

## TERMS AND AGREEMENT

### 1. DEFINITIONS

- a) "Company" means OneGas Australia (ABN 86 159 423 542).
- b) "Conditions" means the Conditions of this Terms and Agreement.
- c) "Contract" means a Contract for Sale, a Hire Contract, or both;
- d) "Contract for Sale" means any purchase order made by a Customer and accepted by the Company.
- e) "Customer" means the person named in the Delivery Docket, Hire Agreement, Sales Order, Sales Invoice or Quote and includes a Customer's successors and assigns (if a corporation) and the legal personal representative (if an individual or partnership).
- f) "Goods" means the goods and services the subject of a Contract.
- g) "Hire Agreement" means any hire order made by the Customer and accepted by the Company.
- h) "Quote" means any verbal or written quotation submitted by the Company to the Customer.

### 2. CONDITIONS

- a) These Conditions apply to all sales and hire of the Company's Goods despite any contrary terms in any of the Customer's documents and constitutes the entire agreement between the parties to the exclusion of all other conditions. Acceptance of delivery of the Goods indicates the Customer's acceptance of these Conditions unamended. No representations, inducements, promises or agreements between the parties shall be of any force or effect in varying these Conditions unless in writing and signed by both parties.
- b) Should there be any conflict between these Conditions and a Contract, it is agreed the Contract will take priority to the extent of any inconsistency.

### 3. PRICING

- a) Prices stated are current prices only and subject to change without notice.
- b) The Customer is liable for all additional costs or expenses not specifically provided for in the Contract including without limitations any Tax, GST, Stamp Duty, fee, levy or charge of any nature whatsoever imposed by any semi-government or government authority in respect of the sale or hire of the Goods.
- c) The Company reserves the right to charge the Customer all actual costs and expenses incurred by the Company in arranging transport, unloading and reloading of Goods on the Customer's instructions where:
- d) The Goods require special equipment or expertise to load, reload or install;
- e) If the Goods are required before the Company's standard delivery time; or
- f) The delivery address is outside the Company's standard delivery zone. The Company will notify the Customer (verbally or in writing) of any such delivery expenses prior to the parties entering into a Contract.

### 4. PAYMENT TERMS

- a) The terms of payment that are stipulated in a Contract shall be strictly adhered to and in this regard time shall be of the essence. If no terms of payment are stipulated, all invoices and charges of any kind are payable cash on delivery (COD):
  - (i) With Stockist Invoices, by the last business day of the month immediately following the month of supply of the Goods; and
  - (ii) With Trade Account Invoices, within thirty (30) days from the date of the invoice.
- b) If the Customer fails to comply with the terms of payment, the Company reserves the right to:
  - (i) Stop future supply;
  - (ii) Immediately cancel all trade discounts or rebates;
  - (iii) Make all debts owed by the Customer to the Company immediately due and payable.

### 5. DELIVERY AND TRANSPORT

- a) Delivery times are estimates only. The Company shall not be liable for any loss or damage howsoever arising resulting from delays in delivery. Delay in delivery shall not entitle the Customer to cancel the Contract.
- b) A Contract is for supply of the Goods only. Installation and commissioning (if any) is at the Customer's expense unless otherwise specified in writing by the Company.
- c) The Company reserves the right to over or under supply an order within reasonable limits and the Customer accepts that it shall, in the event of reasonable and inadvertent oversupply, pay for Goods delivered in addition to those ordered at the rate specified in the Contract.

### 6. RETURN OF DEFECTIVE OR FAULTY GOODS

- a) With respect to a Contract for Sale, should the Customer return to the Company any Goods which are not defective or incorrectly supplied, the Company may, in its absolute discretion:
  - (i) Accept the return of the Goods and provide a Credit for the value of the Goods to the Customer's account;
  - (ii) Apply a restocking fee of 20% (exclusive of GST). The re-stocking fee will not apply where a gas cylinder is exchanged for another gas cylinder of similar value;
  - (iii) Refuse to grant any Credit to the Customer's account should the manufacturer of the Goods not accept their return; and/or
  - (iv) Reduce any Credit provided to the Customer's account in regard to, or reject, such Goods as are not in their original packages or are in any way damaged, shop-soiled or obsolete.
- b) The Company will not accept returns under a Contract for Sale if:
  - (i) The Goods are returned eight (8) or more days after the Goods were delivered to the Customer;
  - (ii) The Goods were damaged after being delivered to the Customer and that damage is unrelated to their state or condition at the time of supply;
  - (iii) The Goods have been attached to, or incorporated in, any real or personal property and they cannot be detached or isolated without damaging them;
  - (iv) The Goods contain custom gas mixtures (unless the gas is defective or incorrectly supplied); and/or
  - (v) The Goods were non-standard Goods or Goods designed to the Customer's specifications.
- c) With respect to a Hire Agreement, at the termination of hire all Goods shall be returned to the Company in good condition excepting only fair wear and tear. All Goods shall be deemed to have been delivered in good condition unless the Company notifies the Customer to the contrary within 72 hours of delivery of the goods. The Customer shall on demand pay in respect of any Goods damaged or not so returned the lesser of the cost of repairing the Goods or the then current selling price for the Goods (as applicable). Until such sum is paid, hire charges specified in the Hire Agreement shall continue to accrue together with any and all other costs and expenses incurred by the Company as a result of such shortages or losses.
- d) The Customer agrees that, in the event of theft of the Goods, no title will pass to the Customer in the event of recovery of the Goods.
- e) If the Company agrees to accept an early return of Goods provided under a Hire Agreement:
  - (i) The Customer is not entitled to a refund of any fees already paid; and
  - (ii) If the fees charged under the Hire Agreement are a discounted rate determined by reference to intended length of hire, the Company is entitled to charge and recover a retrospective price increase related to the standard hire charge as at the date of commencement of the Hire Agreement.

### 7. HEALTH, SAFETY, SECURITY & ENVIRONMENT

- a) With respect to a Hire Agreement:
  - (i) The Customer shall use the Goods solely for the purpose for which the Goods are supplied and in accordance with any limitations on the use of the Goods arising from any legislation or the requirements of any Local Regulatory Authority.
  - (ii) All safety information provided by the Company will be conveyed by the Customer to all persons responsible for the utilisation of the Goods.
  - (iii) The Customer shall attach and maintain all safety signs supplied with the Goods in prominent positions on the Goods or in such other positions as are necessary to bring the signs to the attention of any users of the Goods.
  - (iv) The Customer shall at all times comply with all/any relevant legislation related to Health, Safety, Security and Environment (HSSE) requirements in connection with the use of the Goods.
- b) The Customer agrees to use, handle and store all Goods in accordance with the applicable Safety Data Sheet (SDS) located on our Website [www.onegasaustralia.com.au](http://www.onegasaustralia.com.au)