

Gas Supply Terms & Conditions

1. PRICE, EQUIPMENT SERVICE CHARGE PURCHASES AND PAYMENTS

- 1.1 The price for items sold to customer shall be as applicable at the time of delivery and shall be varied from time to time by Plusgas upon notice to Customer in any form.
- 1.2 The Equipment Service Charge or Rental Charge shall be as applicable at the time of possession of the equipment/items and shall be varied from time to time by Plusgas upon notice to Customer in any form.
- 1.3 Customer shall pay Plusgas for items and any Equipment Service Charge or Rental Charge before or when they become due.
- 1.4 A party shall, upon prompt notice thereof to the other party, be excused from performance of an obligation to supply or purchase product hereunder to the extent that the party is prevented or restricted from such performance by any matter not reasonably within the party's control. If there is or is likely to be a shortage of items, Plusgas may ration its available supply reasonably amongst its customers and shall not be obliged to replace any affected source of supply if it involves additional expense.
- 1.5 The customer agrees to pay any late payment fee's and or charges occurred in collection of payments.
- 1.6 All items remain the property of Plusgas until paid in full.

2. EQUIPMENT AND MAINTENANCE

- 2.1 The equipment includes any equipment provided by Plusgas to Customer during the currency of this Agreement and any part thereof. This includes all items supplied to the Customer.
- 2.2 Customer shall store all items securely, complying with all legal and statutory requirements and industry standards.

3. PREMISES AND EQUIPMENT

- 3.1 All equipment and items remain at all times the sole property of Plusgas. Customer shall not purport to sell, encumber, part with possession of, or otherwise do anything prejudicial to Plusgas title to the equipment and/or items. Customer shall keep legible and visible all trade marks and signs of Plusgas on Equipment and items. Customer shall not remove the Equipment and items from the Premises during the currency of this Agreement. Customer shall not make any alteration to the Equipment or items or allow any attachment to be affixed or used in the operation of the Equipment and/or items without the prior written consent of Plusgas.
- 3.2 Customer shall only use the equipment and items to store or dispense Plusgas items.
- 3.3 Plusgas is irrevocably authorised to enter the premises at all reasonable times to exercise any of its rights or perform any of its obligations under this agreement and to do any act ancillary thereto.

4. SAFETY

- 4.1 In respect of Plusgas and the Equipment and items customer shall:
 - (a) at all times handle items only in a safe manner
 - (b) comply with all laws and all requirements and any statutory authority
 - (c) comply with all reasonable instructions of Plusgas relating to safe handling or storage;
 - (d) ensure that customer and all its servants and agents who handle Plusgas equipment or items are fully trained to do so in a safe and proper manner and are informed of and fully understand all relevant laws and statutory regulations and instructions of Plusgas relating thereto;
 - (e) not use the Equipment or Items if it is not or appears to Customer not to be, in good working order;
 - (f) notify Plusgas by telephone immediately upon becoming aware of or suspecting a defect in the equipment.
 - (g) not permit anyone other than Plusgas to restock equipment supplied or hired.

5. PERIOD, CONTINUATION AND TERMINATION

- 5.1 Plusgas may terminate this Agreement by notice to Customer forthwith if Customer fails to perform an obligation of this agreement and fails to rectify this non performance with seven (7) days of notice thereof by Plusgas to Customer or Customer breaches a clause of this Agreement.
- 5.2 On termination hereof (whether by expiry of time or otherwise) and without limiting any claim Plusgas may have for damages: Plusgas shall be immediately entitled to possession of the Equipment and items and Customer shall at Customer's expense return the Equipment to Plusgas equipment storage point nearest the Premises.
- 5.3 If possession of the Equipment or items is not so delivered to Plusgas, Plusgas may charge the Customer and Customer is liable to pay, for any costs associated with repossession of the Equipment and items. For this purpose Plusgas may enter upon the Premises or any other Premises on which Plusgas reasonably believes the Equipment and items to be and to effect any such entering or possession may remove or open any obstruction or entrance and sever detach and dismantle the Equipment or items from the Premises or any other land or property to which the Equipment or items may become affixed.
- 5.4 Customer's business at the Premises includes the rights granted to Customer under this agreement. Customer must assign this agreement to any new operator of the Customer's business at the Premises. Customer must procure the assignee of that business ("the assignee") to sign and submit to Plusgas for its consideration such form as Plusgas reasonably requires to affect an assignment of this agreement. Customer will not sell the Premises nor grant or assign any lease or sub-lease of the Premises during the currency of this Agreement, except as part of an assignment of Customer's business at the Premises. Any invalidity of a provision hereof shall not affect the validity of any other provision. A waiver of an obligation is not a continuing waiver.

6. AGREEMENT

- 6.1 This agreement is valid from the date submitted until all Plusgas property has been returned to Plusgas and the account finalised and may be accepted by the customer named above by submitting where indicated below. This agreement applies to all products or services the Customer may purchase from Plusgas from time to time. Credit facilities will be provided subject only to satisfactory credit checks and that all details provided are acceptable to Plusgas.
-