

STANDARD RENTAL TERMS
OF LES GAZ INDUSTRIELS LIMITED

1. APPLICATION

- 1.1. The present standard terms and conditions regarding rental shall apply to any Customer of Les Gaz Industriels Limited ("LGI") which has bought any product or gas of LGI in Cylinders of LGI. The latest applicable version of these standard terms and conditions are published on the website of LGI at <https://www.gaz-industriels.com/condition-of-sales/> and are also available upon request and shall constitute the Rental Agreement between the parties.
- 1.2. "Cylinder" shall mean any cylinder, irrespective of shape and size, ISO Tank or other container of LGI.
- 1.3. LGI reserves the right to amend these standard terms and conditions of rental at any time and for any reason, in its sole discretion. The present standard terms and conditions shall be applicable as from the date of application set out hereunder.

2. PROPERTY

- 2.1. Any Cylinder(s) provided by LGI shall, at all times, remain the property of LGI and cannot be sold, loaned, disposed of, transformed, transferred or tampered with by the Customer. The Customer shall neither claim nor dispute ownership of the Cylinder(s) nor seek to or actually exercise or create any lien or encumbrance over or in relation to the Cylinder(s) or otherwise do anything which is inconsistent with LGI's rights over the Cylinder(s).
- 2.2. If any Cylinder is lost or damaged when under the Customer's custody, the Customer will be charged the replacement value of the Cylinder. The applicable replacement value of Cylinders is available upon request.
- 2.3. Any Cylinder delivered with safety caps should be returned with the safety caps, failing which the value of the unreturned safety cap(s) will be charged to the Customer.

3. QUANTITY OF CYLINDERS RENTED

- 3.1. Unless otherwise agreed in writing, the Customer is required to pay a deposit according to the Standard Deposit Terms (published on the website of LGI at <https://www.gaz-industriels.com/condition-of-sales/> and incorporated herein by reference) for each Cylinder to be rented.

4. RENTAL FEE

- 4.1. During the Term, the rental fee per Cylinder is calculated on a daily basis, excluding VAT, and will be invoiced in arrears on to the Customer at such frequency which LGI may determine, in its sole discretion. The rental fee table is set out below:

<i>Type of Cylinder</i>	<i>Rental Fee</i>
Cylinder	Rs 6.00 per day (excluding VAT)
ISO Tank	USD 75.00 per day (excluding VAT)
Other containers	As per rate set out in the invoice

- 4.2. The rental fee shall be payable as long as the Cylinder(s) is/are not returned to LGI. Cylinders shall only be deemed to have been returned once the Cylinder(s) is/are delivered at the premises of LGI and/or returned to a designated representative of LGI and LGI has issued a Empty Return Voucher confirming receipt of the Cylinder(s). LGI may, in its sole discretion, provide a rental free period to the Customer, as agreed in writing with the Customer. LGI may also, in its sole discretion, escalate the applicable rental fee on every anniversary of the date of application by a percentage not exceeding 20% of the prevailing rental fee.
- 4.3. Any rental shall be due upon issuance of invoice by LGI, unless a Customer has pre-approved credit terms.
- 4.4. The Customer shall pay all amounts due in full, without set off and free of bank charges by the due date. The Customer shall be liable to an interest of 10% per annum on all overdue balances without the need to put the Customer in mora and without the need for any further judicial or extra-judicial act.
- 4.5. LGI may, at its sole discretion and without the need to issue any further notice to the Customer, suspend sales, terminate any credit facility of the Customer and terminate the Rental Agreement if any overdue amounts remain unpaid after two reminders have been sent to the Customer.
- 4.6. In case any amount due has to be recovered through the services of an attorney-at-law, the Customer shall be liable to a surcharge of 10% (plus VAT) of the debt, being the attorney's commission, as well as the payment of LGI's legal fees including costs of any "mise en demeure" agreed at Rs 11,500 (VAT Inclusive), the fees of attorney at law and counsel agreed at Rs 69,000 (VAT Inclusive).

5. LEASE PERIOD

- 5.1. Unless otherwise agreed in writing, the standard lease period for a Cylinder shall be 120 days and that period shall begin to run as from delivery of the Cylinder (the "Term"). The Customer should return a Cylinder once it is empty but should, in any event, return a Cylinder after the lapse of the Term, irrespective of whether the Cylinder is or is not empty, without any compensation or refund to the Customer in case the Cylinder is not empty.
- 5.2. After the lapse of the Term, should a Cylinder not be returned to LGI, LGI shall be entitled to:
 - 5.2.1. claim an indemnity for unlawful retention of its Cylinder at twice the rental fee per Cylinder until the Cylinder is returned to LGI; and
 - 5.2.2. apply to the competent court for a "saisie-revendication" to recover possession of its Cylinders, irrespective of whether any product or gas still remains in the Cylinders. The costs of such application shall be exclusively borne by the Customer which shall, furthermore, not be entitled to any refund or compensation in respect of any product or gas still remaining in the recovered Cylinders; or
 - 5.2.3. in the alternative, treat the Cylinder(s) as being lost and claim the replacement value of the Cylinder(s) from the Customer.

6. HANDLING OF CYLINDERS

- 6.1. No refilling of the Cylinders is permitted.
- 6.2. Only authorised qualified employees of the Customer shall handle the Cylinders and any product or gas contained therein.
- 6.3. The Customer will be responsible for the safety and security of Cylinders rented to it whilst the Cylinder is in its custody. The Customer warrants that its site is safe and secure for the storage of Cylinders and shall keep the Cylinders on its site clean and in good condition until returned to LGI. The Customer shall forthwith inform LGI in writing of any damage, however slight, to any Cylinder of LGI.
- 6.4. The Customer shall be responsible for identifying and obtaining all licences, registrations, permits or approvals necessary or advisable for the use of any gas or product in the Cylinders and the storage thereof in Cylinders on its site.
- 6.5. The Customer shall ensure and be responsible for the proper connection from the Cylinder to its production process and shall do so in accordance with the industry norms.
- 6.6. All relevant safety data sheets and safety instructions relating to the Cylinders are published on LGI's website at <https://www.gaz-industriels.com/condition-of-sales/> or are otherwise available upon request and the Customer shall, at all times, comply with and ensure compliance by its employees and agents of such safety data sheets. In addition, the Customer

Les Gaz Industriels Limited

P.O Box 673, Bell Village, Pailles Road, GRNW, Republic of Mauritius

T (+230) 212 8306, F (+230) 212 0235

E contactus@gaz-industriels.com | www.gaz-industriels.com

BRN : C07000817

Registered Office : 18, Edith Cavell Street, Port-Louis, Mauritius



- shall apply best industry practice at all times in relation to the storage, handling and use of the Cylinders and any gas or product stored therein.
- 6.7. The Customer shall comply with all reasonable directions given by LGI regarding the use and handling of the Cylinders and any gas or product stored therein.
 - 6.8. The Customer shall ensure that it has adequate and suitably trained and qualified staff who can handle the Cylinders and any gas or product stored therein safely as well as adequately documented procedures and controls to ensure that the safe and appropriate handling of the Cylinders. It is the Customer's responsibility to carry out safety and risks assessments in relation to the use of the Cylinders and any gas or product stored therein.
 - 6.9. The Customer is responsible for the safety of its employees, subcontractors and any third party using the Cylinders and any gas or product stored therein at any pressure range.
 - 6.10. The Customer shall comply with all relevant legislation including environment, occupational health and safety, public health and sanitation laws in force in Mauritius when using the Cylinders and any gas or product stored therein.
 - 6.11. The Customer shall not alter, modify or tamper with a Cylinder of LGI (and shall not cause or allow any person to do such acts) except if authorised by LGI. The Customer shall not erase, modify or alter any marks or numbers on the Cylinders.
 - 6.12. The Customer shall not use the Cylinders and/or the gas or product contained therein for any purpose other than in the normal course of its business. The Customer shall use the Cylinders and any gas or product stored therein only within the Republic of Mauritius and nowhere else. No resale of any gas or product stored in the Cylinders is permitted.
 - 6.13. The Customer shall be responsible to insure any Cylinder from the point of delivery until it returns the Cylinder to LGI.
 - 6.14. In the interest of continuous product improvement, LGI reserves the right to change the design or specification of its Cylinders with reasonable notice. Any documents containing drawings, specifications, particulars of weight, dimensions or illustrations of the Cylinders shall not form or represent any part of the Rental Agreement unless expressly agreed in writing by LGI. All safety data sheets and other documents provided by LGI also remain the property of LGI.
 - 6.15. The Customer must return any Cylinder to LGI in the same clean condition and good working order it was in when the Customer received it, ordinary wear and tear excluded. If the Customer does not properly clean the Cylinder or return it in good working order (ordinary wear and tear excluded), LGI shall charge the customer for the costs it incurs for cleaning and repairing the Cylinder. The applicable costs of cleaning and/or spare parts and labour costs are available upon request.

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7. INSPECTION OF CYLINDERS

- 7.1. LGI reserves the right, for safety reasons, to have any Cylinder returned for inspection and thereafter take corrective actions that may be deemed appropriate.
- 7.2. Provided a notice of at least three (3) days has been given by LGI, the Customer shall give free and safe access to LGI's representatives and employees to its site:
 - 7.2.1. to carry out routine inspections on any Cylinder of LGI;
 - 7.2.2. to effect any repairs on such Cylinders; and
 - 7.2.3. to retrieve any Cylinder on termination of this Rental Agreement.

8. TERMINATION

- 8.1. LGI is entitled to put an end to the present Rental Agreement by giving one month written notice to the Customer without any refund or compensation to the Customer.
- 8.2. LGI may terminate this Rental Agreement without providing any notice period and without any refund or compensation to the Customer on the appointment of an administrator, receiver or liquidator to the Customer or in case of merger, amalgamation, winding-up, dissolution, bankruptcy or insolvency of the Customer. In addition, LGI may terminate this Rental Agreement immediately without prior written notice to the Customer of the latter's breach of any material condition or obligation in this Rental Agreement or in case of breach of any applicable standard term and condition of LGI published on the website of LGI at <https://www.gaz-industriels.com/condition-of-sales/>. Without limiting the generality of the foregoing, for purposes hereof, the Customer shall be deemed to be in breach of a material condition hereof and LGI shall be entitled to terminate this Rental Agreement without any refund or compensation whatsoever to the Customer if the Customer:
 - 8.2.1. tampers with a Cylinder or causes or allows same to be tampered with;
 - 8.2.2. violates any technical or safety guidelines or material safety data sheet published on the website of LGI at <https://www.gaz-industriels.com/condition-of-sales/> or otherwise given by LGI with respect to the Cylinders and/or the gas or product stored therein;
 - 8.2.3. refills or repairs a Cylinder (including any attempt thereof) or causes a third party to refill or repair it;
 - 8.2.4. damages or allows irreparable damage to be caused to any Cylinder in its care; and
 - 8.2.5. misuses or causes repairable but repeated damage to any Cylinders in its care.
- 8.3. No refund or compensation shall be payable by LGI on termination, in particular for unused gas or product remaining in any Cylinder or any disruption in the activities of the Customer.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. LGI accepts no responsibility for the suitability or fitness for purpose of the Cylinders or any gas or product therein in the production process of the Customer. To the furthest extent permissible by law, LGI provides no warranty whatsoever regarding the Cylinders and their fitness for use.
- 9.2. To the furthest extent permissible by law, LGI, its employees, officers, directors, contractors, suppliers or affiliates (“LGI Parties”) shall not be responsible for any loss and incidental or consequential damages arising out contract, faute, or fiduciary duty by providing the Cylinders and the gas or product contained therein to the Customer. To the extent allowable by law, all liability towards the Customer for the supply of the Gas is expressly disclaimed by LGI Parties.
- 9.3. LGI Parties shall not be responsible for any injury or damage caused through the negligent use or handling of the Cylinders (and any gas or product contained therein) or for any damages or losses due to any defects in any apparatus used in connection with them by the Customer. The entire liability of LGI Parties to the Customer on any claim, whether in negligence or any other faute or for breach of this Rental Agreement or otherwise, shall not exceed the total value of the goods and services provided under this Rental Agreement over the six-months period preceding the claim. In no event shall LGI be liable for the Customer’s incidental or consequential damages or lost profits. LGI shall not be liable to the Customer for any disruption in the Customer’s business activity in any circumstance whatsoever.
- 9.4. The Customer agrees to defend, indemnify and hold LGI Parties harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable legal fees, in any way arising from, related to or in connection with (i) the Customer’s use of the Cylinder (and any gas or product contained therein); (ii) the Customer’s breach or alleged breach of this Rental Agreement or any other term or agreement between LGI and the Customer; (iii) the Customer’s violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) the Customer’s violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by the Customer.

10. TRADEMARK & COPYRIGHT

- 10.1. No license or right to use any mark is granted by this Rental Agreement. The Customer’s use of LGI marks is strictly prohibited.
- 10.2. Nothing in this Rental Agreement or in the conduct of LGI shall be construed as transferring ownership of any copyright which LGI holds in any work communicated to the Customer.

11. INTERPRETATION OF THESE STANDARD TERMS

- 11.1. No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision. LGI and the Customer acknowledge that the rule of interpretation provided at article 1190 of the Code civil Mauricien shall not apply to the terms and conditions set out herein.
- 11.2. Neither the failure by LGI to insist on any occasion upon the performance of the terms and conditions set out herein nor time or other indulgence granted by LGI to the Customer shall act as a waiver of such breach nor as an acceptance of any variation, or as the relinquishment of any such right or any other right set out herein.

DATE OF APPLICATION: as from 1st August 2023