

1. PRICE, EQUIPMENT SERVICE CHARGE PURCHASES AND PAYMENTS

- 1.1 The Customer shall purchase and Supagas shall supply GAS at the premises. The pricing for the sale and supply of GAS has been calculated on the understanding that the Customer will purchase all of the GAS consumed at the Premises from Supagas.
- 1.2 The price for Supagas GAS sold to the Customer shall be as applicable at the time of delivery and shall be in accordance with the Agreement overleaf and shall be varied from time to time by Supagas upon notice to the Customer. Such notice may take the form of the Supagas delivery docket, invoice, statement, letter or phone call. GAS prices are affected by numerous factors outside the control of Supagas and may fluctuate over the term of the Agreement.
- 1.3 The Equipment Service Charge or Cylinder Rental Charge shall be applicable at the time of possession of the equipment/cylinders and shall be in accordance with the Agreement overleaf and shall be varied from time to time by Supagas upon notice to Customer. Such notice may take the form of the Supagas delivery docket, invoice, statement, letter or phone call.
- 1.4 Customer shall pay Supagas for Supagas GAS and any Equipment Service Charge or Cylinder Rental Charge in full by the last business day of the month immediately following the supply or the last day of the month following the month that the Equipment Service Charge or Cylinder Rental Charge became due. Supagas reserves the right to withhold supply of Supagas GAS if the customer does not pay any outstanding monies owed in accordance with Supagas credit terms.
- 1.5 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 Supagas GAS, Supagas may ration its available supply of Supagas GAS reasonably amongst its customers and shall not be obliged to replace any affected source of supply if it invoices additional expense. Supagas may assign this Agreement and all rights, obligations, benefits and interest in this Agreement to Renegade Gas Pty Limited ACN: 074 008 496, at any time.
- 1.6 The customer shall pay or reimburse Supagas for any government duties or taxes which Supagas may be liable to pay from time to time in connection with supply of products and services under this agreement.

2. EQUIPMENT AND MAINTENANCE

- 2.1 The equipment includes the equipment described in the Agreement and any additional equipment provided by Supagas to Customer during the currency of this Agreement and any part thereof. This includes all gas cylinders supplied to the Customer.
- 2.2 Customer shall store all gas cylinders securely, complying with all legal and statutory requirements and industry standards.
- 2.3 Customer accepts full responsibility against loss or damage by fire, theft or otherwise of the cylinder until the cylinder is returned to Supagas premises or is placed on a Supagas vehicle or one of its contactors for return to Supagas's premises and a receipt obtained.
- 2.4 Customer shall hold Supagas indemnified up to the agreed value of the cylinder (being the purchase price of the cylinder based in its current market value, against all loss, damage or destruction of any cylinder howsoever caused or the full costs or repair to any cylinder (Customers are advised to take out full insurance coverage in respect of all such risks as foreshaid).
- 2.5 Customer assumes all risks and liabilities for the cylinder and for the use operation and storage thereof and for injury or death of persons and damage to property howsoever arising from or incidental to such use operation or storage whether such injury or death be of agents or employees of Customer or of third parties and such damage to the property be of Customer or of others; Customer shall hold Supagas indemnified from all loss, damages, claims, personal liabilities and expenses, including legal costs, howsoever arising or incurred because of or incidental to the cylinder and the use operation and storage thereof and alleged use operation or storage thereof (Customers are advised to take out insurance coverage in respect of all such risks as foreshaid.)

3. PREMISES AND EQUIPMENT

- 3.1 All equipment and cylinders remain at all times the sole property of Supagas. Customer shall not purport to sell, encumber, part with possession of, or otherwise do anything prejudicial to Supagas's title to the Equipment and/or Cylinders. Customer shall keep legible and visible all trade marks and signs of Supagas on Equipment and Cylinders. Customer shall not remove the Equipment and Cylinders from the Premises during the currency of this Agreement. Customer shall not make any alteration to the Equipment or Cylinders or allow any attachment to be affixed or used in the operation of the Equipment and/or Cylinders without the prior written consent of Supagas.
- 3.2 Customer shall hire the Equipment and Cylinders from Supagas for the entire currency of this Agreement. Customer shall only use the Equipment and Cylinder's to store and dispense Supagas GAS.
- 3.3 Supagas 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.
- 3.4 Property and title in the Goods shall pass to the Customer when the Goods have been paid for in full, until which time they shall remain the property of Supagas Pty Ltd.

4. SAFETY

- 4.1 In respect of Supagas GAS and the Equipment and Cylinders customer shall:
 - (a) at all times handle them only in a safe manner
 - (b) comply with all laws and all requirements of any statutory authority
 - (c) comply with all reasonable instructions of Supagas relating to safe handling or storage;
 - (d) ensure that it and all it's servants and agents who handle Supagas GAS or use the Equipment or Cylinders 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 Supagas relating thereto;
 - (e) not use the Equipment or Cylinders if it is not or appears to Customer not to be, in good working order;
 - (f) notify Supagas by telephone immediately upon becoming aware of or suspecting a defect in the equipment.
 - (g) not permit anyone other than Supagas or persons authorised by Supagas to fill GAS into the Equipment or Cylinders.
 - (h) exercise every care in handling the Equipment and Cylinders and afford it all reasonable protections from misuse and damage.
 - (i) the hirer agrees to comply with all laws and all requirements of any statutory authority including AS1596-2008, Storage and Handling of LP Gas.

5. PERIOD, CONTINUATION AND TERMINATION

- 5.1 Subject to the following, this Agreement is for the initial period and will then continue in force after the initial period unless terminated by either party giving 90 days' notice of termination to the other party. Such notice can be given at any time after the date which is 90 days prior to the end of the initial period.
- 5.2 Supagas 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 within seven (7) days of notice thereof by Supagas to Customer or Customer breaches a clause of this Agreement.
- 5.3 The Customer may terminate this Agreement if Supagas fails to perform an obligation of this Agreement AND Supagas fails, within 14 days of receipt of a notice from the Customer raising the failure, to rectify any such non-performance or (if the issue relates to pricing) to agree to negotiate a price which is acceptable to the Customer. Any such notice is to be sent by email to contracts@supagas.net.au <mailto:contracts@supagas.com.au>
- 5.4 On termination hereof (whether by expiry of time or otherwise) and without limiting any claim Supagas may have for damages: Supagas shall be immediately entitled to possession of the Equipment and Cylinders and Customer shall at Customer's expense return the Equipment to Supagas's equipment storage point nearest the Premises.
- 5.5 If possession of the Equipment or Cylinders is not so delivered to Supagas, Supagas may charge the Customer and Customer is liable to pay, for any costs associated with repossession of the Equipment and Cylinders. For this purpose Supagas may enter upon the Premises or any other Premises on which Supagas reasonably believes the Equipment and Cylinders 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 Cylinders from the Premises or any other land or property to which the Equipment and Cylinders may have become affixed.
- 5.6 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 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.
- 5.7 Any invalidity of a provision herof shall not affect the validity of any other provision. A waiver of an obligation is not a continuing waiver.