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3. Seller and Buyer shall each be given the right to examine at reasonable times (during regular office hours of each) the books and records and charts of the other to the extent necessary to verify the accuracy of any statement, chart, computation or demand made under or pursuant to any of the provisions of this agreement.

4. Seller shall be deemed to be in control and possession of the gas delivered hereunder and responsible for any damage or injury caused thereby until the same shall have been delivered to Buyer at the delivery point designated in Article V hereof, after which delivery Buyer shall be deemed to be in exclusive control and possession of the gas and responsible for any injury or damage caused thereby.

5. In connection with the performance of the work under this agreement, the parties hereto agree not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties hereto agree to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The parties hereto agree to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies of raw materials.