

Terms and Conditions of Sale



DEFINITIONS

"Easy Gas" is a registered Trade Name, registered in Ireland number 656914.

"Customer" refers to the person(s) or corporation purchasing from Easy Gas

"Products" refers to gas or gases in cylinders, sold by Easy Gas

"Cylinders" refers to the gas cylinders, valves, guards and caps in which products are sold to customers.

"Cylinder Charge" refers to the initial purchase of the right of use of the Cylinder.

OWNERSHIP OF CYLINDERS

Unless otherwise agreed, all cylinders issued remain the property of Easy Gas and customer shall not allow any third party acquire possession or rights in respect of them.

Cylinders are sold on a 10 year right of use basis. Cylinders are required to have a regulatory periodic inspection after 10 years. Easy Gas may charge the customer for any costs incurred in this inspection process.

All supplies by Easy Gas are for the sole use of the customer and not for re-trading and the customer shall not part with cylinders, lend them, or allow them to be refilled or used for any other purpose

SALES AND PAYMENTS

All prices are ex-works and the customer is responsible for the return of cylinders carriage paid to Easy Gas, unless otherwise agreed.

All sales of products shall be on a cash collect basis unless otherwise agreed.

Any invoice not paid by the end of the month following supply of products, the terms of the European Communities (Late Payment in Commercial Transactions) Regulations shall apply.

RETENTION OF TITLE

Title to products shall remain in the name of Easy Gas until fully paid for.

DELIVERY

If the products are collected by the customer, delivery shall be affected and risk in the products shall pass to the customer when the cylinders have been loaded onto the customer's vehicle at the premises of Easy Gas agents.

If the Easy Gas agent is delivering products to customers, the customer shall arrange for a safe and suitable place for delivery and arrange for all cylinder due for return to be stored at the point. Risk in the products shall pass to the customer when the cylinders are delivered to the customer. Easy Gas shall have no liability for late delivery.

RETURN FOR CREDIT OR REFUND

Credit for cylinder charge on returned cylinders will first be put towards any outstanding debt of the customer and remaining credit will be left in the customer's account towards future purchases. A refund of any credit in an account will be made on the request of the customer.

Where a refund is requested and the original payment was made by credit/debit card, the refund shall be credited to same credit/debit card account. All other refunds shall be made by electronic funds transfer to a customer's bank account. Refunds may not be paid in cash.

LOSS OF OR DAMAGE TO CYLINDERS

The customer shall be responsible for the safe custody and proper use of cylinders and shall indemnify Easy Gas against their theft from the customer premises.

The customer shall forfeit any cylinder charge paid to Easy Gas for any cylinder lost or destroyed while in the customer's possession or control.

The customer shall forfeit any cylinder charge paid to Easy Gas, for the cost of repairing or maintaining any cylinder damaged or misused while in the possession or control of the customer.

The customer shall not alter the colour of a cylinder nor remove or replace a valve or valve guard

FORCE MAJEURE

If Easy Gas is prevented wholly or partly from manufacturing or distributing products by its normal means through circumstances beyond its reasonable control (which includes, but without limitation, industrial disputes, accidents and breakdown of plant and machinery) it may without liability cancel or delay deliveries or reduce the quantities delivered during the period it is affected by such circumstances.

WARRANTY AND LIABILITY

Easy Gas warrants that the purity of products shall not be less than that specified in the relevant product's specification sheet.

Easy Gas warrants that cylinders shall be suitable for conveying and holding the relevant products and will comply with statutory requirements. This shall apply only within the territory of the Republic of Ireland and cylinders may not be taken or used outside this territory.

All implied warranties and conditions as to quality or description (whether statutory or otherwise) are excluded.

Whilst any recommendation relating to the use of products made by Easy Gas, in its technical literature or in response to specific enquiry, is given in good faith, it is for the customer to satisfy itself that the products are suitable for the purpose for which it intends to use them. No warranty is given as to the suitability of the products for any particular purpose and any implied warranty (whether statutory or otherwise) is excluded.

In no circumstances shall Easy Gas's liability to the customer's loss of profits, loss of use or any other consequential or economic loss. Nothing in

this clause shall limit or exclude the right of any person to bring a claim against Easy Gas for personal injury or death.

Where the customer deals as a consumer, the terms of this clause shall not diminish the consumer's statutory rights.

HEALTH AND SAFETY

Easy Gas's data and safety sheets are available for customers. It is the customer's responsibility to ensure that products and/or cylinders supplied to them by IOC are used in a manner which does not pose a health or safety risk to any person.

PRIORITY OF DOCUMENTATION

The supply of products/cylinders shall be governed by these terms and conditions of sale notwithstanding that the customer, for its own administrative convenience in requesting delivery of products to be supplied to it, may issue its standard form of purchase order incorporating printed terms and conditions other than those herein. The customer understands and agrees that such purchase order shall function only as a request for delivery and shall otherwise have no contractual effect, notwithstanding that the purchase order may incorporate other terms and conditions and that delivery is effected in accordance with such request

LAW

These terms and conditions shall be subject to the laws of the Republic of Ireland.