



**OPT-OUT NOTICE -- NUCO2 BEVERAGE GAS SYSTEM INSPECTION PROGRAM**

Corporate Name \_\_\_\_\_ DBA: \_\_\_\_\_ Account No. \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Re: NuCO2 Beverage Gas Equipment/Product Supply Agreement

Dear Customer:

Reference is hereby made to your beverage gas equipment/product supply agreement (the "Customer Contract") with NuCO2 LLC or one of its predecessors or affiliates ("NuCO2"). In connection with your Customer Contract, you have requested to opt-out of NuCO2's periodic inspection and testing service for the carbon dioxide beverage dispensing systems and carbon dioxide gas detection systems (collectively, the "Beverage Gas System") installed at each of the Location(s) (as defined in your Customer Contract) identified on the attached Schedule 1 (the "Accommodation"), and NuCO2 is willing to agree to this Accommodation upon the terms and conditions set forth herein.

As a condition to the Accommodation, you acknowledge and agree that you (i) assume all risk and liability for loss, damage or injury to persons or property, whether direct, indirect, consequential, special or incidental and regardless of how they may be characterized, however caused, in whole or part, arising out of your or your designated third party vendor's or other agent's performance (or failure to perform, in whole or part) any inspection and/or testing or obligation related thereto of any Beverage Gas System at the Location(s) set forth on Schedule 1; (ii) release NuCO2 and its affiliates and all of their directors, officers, agents, representatives, employees, successors and assigns, (including without limitation, any former such persons) and NuCO2's direct or indirect owners ("Releasees") from any present or future liability regarding any inspection and/or testing or obligation related thereto of any Beverage Gas System at the Location(s) set forth on Schedule 1; and (iii) agree to defend, indemnify and hold harmless NuCO2 and its affiliates and all of their Releasees from and against any and all loss, cost, damage, liability, claim, or expense, including, but not limited to, reasonable attorneys' fees and court costs, arising out of the injury to or death of persons, or damage to or destruction of property, or governmental fines or penalties, in any manner caused by, resulting from, or connected with your or your designated third party vendor's or other agent's performance (or failure to perform, in whole or part) any inspection and/or testing or obligation related thereto of any Beverage Gas System at the Location(s) set forth on Schedule 1.

Notwithstanding anything in this document or the Customer Contract, NuCO2 may terminate this Accommodation at any time in its sole and absolute discretion; it being understood and agreed that the conditions stated above to the Accommodation are intended to survive any termination of this Accommodation and shall survive the termination of this Accommodation.

This Accommodation, and any claim, controversy, dispute or proceeding arising out of or related to this Accommodation will be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflicts of law provision that would render applicable the laws of any other jurisdiction. Should any part of this Accommodation for any reason be declared invalid, such decision shall not affect the validity of any other portion, which remaining portions shall remain in force and effect as if this Accommodation had been executed with the invalid provision(s) thereof eliminated, and it is the declared intention of the parties that they would have executed the remaining portion of this Accommodation without including therein any such part or portion which may be declared invalid.

Please indicate your agreement and acceptance of the foregoing by signing in the space provided below and returning a countersigned copy of this document to my attention at [beveragegasinspections@nuco2.com](mailto:beveragegasinspections@nuco2.com).

Sincerely,

NuCO2 LLC Contract Administrator

ACCEPTED & AGREED BY:

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

