

TERMS AND CONDITIONS OF SALE

DEFINITIONS

"The Company" means Green Gases Ltd. whose registered office is situated at 11 Cowslad Drive, Basingstoke, Hampshire, RG24

"The Customer" means the party referred to in the Company's documentation.

"Cylinder" means a single cylinder or any batch of cylinders, cylinder banks or any other moveable container for gas or liquid product supplied by the company.

"Product" means the goods supplied by the Company to the Customer as described in the Company's documentation.

1. THE CONTRACT

The Company shall supply to the Customer the Products subject to the terms and conditions herein stated.

2. VARIATIONS

No variation of these conditions shall be effective unless made in writing and signed by an authorised officer of the Company and unless otherwise agreed in writing these conditions shall prevail over any terms and conditions of the Customer.

3. PRICE AND TERMS FOR PAYMENT

3.1 The price for products will be those in force at the time of supply but such prices do not include any charge for handling and delivery which may be made by the Company in addition to the price.

Value Added Tax will be charged additionally at the ruling rate at the time of supply.

3.2 The Company reserves the right to vary any price at any time to take into account:

(1) any extra costs or increases in the cost price of the Products

(2) any extra cost borne by the Company as a result of any Government legislation, EEC Regulation or fluctuation in currency exchange rates.

3.3 The Customer shall pay to the Company the monthly rental charges for cylinders in the Customer's possession. Payment by the Customer of such invoices is conclusive evidence as to acceptance by the Customer of the cylinder holding at the invoice date.

3.4 In the absence of any written concession to the contrary made by the Company, accounts are due and payable by the 20th day of the month following the month of invoice. The Company reserves the right to charge interest on accounts remaining unpaid after the due date at the rate of 2% per month. The Company's invoice shall be deemed to constitute a demand or payment pursuant to Section 123 (1)(a) of the Insolvency Act 1986 whether or not it has been sent to the Customer's registered address.

4. DELIVERY AND COLLECTION

4.1 Delivery of the gases shall be made in cylinders by the Company to the Customer's premises.

4.2 The Customer will provide at no cost to the Company adequate and safe access and facilities including labour for the loading and unloading of cylinders at the Customer's premises and will further ensure that all cylinders to be collected are located at the same position or as otherwise directed by the Company.

4.3 Time of delivery of the Products is not to be the essence of the contract. The Company shall not be liable for any loss or damage (whether direct or consequential) caused by delivery being after the quoted date.

4.4 All collections or deliveries made by the Customer from or to the Company's premises will be at the Customer's own risk. The Company accepts no liability for loss, damage or injury with the exception of death or personal injury in which case the liability is unlimited.

4.5 The Customer shall verify the quantities of Products and Cylinders delivered to or collected by the Customer or the Company by signing the Company's delivery/collection documentation. No claim in regard to discrepancy will be accepted by the Company unless notified in writing within 2 days of the delivery/collection being effected.

5. CYLINDER CARE

5.1 The Customer is responsible for a cylinder from receipt and the Customer must take proper care of the cylinders whilst in the Customer's control.

5.2 The Customer will pay the Company the full new replacement cost as specified by the Company of an cylinder or other equipment lost or damaged beyond repair whilst in the control or possession of the Customer.

5.3 The Customer will reimburse to the Company the cost of repairing and cleaning cylinders which are returned by the Customer in a dirty and/or damaged condition.

5.4 The Customer shall ensure that the cylinders and other equipment are stored and used so that no foreign substances enter the cylinders or cylinder valves and that the cylinders are returned with a positive pressure and with the valve tightly closed and the cylinder guard in place to prevent contamination and damage to the valve.

5.5 The cylinder guards are essential for the protection of the cylinder and accordingly all cylinders supplied to the Customer will be properly valved and capped by the Company. If cylinders are returned by/or collected from the Customer without cylinder guards, then the cost of a replacement will be recharged to the Customer by the Company at the current price as issued from time to time.

6. HEALTH AND SAFETY

6.1 The Customer is responsible for ensuring that the ultimate user and all persons handling and using the Products are thoroughly educated and trained in respect of the potential hazards associated with the Product for complying with all legal obligations in connection with the Products and Cylinders.

6.2 The Company will, without liability, make available to the Customer written advice on the safety and use of the Products supplied.

7. REFILLING EQUIPMENT

The Customer is not permitted to refill any cylinders belonging to the Company or supplied to the Customer by the Company without the express prior written permission of the Company.

8. FORCE MAJEURE

8.1 The Company shall not be liable to the Customer for any loss or damage which may be sustained by the Customer as a direct or indirect result of the supply of the Products being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond the Company's reasonable control.

8.2 In the event of an occurrence as is mentioned above the Company shall have the option in its absolute discretion of cancelling all or any deliveries under the contract and there shall be no liability whatsoever on the Company as a result of such cancellation.

8.3 Any cancellation shall not entitle either party to claim damages by reason of such cancellation.

9. LIMITATIONS OF LIABILITY

9.1 The following provisions set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(1) Any breach of these terms and conditions; and

(2) Any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract.

9.3 Nothing in these terms and conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITIONS 9.4 AND 9.5.

9.4 Subject to clauses 9.2 and 9.3

(1) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £400,000; and

(2) the Company shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of Products will or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether or not caused by the negligence of the Company, its employees, agents or sub-contractors) which arise out of or in connection with the Contract

9.5 The Customer shall indemnify the Company against all liability, actions, proceedings, costs, claims, damages or demands in any way connection with this Contract brought or threatened to be brought against the Company by any third party except to the extent the Company is liable to the Customer in accordance with these terms and conditions.

10. RETENTION OF TITLE CLAUSE

10.1 Risk of damage to or loss of the Products and the Cylinders shall pass to the Customer upon delivery.

10.2 Ownership of the Products shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(1) the products; and

(2) all other sums which are or which become due to the Company from the Customer on any account.

10.3 Until ownership of the Products has passed to the Customer, the Customer must:

(1) hold the Products on a fiduciary basis as the Company's bailee;

(2) store the Products (at no cost to the Company) separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;

(3) maintain the Products in satisfactory condition insured on the Company's behalf for the full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and

(4) hold the proceeds of the insurance referred to in Clause 10.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account

10.4 The Customer may resell the Products before ownership has passed to it solely on the following conditions:

(1) any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall account to the Company accordingly; and

(2) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

10.5 Where the Company is unable to determine whether any Products are the Products, the Customer shall be deemed to have sold all Products of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

10.6 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.

10.7 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

11. GOVERNING LAW

This agreement shall be governed by, construed and interpreted exclusively according to either English or Scots Law, the choice to depend upon the Country within which the Customer is most closely connected, unless the Customer is connected with neither, in which case the governing law shall be English Law. The parties agree to submission to the jurisdiction of the Courts of the legal system as detailed herein to the exclusion of the Laws and Courts of any other Country.