

## General Terms and Conditions of Supply

For the purposes of this Agreement:

**"Agreement"** shall mean the contract between Afrox MOCAMBIQUE LDA and the Customer for the supply of Gas, Afrox Equipment, Goods and/or Services. Each order from the Customer for Gas, Afrox Equipment, Goods or Services which is accepted by Afrox shall constitute a separate Agreement which shall be governed by these terms and conditions.

**Afrox Moçambique" or "we"** means Afrox Mocambique LDA (registration number 400099219) whose registered office is at Av. Josina Machel, Parcela no 802. Talhão Nr 1335 & 1336. Machava, Matola. Mozambique;

**Afrox Moçambique Equipment"** means all Containers, cylinders, pallets, manifolds, piping, fittings, cages and/or other equipment provided by Afrox (but not sold) to the Customer under this Agreement or to a former customer occupying the same premises;

**Customer" or "you"** means the individual, partnership or company entering into the Agreement with Afrox;

**Effective Date"** is the date when the last party signs the Agreement and/or account application, as the case may be;

**"Gas"** means any gas or gas mixture supplied by Afrox Moçambique to the Customer including liquefied, solidified, compressed or dissolved gas;

**"Personal Information"** has the meaning given to it in Data Protection Laws (and related terms shall have corresponding meanings);

**"Services"** means any services provided by Afrox Moçambique to the Customer (including, without limitation, the provision of training, technical advice and the inspection and maintenance of Customer Equipment).

### 1. Delivery/ Collection of Product by Customer

(a) Afrox Moçambique will supply Gas and or, Goods and Services against orders placed by the Customer and which are accepted and confirmed by Afrox Moçambique.

(b) Deliveries of all cylinders and Goods shall be made during the Afrox Moçambique scheduled delivery rounds.

(c) The Customer acknowledges that collection of Containers from an Afrox Moçambique site or Agent or Distributor shall be at the Customer's own risk and that the Customer is responsible for handling and transporting the load safely, training the driver on the hazards of the Gas and Containers and compliance with all relevant legislation in Moçambique. Afrox Moçambique may refuse to load any vehicle not compliant or considered by Afrox Moçambique not be safe.

(d) If delivery and/or collection of any Gas, or Goods or provision of Services, cannot be made due to the act or omission of the Customer (or the act or omission of any employee, agent or contractor of the Customer), the items shall be deemed to have been delivered/collected and Afrox Moçambique may charge for waiting time, abortive journeys or part deliveries and for storage thereof until delivered.

### 2. AFROX MOCAMBIQUE EQUIPMENT

(a) Except as provided in Clause 2(b), or as otherwise agreed to in writing between the parties, the Customer shall not refill or allow the refilling of Containers or Cylinders by anyone other than Afrox Moçambique or allow them to be used otherwise than for storage, transport or use of Gas placed in them by Afrox Moçambique.

(b) Subject to the remainder of this Clause 2, Afrox Equipment shall only be used for handling Gas supplied by Afrox Moçambique. Where Afrox Moçambique is unable to supply bulk Gas, the Customer may use bulk Containers and manifolds for handling equivalent Gas obtained from another source, provided that the Customer notifies Afrox Moçambique in advance and receives approval in writing. Afrox Moçambique shall have no liability whatsoever in relation to any such supply, and the Customer hereby indemnifies and keeps indemnified and holds harmless Afrox Moçambique at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by Afrox arising out of or in connection with such supply.

(c) If Afrox Moçambique Equipment is used for handling Gas not supplied by Afrox, other than in the circumstances set out in Clauses 2(b), the Customer shall be liable for a penalty in consequence of the Customer's conduct, in conflict with the Customer's contractual obligations. The amount of the penalty charge shall be the full purchase price of buying a new replacement cylinder as the cylinder filled by another supplier will be deemed unfit and unsafe for our equipment.

### 3. CUSTOMER'S DUTIES AND RESPONSIBILITIES

The Customer shall:

- (a) ensure that all work and materials for which the Customer is responsible meet and comply with all legal and statutory requirements and with Afrox Moçambique's specifications;
- (b) obtain all necessary consents and comply with all legal obligations in connection the use of any Gas, Afrox Equipment, Goods and/or any Services performed at the Customer's or its nominee's site;
- (c) notify Afrox Moçambique immediately if at any time it: (1) anticipates a significant change in its Gas consumption rate; or (2) it becomes aware of any defect, malfunction or damage to Afrox Equipment;
- (d) keep and return all Afrox Moçambique Equipment in a clean and serviceable condition. If they are not, the Customer will report any loss or damage promptly and pay a sum equal to (1) the cost of new Afrox Moçambique Equipment if the Afrox Equipment is lost or damaged beyond repair, or (2) the cost of restoring the Afrox Moçambique Equipment to a clean and serviceable condition; and
- (e) not obliterate, remove or deface identification marks or notices on the Afrox Moçambique Equipment and/or alter or tamper with Afrox Moçambique Equipment without the prior written consent of Afrox.

### 4. TITLE AND RISK

- (a) Property in any Goods and/or Gas shall only pass to the Customer on receipt by Afrox Moçambique in full of:  
the price for the relevant Goods and/or Gas; and all other sums due from the Customer under this Agreement.
- (b) Afrox Equipment remains, as between Afrox and the Customer, the property of Afrox Moçambique and is supplied to the Customer for the Customer's sole use.
- (c) The Customer shall have no rights over any other property of Afrox Moçambique, or its contractors brought onto the Customer's or its nominee's site.
- (d) The risk of loss or damage to Gas, Afrox Equipment and Goods shall pass to the Customer upon delivery to or collection by the Customer.

### 5. PRICES AND PAYMENT

- (a) Afrox Moçambique shall be entitled to invoice for the Gas, Goods or Services and Monthly Cylinder Rental Fees or Transaction Service Fees per Sale and Delivery Services. Afrox Moçambique will provide the Customer with a tax invoice: (1) for cash sales at the point of delivery/performance; or (2) for credit approved Customers a tax invoice will be dispatched shortly after order processing. Afrox Moçambique will also provide a monthly statement to account Customers where there have been transactions on the account during that month.
- (b) The Customer agrees that the full amounts for all Gas, Afrox Equipment, Goods and Services and Monthly Cylinder Rental Fees or Transaction Service Fees per Sale and Delivery Services ordered shall be due and payable by it, either: (1) cash at the point of ordering/delivering; or (2) if the Customer is a credit approved Customer, full payment must be received by Afrox in cleared funds within the granted credit period (as notified by Afrox

Moçambique from time to time) measured from the date of the relevant monthly statement. Cheques shall not be used as a means of payment unless prior approval is received in writing from Afrox Moçambique .

(c) The prices for the Gas, Afrox Equipment, Goods and Services will be adjusted by Afrox Moçambique from time to time to reflect changes in Afrox Moçambique's costs, which may occur with or without notice to the Customer, but such changes shall not affect orders that have already been accepted by Afrox Moçambique.

(d) All amounts due shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding whatsoever as per agreed terms.

## 6. LIABILITY AND EXCLUSION

(a) Afrox Moçambique shall have no liability of whatsoever nature, howsoever arising subject to this Clause 5. Notwithstanding any other provision of this Agreement, Afrox shall have no liability arising out of or in connection with this Agreement, the Gas, the Afrox Equipment, the Goods or the Services, howsoever arising, for any:

- (1) other loss or damage (whether direct or indirect); or
- (2) loss of or damage to revenue, profits, savings, use, contracts, goodwill or business (whether direct or indirect); or consequential or indirect loss or damage.

(b) Afrox Moçambique accepts liability where proven, to the extent that it results from breach of contract or Afrox Moçambique's gross negligence in connection with the performance of this Agreement, for the Customer's proven losses, costs, expenses or damage, caused by Afrox Moçambique supplying any defective Gas, Afrox Equipment or Goods up to a limit of an amount equal to Afrox Moçambique's price for the relevant Gas, Afrox Equipment or Goods, for any one incident.

(c) The Customer shall indemnify and keep indemnified and hold harmless Afrox Moçambique at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by Afrox Moçambique arising out of or in connection with Afrox's presence on the Customer's or its nominee's site except to the extent caused by the negligence of Afrox Moçambique.

## 7. BREACH AND TERMINATION

(a) Without affecting any other rights or remedies that Afrox may have, Afrox may cancel any order the Customer has placed and/or terminate this Agreement immediately at any time by written notice to the Customer if the Customer; fails to make payment or there is a material change in the ownership shares of the Customer.

(b) Termination shall be without prejudice to any accrued rights of either party.

## 8. GENERAL

(a) This Agreement contains the entire agreement between the parties. Neither party will have any right or remedy arising from any undertaking, warranty, nor representation not included in this document.

(b) This Agreement shall be governed by the Laws of the Republic of Mozambique.