shall be responsible for breach of such confidentiality undertaken by it or its Representatives and undertakes to indemnify and hold harmless the other party, its Affiliates or any successor to such business against all actions, proceedings, costs, claims, demands, liabilities, losses or expenses (including legal expenses) arising from such breach.
- (4) The obligations set out in sub-clauses 2(5), 3(3), 4(3), 4(4), 7(2) and 7(3) shall not apply to any Confidential Information or Know How which the receiving party can demonstrate:
- (i) is in the public domain at the date of this Agreement;
 - (ii) subsequently comes into the public domain, otherwise than as a result of a breach of this Agreement, but only after it has come into the public domain;
 - (iii) is obtained from a Third Party not under any confidentiality obligation to the disclosing party in respect of the information; and
 - (iv) is independently developed by employees of the receiving party who had no access to the Confidential Information or Know-How disclosed by or owned by the disclosing party.
- (5) In the event that, after receipt of Confidential Information or Know How either party, or any person or Representative to whom it has transmitted Confidential Information or Know How becomes legally required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process, or otherwise) to disclose any of the Confidential Information or Know How received, the legally compelled party shall provide the other party with prompt written notice of that requirement so that the other party may seek a protective order or other appropriate remedy but shall not be obliged to delay disclosure if to do so would be in breach of any conditions for such disclosure imposed by the authority compelling disclosure and in any event should the other party not be successful in seeking or obtaining a protective order or other appropriate remedy, the other party shall waive compliance with the provisions of this Agreement for such particular case to enable the legally compelled party or its Representative to comply with any such legal requirement.

8. CONSIDERATION AND VAT

- (1) The assignment and licences granted in this Agreement by Foseco are in consideration of the payment by the Purchaser to Foseco of the amounts set out in Schedule 7 of this Agreement ("Fees").
- (2) The Purchaser agrees to pay the Fees ~~on signing of this Agreement.~~ Pursuant to an *Under the Sale Agreement*
- (3) All amounts payable under this Agreement paid shall be paid free and clear of all deductions or withholdings of any kind, except for those required by law, and if any deduction or withholding must be made by law, an additional amount will be paid which is necessary to ensure that the recipient receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- (4) Subject to any express provisions in this Agreement to the contrary, all amounts to be paid under this Agreement shall be exclusive of any value added tax, sales tax or similar taxes. If any value added tax, sales tax or any similar tax is chargeable by reference to any such amount, the party paying that shall pay to the recipient of that sum an amount equal to such value added tax, sales tax, or similar tax against issue of a valid value added tax invoice or invoice in respect of such sales tax, similar tax (where applicable).
- (5) Any late payment under this Agreement will attract interest in addition at a rate of 2% above the base lending rate of National Westminster Bank Plc until such time as the payment plus accrued interest has been received.

9. NO WARRANTIES

No warranties or representations are contained in this Agreement whether express or implied and all warranties and representations are expressly excluded. The parties acknowledge that all warranties and representations (if any) are, in relation to each item of Transferred Intellectual Property and Transferred Trade Marks and the Licensed Intellectual Property and Licensed Trade Marks, contained in and governed exclusively by the terms of the Sale Agreement.

10. LIABILITY

- (1) Subject to sub-clause (2), sub-clause (3) and sub-clause (5), the liability of each party (and in the case of Foseco, the aggregate liability of Servimetal, International and AG) to the other party under this Agreement whether arising from negligence, breach of contract or otherwise, shall not exceed in aggregate £500,000.
- (2) Notwithstanding anything in this Agreement, neither party limits or excludes its liability for fraud, or for death or personal injury arising from its negligence or that of its employees, agents or sub-contractors, or its liability in relation to Fees and interest under clause 9.
- (3) Foseco does not limit or exclude its liability under sub-clause 2(1).
- (4) Subject to sub-clause (2) above, neither party shall be liable to the other party for any loss of business or profits, or for any indirect or consequential loss or damages, whether arising from negligence, breach of contract or otherwise.

- (5) The Purchaser shall indemnify and hold harmless Foseco and its Affiliates against all and any losses, costs, liabilities and expenses (including reasonable legal fees) arising out of or in connection with any product liability claim relating to the manufacture, use or sale of any product by the Purchaser or its Affiliates or any of its licensees or sub-licensees or relating to the use or exploitation of all or any part of the Licensed Intellectual Property or Licensed Trade Marks by the Purchaser or its Affiliate or any of its sub-licensees. Foseco shall notify the Purchaser of any such claim as soon as practicable, and each party shall provide all reasonable assistance to the other in connection with such claim. The parties shall consider and agree upon the conduct of any such claim on a case by case basis. Where the parties fail to agree within 30 days of notification of such claim to the Purchaser, the Purchaser shall have sole conduct of the claim.
- (6) Foseco shall indemnify and hold harmless the Purchaser against all and any losses, costs, liabilities and expenses (including reasonable legal fees) arising out of or in connection with any product liability claim relating to the manufacture, use or sale of any product by Foseco or its Affiliates or any of its licensees or sub-licensees or relating to the use or exploitation of all or any part the Licensed Back IPR or Licensed Back Trade-Marks by Foseco or its Affiliates or any of its sub-licensees. . The Purchaser shall notify Foseco of any such claim as soon as practicable, and each party shall provide all reasonable assistance to the other in connection with such claim. The parties shall consider and agree upon the conduct of any such claim on a case by case basis. Where the parties fail to agree within 30 days of notification of such claim to Foseco, Foseco shall have sole conduct of the claim.

11. TERMINATION

- (1) A party shall have the right, without prejudice to its other rights or remedies, to terminate the licences granted to the other under this Agreement immediately by written notice to the other if:
- (a) the other party is in material or persistent breach of any of its obligations under this Agreement, and either that breach is incapable of remedy or the other party shall have failed to remedy that breach within 60 days after receiving written notice requiring it to remedy that breach; or
 - (b) the other party (or its permitted assigns or successors) ceases to carry on business;
 - (c) in the case of Foseco:
 - (A) the Purchaser or any of its Affiliates challenges the subsistence, validity or title of Foseco (or its relevant Affiliate or the Third Party Licensors) in any of the Licensed Intellectual Property or Licensed Trade Marks; and
 - (B) the Purchaser or its Affiliates infringe the Intellectual Property Rights of Foseco, its Affiliates or the Third Party Licensors in the Licensed Intellectual Property or Licensed Trade Marks and fail to cease the infringement within 60 days after receiving written notice requiring that such infringement cease; and
 - (d) in the case of the Purchaser:

- (A) Foseco or its Affiliates infringe the Intellectual Property Rights of the Purchaser or its Affiliates in the Transferred Intellectual Property or the Transferred Trade Marks and fail to cease the infringement within 60 days after receiving written notice requiring that such infringement cease; or
- (B) Foseco or any of its Affiliates challenges the subsistence, validity or title of the Purchaser (or relevant Affiliate) in any of the Transferred Intellectual Property or the Transferred Trade Marks,

provided that, in the event of the right to terminate arising under any of the above subclauses (a), (b), (c) or (d), the non-defaulting party shall only be entitled to terminate the licences granted to the other party to the extent that the breach triggering the right to terminate relates to the rights comprised within that particular licence.

- (2) On termination, each party shall assist the other in amending any register so as to remove the licensee party as a licensee or user of the relevant Intellectual Property Rights.
- (3) Termination of this Agreement shall not affect the accrued rights of the parties at the date of such termination.

12. ASSIGNMENT

- (1) Subject to sub-clause (2), neither party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the other party's prior written consent.
- (2) A party may freely assign its rights (but not its obligations) under this Agreement in whole or in part (including the licences granted herein) to any Affiliate, or to any Third Party in connection with the sale to such Third Party of all or a substantial part of its business that utilises all or part of the relevant Intellectual Property Rights licensed under this Agreement.
- (3) A party shall, at the request of the other party, agree to novate this Agreement in its entirety from the party to any Affiliate of the requesting party, or to any Third Party in connection with such sale referred to in clause 12(2) provided that, acting reasonably, the party determines that the person to whom this Agreement is to be novated is of sufficient financial standing and credit worthiness to meet the obligations which may fall due under this Agreement.

13. NOTICES

- (1) Any notice or other document to be served under this Agreement shall be in writing and may be delivered by hand or sent by post to the party to be served at its address appearing in this Agreement (and marked for the attention of the person whose name is referred to in sub-clause (3) below) or at such other address (or marked for the attention of such other person) as it may have notified to the other party in accordance with this clause. Any notice or other document sent by post shall be sent by registered post (if both posted and for delivery within the same jurisdiction) or by registered airmail (if posted for delivery outside the jurisdiction in which it is posted).
- (2) Any notice or document shall be deemed to have been served:
- (a) if delivered by hand, at the time of delivery; or

- (b) if posted, at 10.00 a.m. on the second business day after it was put into the post if posted for delivery within the same jurisdiction, or at 10.00 a.m. (local time at the place of destination) on the fifth business day after it was put in the post if sent by registered airmail.
- (3) The person to whom notices or documents should be addressed of subclause (1) is:

- (a) if to be served on Foseco:

Attention: Group Licensing Manager
Foseco International Limited c/o Burmah Castrol Trading Limited
Burmah Castrol House,
Pipers Way,
Swindon
SN3 1RE
Wiltshire
United Kingdom

- (b) if to be served on the Purchaser:

Attention: Don Ting at Pyrotek, Inc.
9503E Montgomery Avenue
Spokane, WA99206 USA

Marked to be copied to John Sage at the same address.

- (4) In proving service of a notice or document it shall be sufficient to prove that delivery was made by hand or that the envelope containing the notice or document was properly addressed and posted (either by registered post or by registered airmail, as the case may be, in accordance with the requirements of this clause).

14. FURTHER ASSURANCES

- (1) The parties shall and shall procure that their Affiliates shall, and save as otherwise provided in this Agreement at their own expense, at all times from the date of this Agreement and on its termination do all things as may be required to give effect to this Agreement including, without limitation, the execution of all deeds and documents, procuring the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them.
- (2) Without prejudice to the foregoing, the parties shall give all reasonable assistance necessary to record where relevant, the other party as a licensee of the relevant registered Intellectual Property Rights at any relevant registries in any relevant jurisdiction.
- (3) Foseco agrees that it will reimburse to the Purchaser the registration fees, taxes and any related penalties and reasonable out of pocket costs reasonably incurred by the Purchaser as a result of any relevant registered Intellectual Property Right forming part of the Transferred Intellectual Property or Transferred Trade Marks not being recorded in the name of International, AG or Servimetal (as appropriate) as registered proprietor.

- (4) With respect to the Transferred Trade Marks, if Foseco (or its Affiliates) hold any internet domain name which is comprised of a Transferred Trade Mark (and no other trade marks), it shall transfer such domain names to the Purchaser upon request.
- (5) If a party becomes aware, at any time after the date of this Agreement:
- (a) of any Intellectual Property Rights or Know How owned by any member of the Seller's Group (as defined in the Sale Agreement) and used at the date of this Agreement exclusively in the Business that party shall notify the other parties and Schedule 1 shall be amended to include such Intellectual Property Right or Know-How as part of the Transferred Intellectual Property or Transferred Trade Marks (as appropriate); and
- (b) of any Intellectual Property Right or Know How owned by any member of the Seller's Group (as defined in the Sale Agreement) and at the date of this Agreement directly relating to the manufacture, marketing, use or sale of Licensed Products that party shall notify the other parties and Schedule 4 shall be amended to include such Intellectual Property Right or Know How as part of the Licensed Intellectual Property or Licensed Trade Marks (as appropriate).
- (6) Both parties shall use all reasonable endeavours to obtain the consent of Ultramet, Inc. to an assignment to the Purchaser of the Licence Agreement dated 6 October 1997 made between Interantional and Ultramet, Inc. in so far as such agreement relates to Licensed Intellectual Property relating to the New Concept Filter. Upon obtaining such consent, such Licensed Intellectual Property shall be deemed to be Transferred Intellectual Property and Licensed Back IPR and the New Concept Filter shall be deemed to be a Product for the purposes of this Agreement.
- (7) Both parties shall use all reasonable endeavours to either obtain the agreement of Hydro Aluminium A.S to an extension of a licence agreement dated 9th July, 1996 and made between Hydro Aluminium A.S and International to the Casthouse Field together with an assignment of such licence agreement to the Purchaser to the extent it relates to the Casthouse Field; or to the grant of a separate licence from Hydro Aluminium A.S to the Purchaser for the Casthouse Filed (but otherwise on substantially the same terms).

15. GENERAL

- (1) Each party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement.
- (2) No amendment, variation or waiver of this Agreement or any provision of this Agreement shall be effective unless it is in writing and duly executed by or on behalf of all parties.
- (3) If any provision (or part of a provision) in this Agreement is invalid or unenforceable to any extent or for any purpose, this shall not affect its validity or enforceability for other purposes or the remaining provisions (or the rest of the provision in question); but it shall be deemed to be served to that extent or for that purpose subject to such consequential modifications as may be necessary as a result.

(4) This Agreement shall not come into force in relation to all or any part of the Intellectual Property Rights or Know- How in any of the following countries: Dubai, Egypt, India, Indonesia, South Korea, Malaysia, Philippines, China, and Italy; until such time as the parties receive a joint written notice from Burmah Castrol plc and Pyrotek Inc. that this Agreement should become effective in such country. This notice may be served on a country by country basis, and this Agreement shall come into force in relation to the Intellectual Property Rights and Know-How in the relevant country on the date specified in the notice (or if no date is specified, on the date of receipt of the notice).

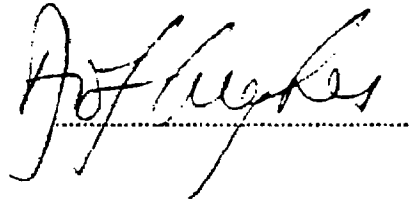
16. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with English law.

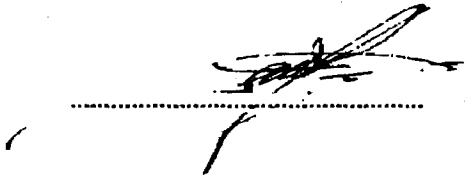
17. JURISDICTION

The parties submit to the jurisdiction of the English Courts for all purposes relating to this Agreement.

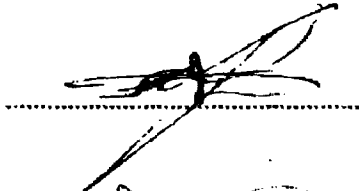
Signed by)
 for and on behalf of)
FOSECO INTERNATIONAL)
LIMITED)



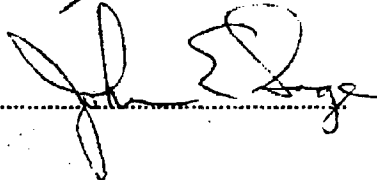
Signed by)
 for and on behalf of)
FOSECO TRADING AG)



Signed by)
 for and on behalf of)
SERVIMETAL SA)
LIMITED)



Signed by)
 for and on behalf of)
PYROTEK INC.)



SCHEDULE 1
Transferred Intellectual Property

1. **SNIF Degassing System Trade Marks**
 - Part A - Registered Trade Marks } See attached
 - Part B - Unregistered Trade Names }
2. **SNIF Degassing System Patents**
3. **SNIF Degassing System Know How**
4. **INSURAL Trade Marks**
 - Part A - Registered Trade Marks } See attached
 - Part B - Unregistered Trade Names }
5. **INSURAL Patents**
6. **INSURAL Know How**
7. **ADAL/TILITE Trade Marks**
 - Part A - Registered Trade Marks } See attached
 - Part B - Unregistered Trade Names }
8. **ADAL/TILITE Patents**
9. **ADAL/TILITE Know How**
10. **GAMA Database (including the data but excluding all third party design rights in the same and software used in conjunction with it)**
11. **Virtual Casthouse Software (excluding all third party software comprised in or used as an operating platform in conjunction with it)**

together with copyright and unregistered designs in associated material in relation to the above Products and in relation to unregistered trade names, includes all variants used in the Business to the extent that Foseco or any of its Affiliates owns such rights in the same.

FO:EMMA THOMPSON COMPANY:9503 E. MONTGOMERY STREET

SCHEDULE 1

1.1 SNIF Degassing System Trade Marks

Part A - Registered Trade Marks

Owner	Country	Mark	Class	Registration Number	Registration Date	Renewal Due
Foseco International Limited	Australia	SNIF	7	A531873	02 APR 1990	02 APR 2007
Foseco International Limited	Austria	SNIF	7	132498	06 SEP 1990	06 SEP 2000
Foseco International Limited	Benelux	SNIF	7	474656	30 MAR 1990	30 MAR 2000
Foseco International Limited	Brazil	SNIF	7	815851324	21 APR 1992	21 APR 2002
Foseco International Limited	Canada	SNIF	7	390891	29 NOV 1991	29 NOV 2006
Foseco International Limited	Croatia	SNIF	7	Z940899N	31 MAR 1994	09 MAY 2000
Foseco International Limited	Czech Republic	SNIF	7	168237	03 MAY 1990	03 MAY 2000
Foseco International Limited	Denmark	SNIF	7	425191	12 JUL 1991	12 JUL 2001
Foseco International Limited	Egypt	SNIF	7	77434	30 MAY 1990	30 MAY 2000
Foseco International Limited	Finland	SNIF	7	116373	20 JAN 1992	20 JAN 2002
Foseco International Limited	France	SNIF	7	1585590	09 APR 1990	09 APR 2000
Foseco International Limited	Germany	SNIF	7	1167831	14 NOV 1990	03 APR 2000
Foseco International Limited	Greece	SNIF	7		17 DEC 1993	15 MAY 2000
Foseco International Limited	Hong Kong	SNIF	7	3438/91	21 OCT 1991	08 MAY 2011
Foseco International Limited	Hungary	SNIF	7	130083	11 APR 1990	11 APR 2000
Foseco International Limited	Iceland	SNIF	7	540/90	11 JUL 1990	11 JUL 2000
Foseco International Limited	India	SNIF	7	527609*	06 APR 1990*	
Foseco International Limited	Indonesia	SNIF	7	278630	20 AUG 1992	20 AUG 2002
Foseco International Limited	Israel	SNIF	7	76002	12 APR 1990	12 APR 2011
Foseco International Limited	Italy	SNIF	7	600210	12 JUL 1993	01 JUN 2000
Foseco International Limited	Japan	SNIF	9	2502829	26 FEB 1993	26 FEB 2003
Foseco International Limited	Korea (South)	SNIF	38	227612	06 DEC 1991	06 DEC 2001
Foseco International Limited	Macedonia	SNIF	7	PZ-1653/94	09 MAY 1990	09 MAY 2000
Foseco International Limited	Mexico	SNIF	7	388192	11 DEC 1990	29 MAY 1995
Foseco International Limited	New Zealand	SNIF	7	200879	30 MAR 1990	30 MAR 2011
Foseco International Limited	Norway	SNIF	7	146247	25 JUL 1991	25 JUL 2001

OFFICE: EMMA THOMPSON COMPANY: 9503 E. MONTGOMERY STREET

Fosoco International Limited	Poland	SNIF	7	68110	21 MAY 1990	21 MAY 2000
Fosoco International Limited	Romania	SNIF	7	16722	28 AUG 1990	28 AUG 2000
Fosoco International Limited	Russian Federation	SNIF	7	94691	19 JUN 1990	19 JUN 2000
Fosoco International Limited	Slovakia	SNIF	7	168237	03 MAY 1990	03 MAY 2000
Fosoco International Limited	Slovenia	SNIF	7	9470924	29 JUN 1994	29 JUN 2004
Fosoco International Limited	Spain	SNIF	7	1560436	05 JUN 1992	02 APR 2000
Fosoco International Limited	Sweden	SNIF	7	228042	20 DEC 1991	20 DEC 2001
Fosoco International Limited	Switzerland	SNIF	7	380638	30 MAR 1990	30 MAR 2010
Fosoco International Limited	Thailand	SNIF	6	144615	20 JUN 1990	19 JUN 2000
Fosoco International Limited	Turkey	SNIF	7	121417	28 JUN 1990	28 JUN 2000
Fosoco International Limited	United Kingdom	SNIF	7	1422345	30 MAR 1990	30 MAR 2007
Fosoco International Limited	United States	SNIF	7	1560523	17 OCT 1989	17 OCT 2009
Fosoco International Limited	Venezuela	SNIF	7	8154/90*	21 MAY 1990*	
Fosoco International Limited	Yugoslavia	SNIF	7	35496	20 DEC 1990	08 MAY 2000
Fosoco International Limited	United States	SNIF SHEER	7	2109373	28 OCT 1997	28 OCT 2007

* Denotes application pending

Part B - Unregistered Trade Names

all other rights in the following unregistered trade names:

SNIF
SNIF SHEER

TO: EMMA THOMPSON COMPANY: 9503 E. MONTGOMERY STREET

ASSET PURCHASE AGREEMENT

BETWEEN

PRAXAIR, INC.,

AND

FOSECO, INC.

DATED: July 11, 1995

NYMAIN02 Doc: 130187_5

TRADEMARK

REEL: 004108 FRAME: 0119

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7	Excluded Assets (other than Intellectual Property)
8	Accounting Practices
9	Violations of Law
10	Business Financial Statements
11	GAAP Deviations
12	Adverse Events
13	Accounts Receivable
14	Litigation
15	Employment/Labor Matters
16	Products Liability Claims
17	Conflicts of Interest
18	Essential Assets
19	Other Facilities Not Used Exclusively In SNIF Business
20	Leased Tangible Personal Property
21	Environmental Matters
22	Customers and Suppliers Lists
23	Consents
24	Closing Deliverables
25	Employees

EXHIBITS

A	Assignment and Assumption Agreement
B	IRS Form 8594
C-1	Sublease Agreement
C-2	Olen Use Permit
D-1	Bill of Sale from Praxair, Inc.
D-2	Bill of Sale from Praxair, N.V.
E	Intellectual Property Agreement
F	Form of Employment Agreement
G	U.S. Transition Services Agreement
H	European Transition Services Agreement
I	Employees Services Agreement

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 11th day of July, 1995, by and between Praxair, Inc., a Delaware corporation, with offices located at 39 Old Ridgebury Road, Danbury, CT 06810-5113 ("Seller"), and Foseco, Inc., a Delaware corporation, with offices located at 20220 Sheldon Road, Cleveland, Ohio 44142 ("Buyer").

RECITALS

WHEREAS, Seller presently owns and operates the SNIF® Business (as hereinafter defined); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase and acquire substantially all of the assets and properties of Seller and its Affiliates used in the SNIF Business, the going concern value and goodwill of the SNIF Business, and, as part of such purchase and sale, Seller desires to assign, and Buyer desires to assume, certain specified and limited obligations and liabilities of Seller and its Affiliates all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the terms identified below in this Section shall have the following meanings:

1.1 Accrued Benefits - shall have the meaning provided in Section 6.11(b) of this Agreement.

1.2 Accounts Receivable - shall have the meaning provided in Section 2.1(a) of this Agreement.

1.3 Affiliate - has the meaning specified in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder.

1.4 Agreed Damages - shall have the meaning provided in Section 10.3(a) of this Agreement.

1.5 Agreement - means this Asset Purchase Agreement together with the Attachments.

1.6 Arbiter - shall have the meaning provided in Section 4.2(d) of this Agreement.

1.7 Assignable Contracts - shall have the meaning provided in Section 2.1(e) of this Agreement.

1.8 Assumed Liabilities - shall have the meaning provided in Section 5.1 of this Agreement.

1.9 Attachments - means the Schedules and Exhibits referred to herein and attached hereto.

1.10 Average Warranty Obligations - means \$85,722.

1.11 Business Days - means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are authorized or obligated to close by Law.

1.12 Business Financial Statements - shall have the meaning provided in Section 6.9(a) of this Agreement.

1.13 Buyer - shall have the meaning provided in the recitals of this Agreement.

1.14 Buyer's 401(k) Plan - shall have the meaning provided in Section 15.1(c)(v) of this Agreement.

1.15 Buyer's Pension Plan - shall have the meaning provided in Section 15.1(c)(vi) of this Agreement.

1.16 CERCLA - shall have the meaning provided in Section 1.26 of this Agreement.

1.17 Claim Notice - shall have the meaning provided in Section 10.1(a) of this Agreement.

1.18 Closing - means the closing of the Transaction as described in Section 16 hereinbelow.

1.19 Closing Date - means the later of the 14th day of July, 1995, or, unless either party has exercised its termination rights hereunder, the second business day after the conditions set forth in Sections 12 and 13 have been satisfied, or such other date as subsequently may be agreed upon by the parties.

1.20 Closing Date Net Working Capital - shall have the meaning provided in Section 4.2(a) of this Agreement.

1.21 Closing Net Working Capital Statement - shall have the meaning provided in Section 4.2(c) of this Agreement.

1.22 Code - shall have the meaning provided in Section 6.11(c) of this Agreement.

1.23 Contract - means, with respect to the SNIF Business, any contract, agreement, indenture, note, bond, loan,

instrument, lease, conditional sale contract, mortgage, license, franchise, insurance policy, commitment or other arrangement or agreement relating to the SNIF Business, whether written or oral, to which Seller is a party, and, in respect of products or services of the SNIF Business, any firm written proposal or quotation delivered to a customer of the SNIF Business even if it has not yet been accepted by the customer.

1.24 Court Order - means any judgment, decree, injunction or order of any federal, state, local or foreign court that is binding on any Entity under applicable law.

1.25 Damages - means any losses, costs, expenses, Liabilities, interest and penalties, including without limitation, reasonable legal counsel fees incurred in connection with any claims, actions or demands, costs of litigation (including discovery costs and reasonable expert fees, including those of an environmental expert or consultant incurred during litigation), and costs reasonably incurred investigating attempting to avoid the same or opposing the imposition thereof.

1.26 Dispute Notice - shall have the meaning provided in Section 4.2(c) of this Agreement.

1.27 Disputed Damages - shall have the meaning provided in Section 10.3(a) of this Agreement.

1.28 Effective Date - means the date first above written.

1.29 Employees - shall mean U.S. Employees and European Employees.

1.30 Employee Plans - shall have the meaning provided in Section 3(b) of this Agreement.

1.31 Employment Agreements - shall have the meaning provided in Section 15.1(b)(i) of this Agreement, and be substantially in the form of Exhibit F.

1.32 Entity - means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Body or other entity, of whatever nature.

1.33 Environment - means soil, surface water, ground water, land, stream or sediments, air, surface or subsurface strata, run-off, run-on or other environmental medium.

1.34 Environmental Laws - means all international, federal, state and local Laws, which purport to regulate the release of Hazardous Substances or other materials to the Environment, or impose requirements relating to or governing the protection of public or employee health and safety or the

Environment, including, without limitation, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. 9601 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. 651 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.), the Emergency Planning and Community Right-to-Know Act ("Right-to-Know Act"), 42 U.S.C. § 11001 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. and any similar foreign, state or local Laws, and all rules and regulations promulgated according thereto, all as amended from time to time.

1.35 Environmental Liabilities - means any Damages, debts or obligations related to, arising from or connected with Environmental Laws or Hazardous Substances, including without limitation, response costs under 42 U.S.C. § 9601 et seq. or any state Law, or remediation expenses.

1.36 ERISA - shall have the meaning provided in Section 3(b) of this Agreement.

1.37 Estimated Closing Date Net Working Capital - shall have the meaning provided in Section 4.2(b) of this Agreement.

1.38 European Employees - shall have the meaning provided in Section 15.1(d) of this Agreement.

1.39 European Employer - shall have the meaning provided in Section 15.1(d) of this Agreement.

1.40 Excluded Assets - shall have the meaning provided in Section 3 of this Agreement.

1.41 Final Net Working Capital Statement - shall have the meaning provided in Section 4.2(e) of this Agreement.

1.42 GAAP - means United States generally accepted accounting principles as determined by the Financial Accounting Standards Board. All references herein to financial statements prepared in accordance with GAAP shall mean in accordance with GAAP consistently applied throughout the periods to which reference is made.

1.43 Governmental Body - means the federal government of the United States and any state, municipal, county or other local government in the United States.

1.44 Government Proceeding - means any proceeding, audit, inquiry or investigation by a Governmental Body including

without limitation, any judicial proceeding, administrative proceeding, or criminal prosecution.

1.45 Hazardous Substances - means (i) any substance regulated under Environmental Laws and (ii) petroleum (including crude oil or any fraction thereof).

1.46 Indemnification Limit - shall have the meaning provided in Section 9.3(a) of this Agreement.

1.47 Indemnified Party - shall have the meaning provided in Section 10.1(a) of this Agreement.

1.48 Indemnifying Party - shall have the meaning provided in Section 10.1(a) of this Agreement.

1.49 Intellectual Property - shall have the meaning provided in Section 2.2 of this Agreement.

1.50 Intellectual Property Agreement - means the Intellectual Property Agreement of even date herewith between Praxair Technology, Inc. and Foseco International Limited in the form of Exhibit E.

1.51 Interim Period - shall have the meaning provided in Section 14.1 of this Agreement.

1.52 Inventory - shall have the meaning provided in Section 2.1(b) of this Agreement.

1.53 IRS - means the Internal Revenue Service of the United States.

1.54 Law - means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, binding guidance or policy, regulation, orders or consent decrees or other requirement or guideline.

1.55 Legal Proceeding - means any judicial, administrative or arbitral action, suit, proceeding (public or private), claim, charge, complaint, action, suit, demand, notice Government Proceeding, or any investigation or inquiry by any private party, including, without limitation, a condemnation, eminent domain or similar proceeding.

1.56 Liability - means the debts, obligations, liabilities or indebtedness of an Entity, at any point in time, whether known or unknown, contingent or absolute, direct or indirect, asserted or unasserted, choate or inchoate, whether recorded on its books or not, arising or resulting in any way from facts, events, contracts, obligations, transactions or occurrences.

1.57 Lien - means any lien, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement (or other real estate declaration), covenant, condition, restriction or servitude, transfer restriction (whether under any shareholder or other agreement), encumbrance or any other restriction or limitation whatsoever.

1.58 1995 Performance Sharing Payment - shall have the meaning provided in Section 15.1(c)(iv) of this Agreement.

1.59 Nonassignable Contracts - shall have the meaning set forth in Section 2.1(e) of this Agreement.

1.60 Non-Competition Agreement - means the agreement of Seller provided in Section 14.7 of this Agreement.

1.61 Normal Interest Rate - means an interest rate which is equal to the Bank of America prime rate as in effect on any date at which a payment is due hereunder.

1.62 Normal Warranty Obligations - shall have the meaning provided in Section 5.1(a)(i)(B) of this Agreement.

1.63 Post-Closing Liabilities - shall have the meaning provided in Section 5.3 of this Agreement.

1.64 Pre-1995 Unused Vacation - shall have the meaning provided in Section 15.1(c)(iii) of this Agreement.

1.65 Preliminary Net Working Capital Statement - shall have the meaning provided in Section 4.2(b) of this Agreement.

1.66 Purchase Price - shall have the meaning provided in Section 4.1 of this Agreement.

1.67 Real Property - shall have the meaning provided in Section 2.1(c) of this Agreement.

1.68 Retained Liabilities - shall have the meaning provided in Section 5.2 of this Agreement.

1.69 Right-to-Know Act - shall have the meaning provided in Section 1.31 of this Agreement.

1.70 Seller's Pension Plan - shall have the meaning provided in Section 6.11(c)(iii) of this Agreement.

1.71 Seller's 401(k) Plan - shall have the meaning provided in Section 6.11(c)(iv) of this Agreement.

1.72 SNIF Business - means the business conducted by Seller and its Affiliates relating exclusively to the manufacture, sale, distribution, installation and servicing of

SNIF Systems and replacement parts therefor and the customer, supplier and agency relationships related thereto.

1.73 SNIF System - means a refining furnace using spinning nozzle inert flotation technology and associated control apparatus and process for the refining of aluminum.

1.74 Tangible Personal Property - shall have the meaning provided in Section 2.1(d) of this Agreement.

1.75 Taxes - means any tax, impost, assessment, levy, or other governmental charge of any kind whatsoever, including but not limited to, any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Sec. 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax (including any interest, penalty, or addition thereto), whether disputed or not.

1.76 Threshold Amount - shall have the meaning provided in Section 9.3(a) of this Agreement.

1.77 Transaction - means the transaction contemplated by this Agreement, and the related Attachments.

1.78 Transferred Assets - means the assets to be transferred by Seller to Buyer in accordance with this Agreement as more specifically described in Section 2.1.

1.79 U.S. Employees - shall have the meaning provided in Section 15.1(a) of this Agreement.

SECTION 2. PURCHASE AND SALE OF ASSETS

2.1 Transferred Assets. Subject to the terms, covenants and conditions set forth hereinafter, Seller shall sell and deliver and as necessary cause its Affiliates to sell and deliver to Buyer and Buyer shall acquire and purchase from Seller and its Affiliates all of their right, title and interest to the Transferred Assets. The "Transferred Assets" shall mean all assets, properties and claims of Seller and its Affiliates used exclusively in the SNIF Business, whether tangible or intangible, as the same may exist on the Closing Date except only those which are Excluded Assets. Without limitation on the generality of the foregoing, the Transferred Assets shall include:

(a) All of the accounts receivable of the SNIF Business, arising out of the sale of service or products prior to the Closing Date ("Accounts Receivable");

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(b) All inventory of the SNIF Business used to provide products or services to the customers of the SNIF Business wherever located including all supplies, raw material, intermediates, inventories, packaging materials, parts, work in process and finished goods as of the Closing Date ("Inventory");

(c) Seller's interest in the real property leases described in Schedule 1, together with all Seller's hereditament and appurtenant rights, privileges and easements thereunto belonging, together with all fixtures (including trade fixtures) presently attached thereto and owned by Seller ("Real Property"), it being understood that neither Seller nor its Affiliates owns any real property used exclusively in the SNIF Business;

(d) All tangible personal property of Seller and its Affiliates (other than Inventory) including, but not limited to, the machinery, equipment, telephone equipment, tooling, furniture and furnishings, computer hardware, which are listed in Schedule 2 ("Tangible Personal Property").

(e) All Contracts relating to the SNIF Business including without limitation those listed on Schedule 3 as being freely assignable ("Assignable Contracts") and those listed on Schedule 4 as requiring consent ("Nonassignable Contracts");

(f) The customer and supplier lists for the SNIF Business;

(g) All permits, licenses, consents, or other authorizations related to or used in connection with the SNIF Business including without limitation those listed on Schedule 5;

(h) All documents and records whether maintained on paper or computer software or otherwise, including without limitation, notebooks, reports and data relating to Intellectual Property, all charts, instructions of application, files and records, signs, distributor, customer and marketing data, engineering data, plans and blueprints and maintenance or repair records used in the SNIF Business, all records required to be transferred by Law, all documents, papers and records pertaining to customers and vendors of the SNIF Business, including Accounts Receivable and Inventory records, but excluding all original corporate records and minute books, original employee records and files, and all original books of account and accounting data maintained by Seller for financial reporting and tax reporting purposes (except that copies of the foregoing other than original corporate records and minute books shall be provided to Buyer upon Buyer's reasonable request);

(i) All claims of Seller and its Affiliates against third parties in respect of unliquidated rights under manufacturers' and vendors' warranties, guarantees or similar obligations relating to other items included in the Transferred Assets to the extent such claims are transferable;

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(j) The goodwill and going concern value of the SNIF Business; and

(k) All other assets reflected on the June 30, 1995 Statement of Assets and Liabilities included in the Business Financial Statements except to the extent the same have been sold in the ordinary course of business between June 30, 1995 and the Closing Date.

Seller will sell, assign, transfer, convey and deliver, and will cause its Affiliates to sell, assign, transfer, convey and deliver, the Transferred Assets to Buyer on the Closing free and clear of all Liabilities and Liens of every kind, nature and description, except for only those which are included within the Assumed Liabilities.

2.2 Intellectual Property Agreement. Subject to the terms, covenants and conditions set forth hereinafter, Seller shall cause Praxair Technology, Inc. to sell and deliver to Fosco International Limited and Fosco International Limited shall acquire and purchase from Praxair Technology, Inc. pursuant to the Intellectual Property Agreement all trademarks, trademark registrations and trademark applications, service marks, trade names, copyrights, patents and patent applications, patent, technology and other licenses (both as licensor and licensee), processes, formulae, trade secrets, inventions, designs, industrial models, drawings, processes, know-how, computer programs and files, research and other technical data, including all rights to sue for past infringements, which are owned by Praxair Technology, Inc. or in which Praxair Technology, Inc. has any right, title or interest and which have been used exclusively in the conduct of, or which relate solely to, the SNIF Business including, without limitation, those items listed on Schedule 6 ("Intellectual Property").

2.3 Consents. (a) Promptly after the date of this Agreement, Seller shall use all reasonable efforts, and Buyer shall cooperate with Seller, to obtain all consents that are necessary for the valid assignment of all Nonassignable Contracts and Intellectual Property.

(b) To the extent that the consents referred to in Section 2.3(a) with respect to the Nonassignable Contracts are not obtained by Seller prior to the Closing, Seller shall, from and after the Closing Date, use reasonable efforts at its cost and expense to (i) obtain consents, (ii) provide to Buyer the benefits of any Nonassignable Contract, (iii) cooperate in any reasonable and lawful arrangement designed by Buyer to provide such benefits to Buyer, and (iv) enforce, at the request of Buyer for the account of Buyer, any rights of Seller under any Nonassignable Contract (including the right to elect to renew, extend or terminate any of the foregoing in accordance with the terms thereof upon the advice of Buyer).

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(c) To the extent that the consents referred to in Section 2.3(a) with respect to Intellectual Property are not obtained by Seller or Praxair Technology, Inc. prior to the Closing, Seller shall use reasonable efforts at its cost and expense to (i) cause Praxair Technology, Inc. to obtain consents, (ii) provide to Foseco International Limited the benefits of any Intellectual Property, (iii) cooperate in any reasonable and lawful arrangement designed by Foseco International Limited to provide such benefits to Foseco International Limited, and (iv) enforce, at the request of Foseco International Limited for the account of Foseco International Limited, any rights of Seller under any Intellectual Property (including the right to elect to renew, extend or terminate any of the foregoing in accordance with the terms thereof upon the advice of Foseco International Limited).

SECTION 3. EXCLUDED ASSETS

Notwithstanding the foregoing Section 2, the Transferred Assets for purposes of this Agreement shall not include any of the following assets ("Excluded Assets"):

- (a) All Intellectual Property to be transferred pursuant to the Intellectual Property Agreement;
- (b) The rights of Seller under, and any funds and property held in trust pursuant to, any "employee benefit plan" (as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any other bonus, severance, profit sharing, retirement, disability, medical, dental, vacation, holiday, tuition reimbursement, group insurance, deferred compensation or other employee benefit plan, agreement or arrangement (whether written or oral) sponsored or contributed to by Seller applicable to employees or former employees of the SNIF Business (collectively, the "Employee Plans");
- (c) Any assets of Seller or its Affiliates which are not used in the SNIF Business;
- (d) Any assets of Seller or its Affiliates listed on Schedule 7 which while used in the SNIF Business are not used exclusively in the SNIF Business; and
- (e) Any assets of Seller or its Affiliates which are used exclusively in the SNIF Business listed on Schedule 7.

SECTION 4. PURCHASE PRICE

4.1 Purchase Price. The cash purchase price ("Purchase Price") for the Transferred Assets and the non-competition agreement set forth in Section 14.7, shall be SIX

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MILLION EIGHT HUNDRED FIFTY THOUSAND U.S. Dollars (\$6,850,000.00), to be paid on the Closing Date subject to the adjustment as provided in Section 4.2 hereof. Payment of the Purchase Price shall be in United States dollars, and shall be made on the Closing Date by wire transfer of immediately available funds. Of the Purchase Price, THREE MILLION TWO HUNDRED THOUSAND U.S. Dollars (\$3,200,000.00) shall be paid to Praxair, N.V. and the balance shall be paid to Seller, in each case, to such accounts as may be designated by Seller in writing to Buyer not later than one (1) day prior to the Closing Date.

4.2 Purchase Price Adjustment. (a) For purposes of this Agreement, "Closing Date Net Working Capital" shall mean the amount obtained by subtracting the sum of the value of the trade payables of the SNIF Business as of the Closing Date plus 50% of advances from customers as of the Closing Date from the sum of the value of the Inventory and Accounts Receivable as of the Closing Date, as such values are determined in accordance with Section 4.2(c) and set forth on the Final Net Working Capital Statement.

(b) As soon as practicable prior to the Closing Date but in any event not later than two (2) Business Days prior thereto, Seller shall deliver to Buyer a Preliminary Net Working Capital Statement setting forth Seller's best and good faith estimate of Closing Date Net Working Capital ("Estimated Closing Date Net Working Capital"). If the Estimated Closing Date Net Working Capital is greater than \$3,750,000, then the Purchase Price payable at the Closing shall be increased by the amount of such excess.

(c) Not later than five (5) Business Days following the Closing, Seller shall prepare and deliver to Buyer a statement of the Closing Date Net Working Capital ("Closing Net Working Capital Statement") which shall be prepared in accordance with accounting practices set forth in Schedule 8. Within five (5) Business Days of its receipt of the Closing Net Working Capital Statement, Buyer shall notify Seller in writing if Buyer disputes any of the amounts set forth therein, specifying the nature of each dispute and the basis therefor (the "Dispute Notice"); provided, however, that nothing herein shall be deemed to permit Buyer to dispute the Closing Net Working Capital Statement on the basis of the quality (aging and obsolescence) of Inventory or Accounts Receivable. The parties shall attempt in good faith to reach agreement resolving all of the disputes set forth in the Dispute Notice within five (5) Business Days after the Dispute Notice is given.

(d) If the parties are unable to resolve any or all of such disputes within the aforesaid 5-day period or such other period mutually agreed upon by the parties, the parties shall, promptly after the expiration of such time period, submit all unresolved disputes to Coopers & Lybrand ("Arbiter"). Promptly, but no later than 30 days after its acceptance of its appointment

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as Arbiter, the Arbiter shall determine, based solely on presentation by Buyer and Seller, and not by independent review, those items in dispute on the Closing Net Working Capital Statement and shall render a written report as to the resolution of each dispute and the resulting calculation of the Closing Date Net Working Capital. In resolving any disputed item, the Arbiter may not assign a value to such item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The Arbiter shall have exclusive jurisdiction over such dispute. Resort to the Arbiter as provided in this Section 4.2(d) shall be the sole recourse and remedy of the parties against one another or any other person (including each of the parties' accountants) with respect to Closing Date Net Working Capital. The Arbiter's determination shall be conclusive and binding on the parties and shall be enforceable in a court of law. The fees and expenses of the Arbiter shall be borne equally by Buyer and Seller.

(e) As used herein, the term "Final Net Working Capital Statement" shall mean (i) the Closing Net Working Capital Statement if no Dispute Notice is given by Seller within the time period set forth in Section 4.2(c) or (ii) if the Dispute Notice is timely given and all of the disputed items are resolved by mutual agreement of the parties, the Closing Net Working Capital Statement, as amended, if necessary, to reflect such resolution of all disputes, or (iii) if any or all of the disputed items are submitted to Arbiter for resolution, the Closing Net Working Capital Statement, as amended, if necessary, to reflect any resolution of any disputes by mutual agreement of the parties and the resolution of all other disputes by the Arbiter.

(f) If the Closing Date Net Working Capital exceeds the Estimated Closing Date Net Working Capital, Buyer shall pay to Seller the amount of such excess. If the Closing Date Net Working Capital is less than the Estimated Closing Date Net Working Capital, then Seller shall pay Buyer an amount equal to the amount obtained by subtracting the Closing Date Net Working Capital from the Estimated Closing Date Net Working Capital. Any payments made pursuant to this Section 4.2(f) shall be made together with interest thereon from the Closing Date to the date of payment at the Normal Interest Rate within three (3) Business Days of the date on which the Final Net Working Capital Statement is determined by wire transfer of immediately available funds to the account designated by the party to which such payment is owed.

(g) From and after the Closing Date, Buyer and Seller shall allow each other and their respective representatives such access to their respective books, personnel records (including the workpapers of their respective accountants) as is necessary in order to permit the determination of Closing Date Net Working Capital and the Final Net Working Capital Statement and to facilitate the resolution of any disputes with respect thereto.

4.3 Allocation of the Purchase Price. Buyer and Seller agree that an allocation of the purchase price shall be made among the Transferred Assets as set forth on IRS Form 8594, Asset Acquisition Statement, attached hereto as Exhibit B, and that said IRS form shall be prepared and attached to their respective IRS income tax returns.

SECTION 5. TREATMENT OF LIABILITIES

5.1 Assumed Liabilities. (a) For purposes of this Agreement, the term "Assumed Liabilities" shall mean only the following:

(i) the Liabilities of Seller and its Affiliates relating to the SNIF Business which arise on and after the Closing Date under any Contracts included in the Transferred Assets, provided that (A) the foregoing shall not be deemed to modify the allocation of Liabilities set forth in Section 15.1, (B) Assumed Liabilities shall not include any liabilities in respect of products delivered or services performed by the SNIF Business prior to the Closing Date, except that Assumed Liabilities shall include the repair and replacement obligations of Seller and its Affiliates in connection with the SNIF Business which arise as a result of product warranties given by Seller or its Affiliates to customers of the SNIF Business in respect of products delivered or services performed by the SNIF Business prior to the Closing Date, such repair and replacement obligations being herein referred to as "Normal Warranty Obligations," and (C) while Assumed Liabilities shall include amounts payable to trade creditors for goods and services supplied to the SNIF Business prior to the Closing Date, Assumed Liabilities shall not include Liabilities to banks or other parties for borrowed money; and

(ii) those Liabilities of Seller in respect of employees designated as Assumed Liabilities in Section 15.1.

(b) Effective as of the Closing, Buyer shall assume and thereafter pay, perform and discharge the Assumed Liabilities. From and after the Closing, Buyer shall, to the extent required by Section 9.2, indemnify and hold Seller and its Affiliates harmless from and against the Assumed Liabilities. Notwithstanding the foregoing, Seller shall reimburse Buyer for all time and material costs incurred by Buyer in connection with Buyer's performance of its obligation in respect of Normal Warranty Obligations to the extent such costs (i) are incurred in the ordinary course of business consistent with the pre-Closing conduct of the SNIF Business by Seller and (ii) in any calendar year exceed in the aggregate the Average Warranty Obligations.

5.2 Retained Liabilities. (a) For purposes of this Agreement, the term "Retained Liabilities" shall mean all

Liabilities of Seller and its Affiliates relating to the operation of the SNIF Business of any kind or nature whatsoever, whether due or to become due, absolute, contingent, direct, indirect, asserted, unasserted, known, unknown, choate, inchoate, secured, unsecured, indeterminable or otherwise, except for only those which are Assumed Liabilities. By way of example, and not by way of limitation, the term "Retained Liabilities" shall include:

(i) All Liabilities relating to or arising from the Excluded Assets;

(ii) Subject to Section 14.6, all Liabilities for Taxes of Seller and its Affiliates;

(iii) All Liabilities retained by Seller as Retained Liabilities under Section 15.1;

(iv) All Environmental Liabilities (including without limitation, any which might be imposed on Buyer or any of its affiliates by operation of Law) arising out of, resulting from, or relating to the ownership, operations or conduct of the SNIF Business or the Transferred Assets, but only with respect to such Environmental Liabilities that result from, or arise out of, or relate to a state of facts or conditions existing prior to the Closing Date;

(v) Legal Proceedings pending as of the Closing Date; and

(vi) All Liabilities other than Normal Warranty Obligations arising out of (A) breach of contract, violation of Law, or tortious conduct of Seller or its Affiliates or (B) services performed or products delivered by the SNIF Business prior to the Closing Date.

(b) Buyer is not assuming nor will Buyer or any of its Affiliates be in any manner whatsoever liable to Seller, its Affiliates or any Governmental Body or other third parties for any of the Retained Liabilities. From and after the Closing, Seller shall, to the extent required by Section 9.1, indemnify, defend and hold Buyer and its Affiliates harmless from and against the Retained Liabilities.

5.3 Post-Closing Liabilities. The parties agree that subject to Seller's obligations in respect of the Retained Liabilities, the risk of ownership of the Transferred Assets and the operation of the SNIF Business from and after the Closing Date and all Liabilities associated therewith including all liabilities arising from and after the Closing Date as a result of (i) breach of contract, violation of law, or tortious conduct by Buyer or its Affiliates and (ii) services performed and products delivered by the SNIF Business after the Closing Date

("Post-Closing Liabilities") shall rest solely with Buyer and its Affiliates, as the case may be.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF SELLER

As of the date hereof, Seller represents and warrants to Buyer as follows:

6.1 Status of Seller. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with all requisite corporate power and authority to carry on the SNIF Business as currently conducted and to own (except with respect to the Intellectual Property) and operate (either directly or through its Affiliates) the Transferred Assets and Intellectual Property. Seller and its Affiliates are qualified or registered with such other jurisdictions as required by Law in order to conduct the SNIF Business and are in good standing in each such jurisdiction.

6.2 Authorization of Sale. Seller has the requisite capacity, power and authority to enter into, and perform its obligations under this Agreement. The execution and delivery by Seller or its Affiliates of this Agreement, and all documents attendant thereto, including without limitation the Attachments, and the performance of the Transaction has been duly and validly authorized by the board of directors of Seller and, if necessary, any such Affiliates, and will not (i) violate any provisions of the articles of incorporation, by-laws or any other governing instruments or corporate documents of Seller or its Affiliates; (ii) violate any Law; or (iii) violate any Court Order binding upon Seller or its Affiliates or affecting the SNIF Business, the Transferred Assets or the Intellectual Property.

6.3 Binding Nature and Enforceability of Agreement. This Agreement and all other documents delivered or to be delivered to Buyer or Foseco International Limited pursuant hereto, has been, or at delivery thereof in accordance with the terms hereof shall be, duly executed on behalf of Seller and its Affiliates and are legally binding upon, or with respect to documents to be delivered, will be binding upon Seller and its Affiliates, and enforceable in accordance with their terms against Seller and its Affiliates in all respects.

6.4 Good Title to Personal Property. Except as disclosed in any Schedule hereto, Seller or its Affiliates (a) have good and marketable title to all of the Tangible Personal Property constituting part of the Transferred Assets and Intellectual Property, free and clear of all Liens, of every kind, nature and description, and (b) have full power, right and authority to sell the Transferred Assets and Intellectual Property in accordance with the terms of this Agreement and the Intellectual Property Agreement.

6.5 Compliance with Laws. Except as disclosed in Schedule 9, Seller and its Affiliates are not in violation of any Law, relating to the operation of the SNIF Business, which violation or violations might have a material adverse effect, individually or in the aggregate, upon the SNIF Business. The operation of the SNIF Business substantially conforms to all applicable Laws.

6.6 No Other Sale. Neither the execution nor performance of this Agreement or the Intellectual Property Agreement will violate any Contract to which Seller or its Affiliates are a party or by which Seller or its Affiliates are bound, except to the extent consent to assignment may be required in connection with Real Property leases identified in Schedule 1 or Contracts identified in Schedule 3, 4 or 15.

6.7 Contracts. (a) Except for those Contracts described in Schedule 15 pertaining to employment matters, Schedule 3 discloses all Assignable Contracts and Schedule 4 discloses all Nonassignable Contracts relating to the SNIF Business. For purposes of this Section 6.7, a Contract is deemed material if it is a license of Intellectual Property or if it gives rise to rights or Liabilities on the part of Seller exceeding \$25,000 in the aggregate, or is one or a series of related Contracts, or relationships which in the aggregate gives rise to rights or Liabilities exceeding such amount, or is not terminable on sixty (60) days notice or less. All non-material Contracts were entered into in the ordinary course of business. Seller has provided Buyer access to each material Contract listed on Schedules 3, 4 and 15. All material Contracts to which Seller or its Affiliates are a party are in full force and effect. Nothing in this Section 6.7(a) is intended to constitute a representation or warranty about or require disclosure of any Contract which is not an executory Contract.

(b) No material Contract obligates Seller or its Affiliates: (i) to purchase goods or services in excess of reasonably anticipated needs (based on the SNIF Business as currently conducted) after the Closing Date; or (ii) to sell goods or services after the Closing Date which must be produced or delivered pursuant to other than current manufacturing or working conditions or at other than normal profit margins consistent by geography (based on the SNIF Business as currently conducted).

(c) All Contracts disclosed in Schedule 3 are assignable to Buyer without any requirement to obtain the consent of any Entity.

6.8 Financial Matters. (a) Attached as Schedule 10 are the unaudited Statement of Assets and Liabilities and Statement of Operating Profit for the SNIF Business as of December 31, 1994 and June 30, 1995 ("Business Financial Statements"). The Business Financial Statements have, except as

disclosed in Schedule 8 or 11, been prepared in accordance with GAAP and accurately and fairly present the financial condition and operating results of the SNIF Business for and as of the periods indicated therein.

(b) The accounting books and records of the SNIF Business disclosed to Buyer have been prepared in accordance with GAAP and accurately and fairly reflect transactions relating to the SNIF Business and the items of income and expenses, assets and Liabilities and all accruals required, are reflected in accordance with GAAP, except as deviations are otherwise disclosed in Schedule 11. Such books and records of the SNIF Business are prepared and maintained in form and substance adequate for preparing financial statements in accordance with GAAP.

(c) Except as disclosed in this Agreement or the Attachments, since June 30, 1995, whether or not in the ordinary course of business, except as disclosed in Schedule 12, there has not been, occurred or arisen, with respect to the SNIF Business or the Transferred Assets and Intellectual Property:

(i) any material adverse change in the financial condition, assets or Liabilities of the SNIF Business, including without limitation, any adverse change in revenues or cost of goods sold; or

(ii) any damage or destruction in the nature of a casualty loss, whether covered by insurance or not, materially and adversely affecting any of the Transferred Assets, the Intellectual Property or the SNIF Business; or

(iii) any extraordinary loss (as defined by GAAP) which, individually or in the aggregate, materially and adversely affects the SNIF Business, the Intellectual Property or the Transferred Assets, or any waiver by Seller or its Affiliates of any rights which singly or in the aggregate, materially and adversely affects the SNIF Business, the Intellectual Property or the Transferred Assets; or

(iv) any claims of third persons or Entities against Seller or its Affiliates or their respective assets, or any set of facts which may result in any claims against or Liabilities of Seller or its Affiliates which, singly or in the aggregate might cause, now or after the Closing Date, any material adverse change in the SNIF Business, the Intellectual Property or the Transferred Assets; or

(v) any commencement of, settlement or agreement to settle any Legal Proceeding relating to the Transferred Assets, the Intellectual Property or the SNIF Business; or

(vi) any receipt of notification or termination of any material Contract pertaining to the SNIF Business, the Intellectual Property or the Transferred Assets; or

(vii) any change in any method of accounting or auditing practice; or

(viii) any voluntary or involuntary sale, transfer, surrender, abandonment or other disposition of any kind by or against Seller or its Affiliates of the Transferred Assets, except for dispositions of current assets in the ordinary course of business; or

(ix) any occurrence or event not included in clauses (i) through (viii) which has resulted, or to Seller's best knowledge, might reasonably be expected to result in a material adverse change in the Transferred Assets, the Intellectual Property or the SNIF Business.

Since December 31, 1994, Seller and its Affiliates have continued, with respect to the SNIF Business:

(x) to pay their Liabilities, including trade payables on a timely basis, in a manner consistent with past practice;

(xi) to collect their trade Accounts Receivable, in a manner consistent with past practice; and

(xii) not to accept from their customers advanced payments for goods or services, or pre-invoiced customers for goods or services to be delivered or rendered in the future, except as disclosed on Schedule 12.

(d) All Inventory is (i) properly reflected on the Business Financial Statements in accordance with GAAP and (ii) in the case of goods covered by a customer sales contract, of specifications and in quantities which substantially correspond to the customer sales contract to which they relate. Subsequent to December 31, 1994, the SNIF Business has continued to replenish its Inventory and supplies in a normal and customary manner consistent with prior practice.

(e) All of the SNIF Business accounts payable reflected on the Business Financial Statements or to be reflected on the Closing Net Working Capital Statement have or will have arisen in bona-fide arms'-length transactions in the ordinary course of the SNIF Business consistent with past practice.

(f) Except as set forth on Schedule 13, each of the Accounts Receivable of the SNIF Business shown on the Business Financial Statements or arising after the date thereof, have arisen or will arise, as the case may be, from bona-fide arm's-

length transactions in the ordinary course of the SNIF Business consistent with past practice.

6.9 Compliance with Contracts. To the best of Seller's knowledge, Seller and its Affiliates have complied with all the material provisions of all Contracts affecting the SNIF Business or the Transferred Assets to which they are a party or under which they are bound, and Seller and its Affiliates are not in default of any material provision thereof, nor is there any basis for a claim of default by any of them, and no event has occurred which, but for the passage of time or the giving of notice or both, would constitute such a default, with respect to any such Contract. All parties having Contracts with Seller and its Affiliates with respect to the SNIF Business are in compliance therewith and are not in default thereunder.

6.10 Employment Matters.

(a) Except as disclosed in Schedule 14,

(i) there are no material controversies pending or known to be threatened between Seller and any employee of the SNIF Business;

(ii) Seller is in compliance with all applicable laws relating to the employment of labor regarding the SNIF Business, including without limitation, the provisions thereof relating to wages and hours, and the payment of social security and payroll Taxes;

(iii) within the past three (3) years, with respect to the SNIF Business, no charges have been filed against Seller, nor have any lawsuits been instituted, by the Department of Labor, OSHA, the EEOC, any comparable state or local agency, or individuals alleging any violation of any federal antidiscrimination acts;

(iv) Seller has entered into no settlement or consent agreements with the Department of Labor, OSHA, the EEOC or any comparable state or local agency with respect to the SNIF Business that may bind a successor business;

(v) during the past two (2) years, with respect to the SNIF Business, Seller has not undergone any Department of Labor investigation or audit regarding a violation or potential violation of the Fair Labor Standards Act, nor is Seller subject to any pending lawsuits by any individuals or the Department of Labor alleging violations of the Fair Labor Standards Act; and

(vi) Seller is not subject to any NLRB orders resulting from unfair labor practice charges arising out of the SNIF Business. All Contracts in effect between Seller and the employees of the SNIF Business are disclosed in

Schedule 15, including without limitation, all contracts containing any restrictive covenant provision of confidentiality/nondisclosure provisions.

(b) Seller will pay when due to such employees any money which is due and payable by Seller to such employees for any reason whatsoever. Schedule 15 accurately sets forth a record of the accrued benefits as of the Closing for the employees of the SNIF Business. "Accrued Benefits" means the amount of benefits earned as of the Closing under the terms of Seller's benefit plans (other than Seller's pension plan), including Seller's vacation plan.

(c) Schedule 15 contains a list of all Employee Plans and individual written employment contracts or arrangements between Seller or its Affiliates and Employees. Except as provided on Schedule 15:

(i) Each Employee Plan maintained or contributed to, currently or in the past, by Seller (or by any other corporation or trade or business the employees of which, together with the employees of Seller, are required by any of the rules contained in ERISA or the Code to be treated as if they were employed by a single employer) that is a group health plan (as defined in Section 5000(b)(1) of the Code) has been operated in full compliance with the continuation coverage requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code;

(ii) The Praxair, Inc. Savings Plan (the "Seller's 401(k) Plan") has received or has applied for a determination letter from the Internal Revenue Service that it satisfies the qualification requirements of the Code, including all requirements of the Tax Reform Act of 1986, and subsequent legislation; and

(iii) Seller is in compliance with all applicable laws relating to the European Employees.

6.11 Product or Service Liability. With respect to the SNIF Business, except as disclosed in Schedule 16, there are no material claims either pending or known to be threatened against Seller or its Affiliates, pertaining to products manufactured, distributed or sold or services rendered in the course of the SNIF Business and there have been no such claims since January 1, 1993. Seller has no knowledge of any state of facts or of the occurrence of any event or transaction forming, or which may form, the basis of any such claim. A material claim hereunder pertaining to products manufactured, distributed or sold or services rendered shall be deemed to include any claim, other than with respect to Normal Warranty Obligations, based upon a contract, tort or statutory theory, and for damage to or destruction of property, or injury to an Entity, resulting from any products manufactured, distributed or sold, or services

rendered in the course of the SNIF Business, prior to the Closing Date.

6.12 No Private Litigation, Government Proceeding or Adverse Events. Except as disclosed in Schedule 14, no Legal Proceeding is pending or known to be threatened against Seller or its Affiliates, with respect to the SNIF Business, the Intellectual Property or the Transferred Assets, by any Entity, nor is there any Court Order against or relating to Seller or its Affiliates, or the SNIF Business, including the Intellectual Property or the Transferred Assets, wherein an unfavorable judgment, decision, ruling or finding would adversely affect the condition of the SNIF Business, or the ownership or use of the Intellectual Property or the Transferred Assets. Seller has no knowledge of any state of facts or of the occurrence of any event, by reason of which any such Legal Proceeding may be brought. Furthermore, excluding matters of general application to all comparable or similarly situated businesses, and except as disclosed in Schedule 12 since December 31, 1994, Seller has not experienced any loss, interruption or any indication of any interruption in the operation of the SNIF Business or any other unusual occurrence of any kind which has had or would reasonably be expected to have a material adverse effect upon the SNIF Business.

6.13 No Conflict of Interest. (a) Except as disclosed in Schedule 17, Seller does not own any equity interest in any Entity engaged in any business competitive with the SNIF Business. Furthermore, Seller does not own any equity interest in any Entity which does business with Seller in connection with the SNIF Business pursuant to a Contract included as part of the Transferred Assets.

(b) Except as disclosed in Schedule 17, no Affiliate of Seller and no entity controlled by Seller or any of its Affiliates:

(i) Owns, directly or indirectly, any interest in (except for less than 1% stock holdings for investment purposes in securities of publicly held and traded companies) or is engaged in business as a competitor, lessor, lessee, supplier or customer of the SNIF Business;

(ii) Owns, directly or indirectly, in whole or in part, any tangible or intangible (other than the Intellectual Property) property used in the conduct of the SNIF Business; or

(iii) Has any cause of action or other claims whatsoever against or owes any amount to Seller, except for claims in the ordinary course of business.

6.14 Essential Assets. Except as disclosed in Schedule 18, there is no material asset which is used by Seller

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in the conduct of the SNIF Business or without which the SNIF Business could not be conducted, as currently conducted, which is either (a) not included in the Transferred Assets and the Intellectual Property or (b) not disclosed as an Excluded Asset in Schedule 7.

6.15 Real Estate. With respect to the SNIF Business, Schedule 1 contains a complete and accurate list of all Real Property which is used exclusively in the conduct of the SNIF Business. Schedule 19 contains a complete and accurate list of all other facilities which are used by Seller, on a non-exclusive basis, for the conduct of the SNIF Business. Seller does not use any Real Property or other facilities for the conduct of the SNIF Business, except as disclosed in Schedule 1 and Schedule 19.

6.16 Tangible Personal Property. The Tangible Personal Property listed in Schedule 2 is a correct and substantially complete list of all equipment, furniture, machinery, supplies, and all other tangible personal property owned by, in the possession of, or used exclusively by Seller and its Affiliates in connection with the SNIF Business, except for Inventory. Except as disclosed on Schedule 20, no Tangible Personal Property used exclusively in connection with the SNIF Business is held under any lease, security agreement, conditional sales contract or other title retention or security arrangement or subject to any other Lien or is located other than in the possession of Seller or its Affiliates and at the Real Property listed in Schedule 1.

6.17 Ownership of Intellectual Property. Neither Seller nor any of its Affiliates (other than Praxair Technology, Inc.) owns any Intellectual Property used exclusively in the conduct of the SNIF Business.

6.18 Environmental Matters. Except as disclosed on Schedule 21, Seller and its Affiliates are and have at all times been in material compliance with all Environmental Laws with respect to the SNIF Business.

(a) Seller and its Affiliates have in effect, or applications pending for, all permits, licenses and authorizations required by the Environmental Laws for the ownership, use and operation of the SNIF Business, and Seller and its Affiliates have complied in all material respects with all of the terms and conditions of such permits, licenses and authorizations.

(b) No Legal Proceeding is pending before any court or administrative agency or, to Seller's knowledge, is threatened in which any person alleges: (A) the presence, release, threat of release or placement of any Hazardous Substance in connection with the SNIF Business in violation of any Environmental Law; (B) the generation, transportation, storage, treatment or disposal of any Hazardous Substance in connection with the SNIF

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Business in violation of any Environmental Law; or (C) any other failure to comply with any of the Environmental Laws.

(c) Seller and its Affiliates have not received notice and have no knowledge that any Governmental Body or any employee or agency thereof has determined or threatens to determine that there is a presence, release, threat of release or placement of any Hazardous Substance in connection with the SNIF Business in violation of any Environmental Law, or the generation, transportation, storage, treatment or disposal of any Hazardous Substance at any location where the SNIF Business is conducted in violation of any Environmental Law and there have been no communications or agreements from or with any Governmental Body having jurisdiction over the use and operation of the SNIF Business relating to the presence, release, threat of release or placement of any Hazardous Substance in connection with the SNIF Business in violation of any Environmental Law, or the generation, transportation, storage, treatment or disposal of any Hazardous Substance in connection with the SNIF Business in violation of any Environmental Law.

(d) To Seller's best knowledge, Seller and its Affiliates have no Liability or obligation which may give rise to any present or future Legal Proceeding against any of them: (i) under the Environmental Laws; or (ii) under the common law for damage or cleanup to any site, property, location, or body of water (surface or subsurface) or for illness or personal injury. No current or past employee of the SNIF Business has made any written claims against Seller since January 1, 1993 in which such employee alleges to have been injured as a result of dangerous or unsafe working conditions.

(e) Seller has provided to Buyer all environmental reports pertaining to the applicability of or compliance with the Environmental Laws and the presence of Hazardous Substances with respect to the ownership, use or operation of the SNIF Business.

(f) To the best of Seller's knowledge, all Real Property and Tangible Personal Property used by Seller in connection with the SNIF Business have been and are free of friable asbestos and polychlorinated biphenyls.

6.19 Business Records Intact. With respect to the SNIF Business, all business records, including without limitation all Inventory, customer and vendor records of Seller, and all records required to be maintained by any Governmental Body, are intact, complete and accurate, in all material respects, and stored in a safe and secure place or places, and will remain so as of the Closing Date. To the best of Seller's knowledge, all business records and documents, including records of employment, shown to Buyer during its due diligence, are complete and accurate in all material respects.

6.20 Customer and Supplier Lists and Relations.

Schedule 22 is a complete and accurate listing of the ten largest customers and the ten largest suppliers of the SNIF Business and the dollar amount of sales per customer and purchases per supplier of the SNIF Business for the periods ended December 31, 1994 and June 30, 1995. To Seller's best knowledge, no supplier intends to cancel or otherwise modify its relationship with Seller or decrease materially or limit its services, supplies or materials to Seller, nor does any customer intend to cancel or otherwise modify its relationship with Seller. To Seller's best knowledge, the acquisition of the Transferred Assets by Buyer will not adversely affect the relationship of the SNIF Business with any such supplier or customer.

6.21 Bill of Sale. The execution and delivery of a Bill of Sale to be delivered to Buyer at the Closing Date will vest in Buyer good and marketable title to all of the personal property of Seller and its Affiliates constituting part of the Transferred Assets, free and clear of all Liens whatsoever.

6.22 Consents. No authorization, approval, consent or order of, or registration, declaration or filing with, any court, Governmental Body or agency or other public or private body or Entity is required in connection with the execution, delivery or performance of this Agreement, any Attachment, or any other agreement, instrument or documents to be delivered by or on behalf of Seller in connection herewith.

6.23 Brokers and Finders. No broker, finder or other Entity acting in a similar capacity and entitled to receive compensation therefor has participated on behalf of Seller in bringing about the Transaction, has rendered any services with respect thereto or has been in any way involved therewith.

SECTION 7. REPRESENTATIONS AND WARRANTIES OF BUYER

As of the date hereof, Buyer represents and warrants to Seller as follows:

7.1 Status of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with all requisite corporate power and authority to carry on the SNIF Business as of the Closing Date and to own (except with respect to the Intellectual Property) and operate (either directly or through its Affiliates) the Transferred Assets and Intellectual Property. Buyer and its Affiliates are qualified or registered with such other jurisdictions as required by Law in order to conduct the SNIF Business and are in good standing in each such jurisdiction.

7.2 Authorization of Sale. Buyer has the requisite capacity, power and authority to enter into and perform its obligations under this Agreement. The execution and delivery by

Buyer and its Affiliates of this Agreement, and all documents attendant thereto, including without limitation the Attachments, and the performance of the Transaction has been (or will be prior to Closing) duly and validly authorized by the board of directors of Buyer and any such Affiliates, and will not (i) violate any provisions of the articles of incorporation, the by-laws or any other governing documents or corporate documents of Buyer or its Affiliates; (ii) violate any Law; or (iii) violate any Court Order binding upon Buyer or its Affiliates.

7.3 Binding Nature and Enforceability of Agreement.

This Agreement, and all other documents delivered or to be delivered to Seller and its Affiliates pursuant hereto, has been, or at delivery thereof in accordance with the terms hereof shall be, duly executed on behalf of Buyer and its Affiliates and are binding upon or with respect to documents to be delivered, will be binding upon Buyer and its Affiliates, and enforceable in accordance with their terms against Buyer and its Affiliates in all respects.

7.4 Consents. No authorization, approval, consent or order of, or registration, declaration or filing with, any court, Governmental Body or agency or other public or private body or Entity is required in connection with the execution, delivery or performance of this Agreement, any Attachment, or any other agreement, instrument or document to be delivered by or on behalf of Buyer in connection herewith.

7.5 Brokers and Finders. No broker, finder or other Entity acting in a similar capacity and entitled to receive compensation therefor has participated on behalf of Buyer in bringing about the Transaction, has rendered any services with respect thereto, or has been in any way involved therewith.

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties of Buyer and Seller shall survive the Closing of the Transaction and shall expire upon the second (2nd) anniversary of the Closing unless the affected party shall send to the other a Claim Notice for indemnification (as hereinafter defined) pursuant to Section 9 prior to such anniversary, in which event the matter(s) asserted in any such Claim Notice shall survive until the Claim Notice is resolved as provided hereinbelow.

Nothing contained herein shall be construed to limit the warranties of title contained in the Bill of Sale to be delivered hereunder, which warranties of title shall survive the Closing.

SECTION 9. INDEMNIFICATION

9.1 Seller's Indemnification. Subject to Section 9.3, Seller shall defend, indemnify and hold harmless Buyer and Foseco International Limited and their respective stockholders, directors, officers, employees, agents, representatives, Affiliates and successors against and from any Damages suffered by or resulting to any of them, and arising out of or from any of the following:

(a) Any inaccurate representation made by Seller or Praxair Technology, Inc. pursuant to this Agreement or the Intellectual Property Agreement;

(b) Any breach of warranty given by Seller or Praxair Technology, Inc. pursuant to this Agreement or the Intellectual Property Agreement;

(c) Any action, demand or claim by any third party against or affecting Buyer or the Intellectual Property or the Transferred Assets which, if successful, would give rise to a breach of any of the representations, warranties or covenants of Seller or Praxair Technology, Inc. pursuant to this Agreement or the Intellectual Property Agreement;

(d) Any default in the performance by Seller or Praxair Technology, Inc. of any of the covenants to be performed by Seller or Praxair Technology, Inc. pursuant to this Agreement or the Intellectual Property Agreement; and

(e) The failure of Seller to discharge or pay in full Retained Liabilities.

9.2 Buyer's Indemnification. Subject to Section 9.3, Buyer shall defend, indemnify and hold harmless Seller and Praxair Technology, Inc. and their respective stockholders, directors, officers, employees, agents, representatives, Affiliates and successors, against and from any Damages suffered by or resulting to any of them, and arising out of or from any of the following:

(a) Any inaccurate representation made by Buyer pursuant to this Agreement;

(b) Any breach of warranty given by Buyer pursuant to this Agreement;

(c) Any action, demand or claim by any third party against or affecting Seller or its Affiliates, which, if successful, would give rise to a breach of any of the representations, warranties or covenants of Buyer pursuant to this Agreement;

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(d) Any default in the performance by Buyer of any of the covenants to be performed by Buyer pursuant to this Agreement, including any Attachments;

(e) The failure of Buyer to discharge or pay in full when due any Assumed Liabilities or any Post-Closing Liabilities;

(f) The failure of Buyer to maintain the confidentiality of all records provided by Seller to Buyer pursuant of this Agreement with respect to each Employee or to maintain all such records in accordance with the requirement of all applicable Laws; and

(g) Any use by Buyer of the records provided by Seller to Buyer pursuant to this Agreement with respect to each Employee.

9.3 Limitation on Indemnification Liability.

(a) Indemnification in favor of Buyer and Foseco International Limited pursuant to Section 9.1 (i) shall not become effective until the aggregate dollar amount of all Damages indemnified against pursuant to such Section 9.1 exceeds \$100,000 (the "Threshold Amount"), and then only to the extent such aggregate amount exceeds the Threshold Amount; and (ii) shall terminate once the aggregate dollar amount of all Damages indemnified against pursuant to such Section 9.1 exceeds the Purchase Price (the "Indemnification Limit").

(b) Notwithstanding Section 9.3(a), indemnification in favor of Buyer and Foseco International Limited in connection with the failure of Seller to pay in full or discharge any Retained Liabilities shall not be subject to the conditions and limitations set forth in such Section 9.3(a).

(c) Indemnification in favor of Seller and Praxair Technology, Inc. pursuant to Section 9.2 (i) shall not become effective until the aggregate dollar amount of all Damages indemnified against pursuant to such Section 9.2 exceeds the Threshold Amount, and then only to the extent such aggregate amount exceeds the Threshold Amount; and (ii) shall terminate once the aggregate dollar amount of all Damages indemnified against pursuant to such Section 9.2 exceeds the Indemnification Limit.

(d) Notwithstanding Section 9.3(c), indemnification in favor of Seller and Praxair Technology, Inc. in connection with the failure of Buyer to pay in full or discharge any Assumed Liabilities or any Post-Closing Liabilities shall not be subject to the conditions and limitations set forth in Section 9.3(c).

SECTION 10. RESOLUTION OF INDEMNITY CLAIMS AND DISPUTES

10.1 Third Party Claims. (a) In the event that subsequent to the Closing Date any claim is asserted against a party hereto as to which such party is entitled to indemnification under Section 9 (the "Indemnified Party"), then such party shall send a written notice ("Claim Notice") to the other party (the "Indemnifying Party") within thirty days (30) after making such determination describing the nature and the amount of such item (provided, however, that if a claim arises by virtue of litigation, then in no event less than fourteen (14) days prior to the date in which an appearance or answer is due, whichever is earlier). The Indemnifying Party will have the right, upon written notice to the Indemnified Party within ten (10) days after receipt from the Indemnified Party of notice of such claim, to conduct at its expense the defense against such claim in its own name, or, if necessary, in the name of the Indemnified Party. In the event that the Indemnifying Party fails to give such notice, it will be deemed to have elected not to conduct the defense of the subject claim, and in such event the Indemnified Party will have the right to conduct such defense and to compromise and settle the claim only with the prior consent of the Indemnifying Party which shall not be unreasonably withheld. In the event that the Indemnifying Party does elect to conduct the defense of the subject claim, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested by it, all at the expense of the Indemnifying Party, and the indemnified party will have the right at its expense to participate in the defense, provided that the Indemnified Party will have the right to compromise and settle the claim only with the prior written consent of the Indemnifying Party. Any settlement to which the Indemnifying Party shall have consented in writing will conclusively be deemed to be an obligation with respect to which the Indemnified Party is entitled to indemnification hereunder.

(b) No Damages will be deemed to have been sustained by an Indemnified Party to the extent a third party provides recovery with respect thereto or to the extent of any proceeds received by such Indemnified Party from any insurance policies with respect thereto, pursuant to which policies each party hereto agrees to waive any right of subrogation it may have against the other party. In calculating the Damages which an Indemnified Party is entitled to recover hereunder, the amount of such Damage will take into account the actual beneficial tax effect of such Damage to the claiming party.

10.2 Cooperation. The Indemnified Party shall render assistance and cooperation and provide access to books, records and other information as the indemnifying party shall reasonably request in connection with its obligation to indemnify under Section 9.

10.3 Notification of Damages. (a) Buyer may from time to time and up to two (2) years after the Closing Date deliver to Seller written notices specifying the Damages for which Buyer reasonably and in good faith believes it is, or will as of the second anniversary of the Closing Date be, entitled to indemnification under Sections 9 and 10 of this Agreement. Any such notice will provide a reasonably detailed description of such Damages, including the basis of the indemnification claim. Promptly thereafter, Buyer and Seller will meet to review the notice and attempt to resolve any disputes between them with respect thereto. Any amounts agreed to by the parties shall be referred to as "Agreed Damages" and the amounts not agreed to shall be referred to as "Disputed Damages."

(b) If Buyer or its Affiliates are entitled to indemnification under Sections 9 and 10 of this Agreement, Seller shall, within thirty (30) days pay to Buyer the Agreed Damages due to Buyer or its Affiliates, if any.

(c) Seller may from time to time and up to two (2) years after the Closing Date deliver to Buyer written notices specifying the Damages for which Seller or its Affiliates reasonably and in good faith believes it is, or will as of the second anniversary of the Closing Date be, entitled to indemnification under Sections 9 and 10 of this Agreement. Any such notice will provide a reasonably detailed description of such Damages, including the basis of indemnification claim. Promptly thereafter, Seller and Buyer will meet to review the notice and attempt to resolve any disputes between them with respect thereto. Any amounts agreed to by the parties shall be referred to as "Agreed Damages" and the amounts not agreed to shall be referred to as "Disputed Damages."

(d) If Seller or its Affiliates is entitled to indemnification under Sections 9 and 10 of this Agreement, Buyer shall, within thirty (30) days pay to Seller the Agreed Damages due to Seller or its Affiliates, if any.

10.4 Resolution of Disputed Damages. If Buyer and Seller are unable to resolve the amount of Disputed Damages, if any, within thirty (30) days after the parties meet pursuant to Section 10.3(a) or 10.3(c) of this Agreement, the parties shall, promptly after the expiration of such time period, submit all unresolved Disputed Damages to an Arbiter selected pursuant to the procedure set forth in Section 4.2(d) of this Agreement. Promptly, but no later than 30 days after its acceptance of its appointment as Arbiter, the Arbiter shall determine, based solely on the presentation by Buyer and Seller, those items in dispute in the Disputed Damages and shall render a written report as to the resolution of each such dispute and the Arbiter's determination shall be conclusive and binding on the parties and shall be enforceable in a court of law.

10.5 Default Interest Rate and Attorney's Fees.

(a) Interest shall accrue to the benefit of the Indemnified Party, until paid in full as required hereunder, upon any Damages incurred by the Indemnified Party, commencing upon the date such Damages are incurred by the Indemnified Party, at the Normal Interest Rate.

(b) The Indemnified Party shall be entitled to recover from the Indemnifying Party the cost of any collection fees or expenses reasonably incurred in order to collect any Damages, including without limitation, reasonable attorney's fees.

SECTION 11. ACCESS TO RECORDS. (a) Seller grants to Buyer and Foseco International Limited and their respective agents during normal business hours full and complete access to such business documents and records pertaining to the SNIF Business as Buyer or Foseco International Limited may reasonably request in order that Buyer and Foseco International Limited may become more fully acquainted with the Transferred Assets, the Intellectual Property and the SNIF Business and the value of the SNIF Business. Nothing herein shall be construed to grant Buyer or Foseco International Limited access to any information relating to the business or assets of Seller other than any information related to the SNIF Business, the Transferred Assets, the Intellectual Property or the obligations of Seller under this Agreement.

(b) For a period of two (2) years after the Closing Date, Buyer shall allow Seller and Seller's representatives access to all business records and files of the SNIF Business which are transferred to Buyer in connection herewith, during regular business hours and upon reasonable notice at Buyer's principal place of business or at any location where such records are stored, and Seller shall have the right, at its own expense, to make copies of any such records and files; provided, however, that any such access or copying shall be had or done in such a manner so as not to materially interfere with the normal conduct of Buyer's business or operations.

SECTION 12. BUYER'S CONDITIONS PRECEDENT TO CLOSING

The obligation of Buyer to consummate this Agreement, and to perform hereunder at Closing, in any respect, is subject to and conditioned upon the satisfaction, at or prior to the Closing Date, of each and every one of the following conditions precedent:

12.1 Compliance with Agreement. All of the terms and conditions of this Agreement to be complied with and performed by Seller on or before the Closing Date, including the delivery to Buyer of all schedules, documents and instruments required to be delivered to Buyer hereunder, shall have been complied with and performed, and Seller shall have permitted Buyer to conduct a

full and complete due diligence inspection as contemplated herein.

12.2 Representations and Warranties. All representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on the Closing Date, subject to any changes contemplated by this Agreement.

12.3 No Pending Legal Action. As of the Closing Date, there is no pending or known to be any threatened Legal Proceeding which, if adversely determined, would materially impair the right or ability of Buyer to carry on and conduct the SNIF Business being purchased hereunder, after the Closing Date, in the manner heretofore conducted, or would materially adversely affect the use or ownership by Buyer or Fosco International Limited of the Transferred Assets and Intellectual Property.

12.4 Consents. Seller will have obtained, at its expense and in form and substance satisfactory to Buyer, all consents listed on Schedule 23.

12.5 No Material Adverse Change. Except as expressly described on Schedule 12, there shall not have been a material adverse change in the SNIF Business, Transferred Assets, the Intellectual Property, employee, supplier or customer relations of the SNIF Business or operating results of the SNIF Business since the date hereof.

12.6 Delivery of Documents. Seller shall have delivered to Buyer each of the documents listed on Schedule 24, all in form and substance satisfactory to Buyer.

12.7 Employment Agreements. Employment Agreements, substantially in the form of Exhibit F hereto, for the key employees as set forth in Section 15.1(b)(1), each of even date herewith, shall be in full force and effect as of the Closing Date.

12.8 Sublease. The Sublease Agreement by and between Seller as Sublessor and Buyer as Sublessee, and the Olen Use Permit by and between Praxair, N.V. and Buyer, each in form satisfactory to Buyer, shall be in full force and effect as of the Closing Date.

12.9 European Consents. Any approvals of any European Competition Authorities will have been obtained.

SECTION 13. SELLER'S CONDITIONS PRECEDENT TO CLOSING

The obligation of Seller to consummate this Agreement, and to perform hereunder at Closing, in any respect, is subject to and conditioned upon the satisfaction, at or prior to the

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Closing Date, of each and every one of the following conditions precedent:

13.1 Compliance with Agreement. All of the terms and conditions of this Agreement to be complied with the performed by Buyer on or before the Closing Date, including the delivery to Seller of all schedules, documents and instruments required to be delivered to Seller hereunder, shall have been complied with and performed.

13.2 Representations and Warranties. All representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on the Closing Date, subject to any changes contemplated by this Agreement.

13.3 No Pending Legal Action. As of the Closing Date, there is no pending or known to be any threatened Legal Proceeding, which, if adversely determined, would materially impair the right or ability of Seller to perform this Agreement.

13.4 Consents. Buyer will have obtained, at its expense and in form satisfactory to Seller, any consents required for it to enter into and perform its obligations under this Agreement.

13.5 Delivery of Documents. Buyer shall have delivered to Seller each of the documents listed on Schedule 24, all in form and substance satisfactory to Seller.

13.6 Employee Matters. The agreements contemplated by Section 15.1(e)(i) and (ii) shall be in full force and effect as of the Closing Date.

SECTION 14. ADDITIONAL COVENANTS OF SELLER

14.1 Operation of the SNIF Business During the Interim Period. Commencing on the Effective Date of this Agreement and ending on the Closing Date (the "Interim Period"), except as otherwise specifically consented to or agreed to in writing by Buyer, Seller and its Affiliates shall continue to operate the SNIF Business, in the ordinary course and in substantially the same manner as it has been operated in the past, and with respect to the SNIF Business:

(a) Use all reasonable efforts to retain all present employees of the SNIF Business;

(b) Use all reasonable efforts to maintain pleasant and harmonious relationships with vendors, customers, and others having contact or dealings with the SNIF Business;

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(c) Subject to Seller's existing document retention policy, exercise due diligence in safeguarding and maintaining the confidentiality and existence of all books, reports, records and data pertaining to the SNIF Business;

(d) Except for planned annual salary adjustments effective April 1, 1995, and as set forth in Schedule 15, not increase any salary, pay or other employment related benefits to any officers, employees or agents of the SNIF Business;

(e) Not enter into any contracts or transactions, except in the ordinary course of business, on account of the SNIF Business (except as required by this Agreement);

(f) Continue to comply in all material respects with all Laws applicable to the SNIF Business and comply with all Contracts currently in force with respect to the SNIF Business;

(g) Pay (or perform) all Liabilities with respect to the SNIF Business, including without limitation those assumed by Buyer pursuant to Section 5.1, in the ordinary course of business, and in a manner consistent with past practice; provided, however, that Seller shall have the right to contest such Liabilities in good faith and in a manner consistent with past practice;

(h) Replenish Inventory of the SNIF Business in a manner consistent with past practice; and

(i) Not sell, transfer, dissipate or otherwise make any disposition of any of the Transferred Assets or the Intellectual Property, except for dispositions of current assets in the ordinary course of business.

14.2 Updating of Schedules. Seller shall notify Buyer of any changes, additions or events which may cause or change or cause any material change in or addition to the Schedules promptly after the occurrence of the same and again at the Closing by delivery of appropriate updates to the Schedules. Buyer shall promptly notify Seller of any inaccuracies contained in the Schedules or any changes, additions, or events which may cause material changes in or additions to the Schedules if Buyer becomes aware of any such inaccuracies, changes, additions or events. Furthermore, Seller shall advise Buyer promptly, in writing, prior to and including the Closing upon learning of any condition or circumstance occurring from the Effective Date up to and including the Closing Date which would cause its representations and warranties hereunder to be or become untrue or inaccurate in any material respect. If any such change or update relates to information which was in Seller's possession on the date of this Agreement, then Buyer may by written notice delivered to Seller within three (3) days after notification of such change or update terminate this Agreement. Otherwise, Buyer may terminate this Agreement as a result of such change or update

only if Buyer reasonably and in good faith believes that such change or update will have a material adverse effect on the SNIF Business.

14.3 Post-Closing Duty to Notify. For a period of two (2) years after Closing, Seller and its Affiliates shall promptly deliver to Buyer all mail, notices or notifications received by Seller and its Affiliates, after the Closing, pertaining to the SNIF Business or the Transferred Assets and the Intellectual Property. In addition, to the extent Seller or its Affiliates receive after the Closing any payments of Accounts Receivable, such payment shall be remitted (without charge to Buyer) to Buyer on the 30th of each month after the Closing Date.

14.4 Publicity and Disclosure. Prior to the Closing Date, any news release or announcement to third parties by Seller pertaining to this Agreement, or the Transaction, shall be submitted first to Buyer for its approval.

Except as reasonably necessary to carry on the terms of this Agreement, in no event shall Seller disclose to any Entity any of the terms or provisions of this Agreement or the Attachments, at any time, either before or after Closing, without first obtaining the written consent of Buyer, except as required by a Court Order or as required by Law, in which event Seller shall immediately notify Buyer of such impending disclosure.

14.5 Transfer Taxes. Seller shall pay one-half of the aggregate of all sales, use, documentary and other transfer Taxes, if any, assessed by any Governmental Body as a result of the purchase, sale or transfer of the Transferred Assets or the Intellectual Property whether imposed by Law on Seller or its Affiliates or Buyer or Foseco International Limited, and Seller shall indemnify, reimburse and hold harmless Buyer and its Affiliates in respect of the liability for payment of or failure to pay any such Taxes or the filing of or failure to file any reports required in connection therewith. Seller shall cooperate with Buyer and its Affiliates in the preparation and filing of any reports or information required to be filed in connection with the payment of such Taxes.

14.6 Non-Competition Agreement. In any countries in which the SNIF Business has any operations or effectuates any sales, Seller and its Affiliates shall not for three (3) years after the Closing Date directly or indirectly own, manage, operate or control or participate in the ownership, management, operation or control of, or act as a partner or trustee of any Entity that is involved in any business that is competitive with the SNIF Business, provided that the foregoing shall not prevent Seller and its Affiliates from (a) owning for solely investment purposes less than a five (5) percent equity interest in any Entity, which equity interest is publicly traded in major stock exchanges in the world, or (b) acquiring an Entity whose primary business operations are not competitive with the SNIF Business

but may nevertheless have insubstantial business operations (comprising less than 10% of its consolidated net revenues) that are competitive with the SNIF Business, in which case Seller agrees to enter into good faith negotiations with Buyer for the purpose of selling such competitive business operations to Buyer. In the event Seller and Buyer are unable, despite such good faith negotiations, to reach agreement for the sale of such competitive business operations to Buyer, the ownership or interest of Seller or any of its Affiliates in such competitive operations shall not be deemed to constitute a breach hereunder. The parties acknowledge that damages and remedies at law for any breach of this Section 14.7 will be inadequate and that Buyer shall be entitled to specific performance and other equitable remedies (including any injunction) and such other relief as a court may deem appropriate in addition to any other remedies Buyer may have.

SECTION 15. ADDITIONAL COVENANTS OF BUYER

15.1 Employee Matters.

(a) Employment of U.S. Employees. Effective as of the Closing, Buyer shall offer employment to all full-time employees of Seller whose principal work location is in the U.S. and who are listed on Schedule 25 hereto ("U.S. Employees"). Except as specifically described in this Section 15.1, such offers of employment shall be on terms and conditions substantially similar to those currently provided by Buyer to similarly situated employees of Buyer, which terms and conditions previously have been disclosed by Buyer to Seller. Buyer and Seller agree that the terms and conditions of employment to be offered by Buyer to U.S. Employees will provide a total compensation and fringe benefits package to U.S. Employees who accept Buyer's offer of employment which is substantially equivalent in the aggregate to the compensation and fringe benefits package provided to U.S. Employees by Seller. The cash compensation offered by Buyer to U.S. Employees will include amounts that recognize the difference between (i) Seller's 401(k) Plan and Buyer's 401(k) Plan (as hereinafter defined) and (ii) Seller's vacation policy and Buyer's vacation policy.

(b) Agreements With Respect to U.S. Employees And Services.

(i) Key U.S. Employees. Effective as of the Closing, and as a condition to Buyer's obligation to consummate this Agreement and to perform hereunder at Closing, Buyer shall enter into employment agreements ("Employment Agreements") substantially in the form of Exhibit F hereto with Ray Sarlitto and with at least six of the eight U.S. Employees listed on Schedule 25 hereto, provided however, that one of the six employees must be either Dave Busch or John Geralamo.

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(ii) Consulting Services. For the three-month period commencing on the Closing Date (through the end of 1995 in the case of Arthur Paulsen), and as a condition to the Buyer's obligation to consummate this Agreement and to perform hereunder at Closing, (i) Seller shall use its best efforts to continue to employ Sharon Saupp, Arthur Paulsen and Sue DiBrango for the purpose of providing their services to Buyer with respect to the SNIF Business, provided that Buyer may terminate its utilization of the services of Sharon Saupp prior to the end of such three-month period at any time without penalty, and (ii) Buyer and Seller shall enter into a U.S. Employees' Services Agreement substantially in the form of Exhibit I hereto and such other agreements as either party may reasonably request regarding Seller's provision of such services to Buyer.

(c) Benefits for U.S. Employees.

(i) Retiree Medical and Life Obligations. Seller agrees to provide post-retirement medical benefits and post-retirement life insurance benefits under the terms and conditions of its retiree medical and retiree life insurance plans (as such plans may be amended from time to time) to those U.S. Employees listed on Schedule 25, following such U.S. Employees' retirement from Seller or Buyer.

(ii) Severance Payment Obligations. Buyer shall be liable for all severance pay or other separation benefits to which any U.S. Employee may become entitled as a result of termination of employment with Buyer after the Closing in accordance with Buyer's standard severance pay policy, which shall provide severance pay for any U.S. employee who becomes entitled thereto in an amount at least equal to one week's salary for each year of combined Buyer/Seller service. Notwithstanding the foregoing, in the event that Buyer requires any U.S. Employee to relocate to a location that is 50 or more miles from such U.S. Employee's work location as of the Closing, Buyer shall pay severance benefits in an amount at least equal to one week's salary for each year of combined Buyer/Seller service to any such U.S. Employee who declines Buyer's offer to relocate.

(iii) Vacation Policy. For the remainder of the 1995 calendar year following the Closing Date, U.S. Employees shall be entitled to take vacations up to the number of unused vacation days each U.S. Employee had as of the Closing Date under Seller's vacation policy (not counting for this purpose any unused vacation carried over into 1995 by any U.S. Employee from any previous year ("pre-1995 unused vacation")). Seller shall pay to each U.S. Employee in a single lump sum payment as soon as practicable following the Closing, the U.S. Employee's pre-1995 unused vacation as of the Closing Date. Effective January 1, 1996, U.S. Employees will be entitled to vacation based on the terms of Buyer's vacation policy recognizing combined service with the Buyer and Seller.

(iv) Performance Sharing Payments. (A) For the third and fourth quarters of 1995, U.S. Employees will be eligible for a quarterly bonus based on the operating profits of the SNIF Business. For each such quarter in which the SNIF Business achieves a operating profit of at least \$600,000, each U.S. employee will receive a bonus equal to 1% of his or her base salary in effect for that quarter, plus an additional bonus of 1% of his or her base salary for each additional \$5,000 of operating profit over \$605,000, up to a maximum bonus of up to 15%. Operating profit of the SNIF Business shall be determined for purposes of the bonus calculations described in this Section 5.1(c)(iv)(A) without any allocation of any of Buyer's non-SNIF overhead costs to the SNIF Business, and without regard to any extraordinary item arising from or in connection with the transaction contemplated by this Agreement.

(B) Effective on and after January 1, 1996, U.S. Employees will become participants in and be paid performance or profit sharing benefits in accordance with the terms of such performance or profit sharing benefits plans as Buyer may in its discretion maintain from time to time.

(v) 401(k) Plan. Seller shall cause appropriate amendments to be made to Seller's 401(k) Plan (if required) to permit distributions of 401(k) Plan benefits to be made to U.S. Employees who accept offers of employment with Buyer. Buyer agrees to cause the Fosco Holding, Inc. Savings and Investment Plan ("Buyer's 401(k) Plan") to accept transfers of such benefits to Buyer's 401(k) Plan by U.S. Employees who accept Buyer's offer of employment, to the extent that such transfers qualify as "eligible rollover distributions" (as defined in Sections 401(a)(31) and 402(f)(2)(A) of the Code).

(vi) Pension Plan. To the extent permitted by the Code, prior to Closing, Buyer shall cause appropriate amendments to be made to the Fosco, Inc. Pension Plan for Salaried Employees ("Buyer's Pension Plan") to provide for (1) the accrual of benefits for U.S. Employees under the benefit formula (including all subsidies) currently contained in Seller's Pension Plan, (2) the granting of past benefit and vesting service credit for periods of employment with Seller, and (3) an offset for benefits which are payable under Seller's Pension Plan. Prior to the Closing, Seller shall cause appropriate amendments to be made to Seller's Pension Plan to provide that any U.S. Employee who continues employment with Buyer shall have his or her eligibility for retirement benefits (*i.e.*, for vested, early reduced retirement and early nonreduced retirement) from Seller's Plan determined using combined service with Buyer and Seller and the age of the U.S. Employee at the date of retirement from Buyer.

Seller shall have the right to suspend payment of benefits under Seller's Pension Plan to any U.S. Employee for any period during which such U.S. Employee is an employee of Buyer

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or, unless otherwise agreed to in writing by Seller, an independent contractor or consultant performing duties for Buyer on a substantially fulltime basis. The amendments to Buyer's Pension Plan described above shall be subject to review and approval by Seller and the amendments to Seller's Pension Plan shall be subject to review and approval by Buyer. Neither such approval shall be unreasonably withheld. Seller shall provide Buyer with such information regarding Seller's Pension Plan and Employees' benefits thereunder as Buyer shall reasonably request in order for Buyer to administer the offset for benefits under Seller's Pension Plan.

(d) Employment of European Employees. Effective as of the Closing, and as a condition to the Buyer's obligation to consummate this Agreement and to perform at the Closing, Seller shall assign to Buyer and Buyer shall assume, effective as of the Closing, the employment agreements between the European Affiliates of Seller (collectively, the "European Employer") and those full-time employees whose principal work location is in Europe who are listed on Schedule 25 hereto ("European Employees"). The European Employees have previously consented to such assignment and assumption.

(e) Consulting Services With Respect to European Employees And Services. Through the end of 1995, Seller shall cause the European Employer to use its best efforts to continue to employ Mary Houston for the purpose of providing her services to Buyer with respect to the SNIF Business. Buyer and Seller (or the European Employer) shall enter into a Employees' Services Agreement substantially in the form of Exhibit I hereto and such other agreements as either party may reasonably request regarding Seller's provision of such services to Buyer.

(f) Benefits for European Employees.

(i) Pension Plan. Seller and Buyer shall cause the existing, insured retirement arrangement for the affected European Employees to be transferred from the Seller to the Buyer effective as soon as practical following the closing.

(ii) Severance Pay. Buyer shall be liable for all severance pay or other separation benefits to which any European Employee may become entitled on or after the Closing. In addition, in the event that Buyer requests any European Employee who becomes employed by Buyer or its Affiliate to relocate to a location that is 50 or more miles from such European Employee's work location on the Closing Date, Buyer shall pay severance benefits to any European Employee who declines Buyer's offer to relocate. Severance benefits shall be no less than those to which such European Employee shall be entitled applying Formula Clays.

(g) Other Employee Matters.

(i) Buyer's Affiliate. At Buyer's option, Buyer may cause any obligation of Buyer pursuant to Subsections d, e and f above to be discharged by an Affiliate of Buyer; provided, however, that Buyer shall remain liable to Seller for the failure of such Affiliate of Buyer to fully discharge such obligations.

(ii) Standard Employee Agreements. As a condition of employment, any Employee who accepts Buyer's offer of employment will be required by Buyer to execute the Buyer's standard secrecy, noncompetition and conflict of interest agreements, and any failure by Buyer to employ any Employee due solely to such employees failure to execute such agreements shall not be deemed a failure by Buyer to offer employment to such Employee.

(iii) Past Service Credit. Buyer shall recognize all periods of employment of each Employee prior to the Closing Date with Seller, the European Employer, and/or any predecessor of Seller or the European Employer for all purposes (including, without limitation, for calculating vacation pay, severance pay and retirement benefits) as if such Employee had been so employed by Buyer during such periods of employment.

(iv) Seller shall provide Buyer with a complete copy of Seller's personnel file (and such other related materials as Buyer may reasonably request) with respect to each Employee who accepts Buyer's offer of employment. Buyer shall keep all Employee records received from Seller confidential and shall maintain such records in accordance with the requirements of all applicable laws.

(v) Obligations With Respect to Employee Benefits and Employment Matters. Except to the extent expressly provided in this Agreement, (1) Seller shall be responsible for any and all employment-related liabilities, demands or other claims, including, without limitation, wages, vacations, payroll expenses or taxes, other benefits or workers compensation or other employment-related claims, arising out of the employment of the Employees by Seller prior to the Closing Date, and (2) Buyer shall be responsible for any and all such liabilities arising out of employment of the Employees by Buyer on and after the Closing Date (including, without limitation, for at least 1995 the 13th month bonus payable to European Employees in December of each year).

(vi) Buyer shall indemnify, reimburse and hold harmless Seller and the European Employer in respect of any liability of Seller or the European Employer arising after the Closing due to the failure of (i) Buyer's total compensation and fringe benefits package to U.S. Employees who accept Buyer's offer of employment to be substantially equivalent in the aggregate to the compensation and fringe benefits package provided to U.S. Employees by Seller prior to the Closing, and (ii) the compensation and fringe benefits of Buyer or its Affiliate to European Employees who accept the offer of

employment of Buyer or its Affiliate to be equal to or better than the compensation and benefits provided to European Employees by the European Employer prior to the Closing Date.

15.2 Post-Closing Duty to Notify. For a period of two (2) years after Closing, Buyer shall promptly deliver to Seller all mail, notices or notifications received by Buyer, after the Closing, addressed to Seller and not related to the SNIF Business or the Transferred Assets or the Intellectual Property.

15.3 Publicity and Disclosure. Prior to the Closing Date, any news release or announcement by Buyer to third parties pertaining to the Agreement, or the Transaction, shall be submitted first to Seller for its approval.

Except as reasonably necessary to carry out the terms of this Agreement, in no event shall Buyer disclose to any Entity any of the terms or provisions of this Agreement or the Attachments, at any time, either before or after Closing, without first obtaining the written consent of Seller, except as required by a Court Order or as required by Law, in which event Buyer shall immediately notify Seller of such impending disclosure.

15.4 Transfer Taxes. Buyer shall pay one-half of the aggregate of all sales, use, documentary and other transfer Taxes, if any, assessed by any Governmental Body as a result of the purchase, sale or transfer of the Transferred Assets or the Intellectual Property whether imposed by Law on Seller or its Affiliates or Buyer or Fosco International Limited, and Buyer shall indemnify, reimburse and hold harmless Seller and its Affiliates in respect of the liability for payment of or failure to pay any such Taxes or the filing of or failure to file any reports required in connection therewith. Buyer shall cooperate with Seller and its Affiliates in the preparation and filing of any reports or information required to be filed in connection with the payment of such Taxes.

SECTION 16. CLOSING

16.1 Time and Place of Table Closing. The transfers and deliveries contemplated hereby shall take place on the Closing Date at 10:00 a.m., Eastern Standard Time, at the offices of Jones, Day, Reavis & Pogue, 599 Lexington Avenue, New York, NY 10022, or such other date, time or place as the parties may mutually agree. For financial accounting purposes, Seller will have the economic benefit (and incur the economic detriment) of the SNIF Business through 11:59 p.m. Eastern Standard Time of July 14, 1995, and thereafter Buyer will have the economic benefit (and incur the economic detriment) of the SNIF Business.

16.2 Deliverables at the Closing. (a) Seller shall deliver to Buyer at Closing Seller's deliverables set forth in Schedule 24.

(b) Buyer shall deliver to Seller at Closing Buyer's deliverables set forth in Schedule 24.

16.3 Termination. (a) This Agreement may be terminated prior to the Closing as follows:

(i) At the election of Seller, if any one or more of the conditions to its obligation to close as specified in Section 13 has not been fulfilled within 90 days after the date of this Agreement.

(ii) At the election of Buyer, if any one or more of the conditions to its obligation to close as specified in Section 12 has not been fulfilled within 90 days after the date of this Agreement.

(iii) At the election of Buyer or Seller, if any Legal Proceeding is commenced or threatened by any Governmental Body or other Entity directed against the consummation of the Closing and either Buyer or Seller, as the case may be, reasonably and in good faith deems it impractical or inadvisable to proceed in view of such Legal Proceeding or threat thereof.

(iv) At any time as mutually agreed upon by Buyer and Seller.

(b) In the event of termination of this Agreement pursuant to this Section 16.3, the Agreement will become null and void and have no further force or effect.

SECTION 17. MISCELLANEOUS

17.1 Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they apply, and they shall not be considered in construing the terms of this Agreement.

17.2 Governing Law. The laws of the State of New York shall govern the interpretation, construction and enforcement of this Agreement and the Attachments.

17.3 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original for all purposes.

17.4 Partial Invalidity. If any provision of this Agreement is invalid or is held illegal or unenforceable, then notwithstanding any such invalidity, illegality, or unenforceability of such provision, the remainder of this Agreement shall subsist and shall be in full force and effect as

though such invalid, illegal or unenforceable provision had been omitted from this Agreement.

17.5 Entire Agreement. This Agreement and the Attachments embody the entire agreement of the parties with respect to the Transaction. There are no promises, terms, conditions or obligations other than those contained herein and in the Attachments; and this Agreement and in the Attachments shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Without limiting the foregoing, no letter, telegram, or other communication passing between the parties hereto, concerning any matter during the negotiation of this Agreement, shall be deemed a part of this Agreement and the Attachments, nor shall it have the effect of modifying or adding to this Agreement and the Attachments.

17.6 Additional Documents and Further Acts. Each party shall, and, as necessary, cause its respective Affiliates to, execute and deliver, to the other party, subsequent to the Closing, such other documents or instruments as may be reasonably necessary to effectuate the provisions and purpose of this Agreement and the Intellectual Property Agreement. Without limiting the generality of the foregoing, Seller shall perform all reasonable acts to cause any licenses or permits issued to Seller or its Affiliates to be assigned or transferred to Buyer or Fosco International Limited in order that Buyer may conduct the SNIF Business and Fosco International Limited may own and use the Intellectual Property subsequent to the Closing as herein contemplated.

17.7 No Amendment. No amendment, modification, change or discharge of any term or provision of this Agreement and the Attachments shall be valid or binding unless the same is in writing and signed by all the parties hereto. No waiver of any of the terms of this Agreement and the Attachments shall be valid unless signed by the parties against whom such waiver is asserted.

17.8 Construction. This Agreement has been prepared by the joint efforts of the respective attorneys for Buyer and Seller. This Agreement should be interpreted fairly, and not strictly construed against either party.

17.9 No Third Party Beneficiaries. The parties affirmatively state that they do not intend to confer any legal or contractual rights or benefits upon any third persons or Entities other than Fosco International Limited, either directly or incidentally, and all legal rights, duties and obligations set forth in this Agreement shall bind and benefit the parties hereto.

17.10 Notices. Any notices required to be sent hereunder by any of the parties will in every case be in writing

TO:EMMA THOMPSON COMPANY:9503 E. MONTGOMERY STREET

and will be deemed properly served if (i) telexed or sent by facsimile, (ii) delivered personally, (iii) sent by airmail, registered or certified mail, in all such cases with first class postage pre-paid, return receipt requested, or (iv) sent by a recognized overnight courier service, pre-paid, to the parties at the addresses set forth below or at such other addresses as may be furnished in writing.

If to Seller:

Praxair, Inc.
39 Old Ridgebury Road
Danbury, CT 06817-0001
Attention: Vice President,
Marketing-Merchant Gases
Facsimile No.: (203) 837-2540

If to Buyer:

Foseco, Inc.
20200 Sheldon Road
Cleveland, Ohio 44142
Attention: President
Facsimile No.: 216/243-7658

With a copy to:

Jones, Day, Reavis & Pogue
901 Lakeside Avenue
Cleveland, Ohio 44114
Attention: John P. Dunn, Esq.
Facsimile No.: 216/579-0212

Date of service of such notice will be (i) the date such notice is sent if served by telex, facsimile transmission or personally delivered (ii) four (4) days after the date of mailing if sent by airmail, certified or registered mail or (iii) two days if sent by overnight courier.

17.11 Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, their respective assigns, and personal representatives and successors.

17.12 Incorporation by Reference. All exhibits and documents attached hereto shall be deemed to be incorporated herein by reference as though fully set forth herein.

17.13 Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses incidental to the preparation of this Agreement, the carrying out

TO: EMMA THOMPSON COMPANY: 9503 E. MONTGOMERY STREET

of the provisions of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, intending to be legally bound thereby.

PRAXAIR, INC.

By: James S. Smith
Name: JAMES S SMITH
Title: VICE PRESIDENT TREASURER

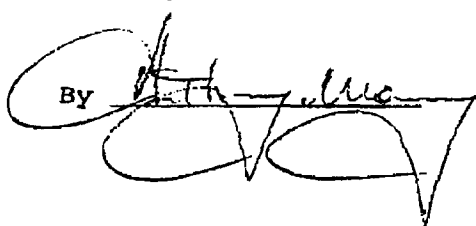
FOSECO, INC.

By: Anthony Money
Name: Anthony Money
Title: Vice President

O:EMMA THOMPSON COMPANY:9503 E. MONTGOMERY STREET

The parties have executed the attached Asset Purchase Agreement even though Exhibits A, B, C-1, C-2, D-1, D-2, G, H and I are not finalized. The parties will use their best efforts to finalize said exhibits by July 14, 1995 or such later date as the parties may agree. In the event the foregoing is not achieved, either party may terminate the Asset Purchase Agreement by written notice to the other party after July 14, 1995.

Foseco, Inc.

By 

Praxair, Inc.

By 

NYMAIN02 Doc: 133191_1