

GAS SHED PTY LTD - TERMS AND CONDITIONS

1. GENERAL

- 1.1 These terms and conditions apply to the supply of Goods and Services by Gas Shed to the Purchaser. By ordering any Goods and Services, the Purchaser agrees to be bound by these terms and conditions and any other specific terms or limitations applying to the Goods and Services ordered.

2. DEFINITIONS

- 2.1 **Annual Equipment Fee** means the cost of \$40.00 billed annually from the Purchaser to Gas Shed.
- 2.2 **Gas Cylinders** means the Liquefied Natural Gas (**LNG**) cylinders supplied, installed and maintained by Gas Shed.
- 2.3 **Goods and Services** means any goods and/or services supplied by Gas Shed the subject of the order.
- 2.4 **GST** means Goods and Services Tax payable under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 2.5 **Insolvency Event** means the happening of any of the following events in relation to the Purchaser:
- (a) being a company, the appointment of an administrator or controller (within the meaning of section 9 of the *Corporations Act 2001* (Cth)) or receiver or provisional liquidator or liquidator over the relevant company, the directors of the relevant company resolving that the company be wound up, the making of an order of a Court that the company be wound up or the company being deregistered for any reason or anything analogous to or having a similar effect under the law of any relevant jurisdiction; or
 - (b) being an individual, the appointment of a trustee or controlling trustee (within the meaning of the *Bankruptcy Act 1966* (Cth)) over the affairs of the person, or the person being an insolvent under administration (as defined under the *Corporations Act 2001* (Cth)).
- 2.6 **One-Off Fee** means the non-refundable cost of \$100.00 per Gas Cylinder that covers the lifetime of the Purchaser's order.
- 2.7 **Purchaser** means a person or company placing an order to purchase Goods and Services from Gas Shed.
- 2.8 **Security Bond** means the refundable cost of \$125.00 per Gas Cylinder billed to the Purchaser.
- 2.9 **Supply Address** means the physical storage location of any Gas Cylinders provided by Gas Shed under this agreement.
- 2.10 **We, Us, Our** means Gas Shed Pty Ltd ACN 091 436 494, including its employees and contractors.

3. INTERPRETATION

- 3.1 Any references in these terms and conditions to: the singular includes a reference to the plural and vice versa; and legislation includes a reference to that legislation as amended or replaced from time to time and to any rulings or regulations issued in relation to that legislation.

4. PRICES

- 4.1 The prices for the Goods and Services are the prices contained in Gas Shed's price list in effect, in a quote provided by Gas Shed or as published on Gas Shed's website at the time the Goods and Services are ordered.
- 4.2 Gas Shed reserves the right to alter its prices, including its price list is at any time without notice. Should Gas Shed alter its prices, for any reason including but not limited to pricing errors, after receiving an order from the Purchaser, Gas Shed shall contact the Purchaser prior to processing and fulfilling the order to update the price and/or permit the Purchaser to cancel the order.
- 4.3 Prices listed are in Australian Dollars (\$AUD) unless otherwise stated.
- 4.4 Quotations are not valid unless they are provided to the Purchaser in writing.
- 4.5 All quotations provided to the Purchaser by Gas Shed are open for acceptance for the period specific in the quotation, or if not period is specified, 7 days after which time the quotation will lapse.

5. GST

- 5.1 The prices for the Goods and Services are exclusive of GST (unless otherwise stated).
- 5.2 To the extent that any supply made under or in connection with these terms and conditions (including the supply of the Goods and Services) is a taxable supply, the GST exclusive consideration otherwise payable for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply, and is payable at the same time.
- 5.3 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with these terms and conditions.
- 5.4 If a payment to a party under these terms and conditions is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 5.1.

6. NEW PURCHASERS

6.1 Upon a new Purchaser making a order with Gas Shed, they will have the option of choosing one of the following:

- (a) Annual Equipment Fee;
- (b) Security Bond; or
- (c) One-Off Fee.

6.2 The fee options contained in clause 6.1 are payable upon the Purchaser making a first-time order and before delivery of the Goods or Services from Gas Shed to the Purchaser.

6.3 The Security Bond will be refunded to the Purchaser upon successful return of the Gas Cylinder and Gas Shed retains its right to retain the Security Bond in the event the Purchaser does not return the Gas Cylinder/s within a reasonable timeframe and/or an event contained in clause 8 occurs.

7. PAYMENT

7.1 The terms of payment are net cash to be paid within seven (7) days from the date of the invoices issued by Gas Shed unless otherwise advised by Gas Shed.

7.2 Notwithstanding clause 7.1, and unless otherwise agreed by Gas Shed in writing, all payments for Goods and Services placed through Gas Shed's website are due at the time of placing an order.

7.3 Payment may only be made by direct deposit, cash, credit card, telephone, and cheque or as otherwise specified by Gas Shed. All credit card payments attract a credit card surcharge at the time of payment at the rate notified by Gas Shed from time to time.

8. PAYMENT DEFAULT

8.1 If the Purchaser defaults in payment by the due date for an applicable order of any amount payable to Gas Shed or an Insolvency Event occurs in respect of the Purchaser, then all money which is payable by the Purchaser to Gas Shed for such order, becomes immediately due and payable on written notice to the Purchaser, and Gas Shed may, without prejudice to any other remedy available to it:

- (a) charge the Purchaser interest on the overdue money during the period of the default at the rate that is 2% per annum higher than the rate fixed by the Reserve Bank of Australia as the cash rate for the period from the due date until the date of payment in full;
- (b) charge the Purchaser for all expenses and costs (including legal costs on a full indemnity basis) reasonably incurred by Gas Shed resulting from the

default and in taking whatever action it deems necessary to recover any sum due;

- (c) immediately collect all Gas Cylinders from the Purchaser;
- (d) cease or suspend for such period as Gas Shed thinks fit, supply of any further Goods and Services to the Purchaser; or
- (e) terminate any contract with the Purchaser relating to the applicable order so far as unperformed by Gas Shed, without effect on the accrued rights of Gas Shed under such contract.

8.2 Gas Shed reserves the right, at any time and in its absolute discretion, to withdraw credit facilities or impose conditions on them.

9. EQUIPMENT

9.1 The Gas Cylinders supplied to Purchasers by Gas Shed remain at all times the property of Gas Shed.

9.2 The Purchaser warrants they will:

- (a) Care for the Gas Cylinders safely, lawfully, and in accordance with Gas Shed's instructions at all times;
- (b) Provide a safe and lawful site for the delivery of the Gas Cylinders;
- (c) Immediately inform Gas Shed of any leak;
- (d) Give Gas Shed at least 2-days notice before vacating the Supply Address; and
- (e) Preserve ownership of the Gas Cylinders and not deliver them to anyone else.

9.3 On and after termination of any agreement between Gas Shed and the Purchaser, the Purchaser will allow Gas Shed and its agents reasonable access to the Supply address to immediately disconnect and repossess any Gas Cylinders supplied under this agreement.

9.4 The Purchaser agrees to reimburse Gas Shed for any reasonable charges incurred for the cost of repossession of any Gas Cylinders.

10. LIMITATION OF LIABILITY

10.1 To the maximum extent permitted by law, Gas Shed's liability under any guarantee, condition or warranty (including, without limitation, any guarantee, condition or warranty of merchantability, acceptable quality, fitness for purpose or fitness for disclosed result), or any other right or remedy, under any legislation or implied into these terms and conditions by any legislation ("Statutory Warranties") is hereby excluded.

10.2 Where legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under any Statutory Warranty, the liability

of Gas Shed in connection with the Statutory Warranty shall be limited to one or more of the following, at Gas Shed's option:

- (a) in respect of goods:
 - (1) the replacement of the goods or the supply of equivalent goods;
 - (2) the repair of the goods;
 - (3) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (4) the payment of the cost of having the goods repaired; and
- (b) in respect of services:
 - (1) the supplying of the services again; or
 - (2) the payment of the cost of having the services supplied again,

and the Purchaser acknowledges that this limitation of liability is fair in all the circumstances.

10.3 To the maximum extent permitted by law, Gas Shed will not be liable to the Purchaser or any other persons under any circumstances for any indirect, incidental or consequential loss or damage (including loss or damage caused by negligence or wilful acts of default of Gas Shed, or its employees or agents) whatsoever arising from a breach of any of these terms and conditions or a breach of any other statutory implied warranty, term or condition in relation to the Goods.

10.4 Nothing in these terms and conditions is to be interpreted as excluding, restricting or modifying, or having or attempting to have the effect of excluding, restricting or modifying any rights the Purchaser has under applicable laws, including non-excludable rights under the *Competition and Consumer Act 2010* (Cth).

11. INDEMNITY

11.1 The Purchaser will at all times indemnify Gas Shed, and Gas Shed's officers, employees and agents ("those indemnified") from and against any loss (including legal costs and expenses) or liability, suffered or incurred by any of those indemnified arising from any claim against those indemnified where the claim arises from or in connection with the provision, supply or use by the Purchaser (or persons to whom the Purchaser has supplied the Goods) of any Goods supplied by Gas Shed under these terms and conditions except to the extent caused or contributed to by Gas Shed.

12. FORCE MAJEURE

12.1 If as a direct or indirect result of natural disaster, industrial dispute, accident, government restriction, war, civil disturbance or any other cause, of whatever nature, outside of a party's control, the affected party is unable to perform its obligations under these terms and conditions, the affected party is released from those obligations (except to pay any amounts owing under these terms and conditions) to the extent of such inability.

13. WAIVER

13.1 Any failure by a party to enforce any of these terms in respect of any breach by the other party shall not be construed as a waiver of any of that party's rights or a waiver of that party's right to enforce the term in respect of that breach in the future. The only persons authorised to waive a breach of a term by the Purchaser is a director or other authorised representative of Gas Shed.

14. SEVERANCE

14.1 If any provision of these terms and conditions are contrary to any State or Federal legislation (for example by being illegal, void or unenforceable) that provision shall be read down to the extent necessary to become valid and enforceable or, if this is not possible, shall be deemed to be severed from these terms and conditions, without affecting the remaining provisions of these terms and conditions.

15. GOVERNING LAW

15.1 These terms and conditions shall be governed by and construed according to the laws of the State of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales.