

STANDARD DEPOSIT TERMS
OF LES GAZ INDUSTRIELS LIMITED

1. APPLICATION

- 1.1. The present standard terms and conditions regarding deposit shall apply to any Customer of Les Gaz Industriels Limited (“LGI”) which has bought any product or gas of LGI in Cylinders of LGI, and in the context of that purchase, has rented Cylinders from 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 Deposit Agreement between the parties. These standard terms are in addition to the Standard Rental Terms of LGI published on the website of LGI at <https://www.gaz-industriels.com/condition-of-sales/>, deemed to be incorporated herein by reference.
- 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 deposit 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. DEPOSIT AMOUNT

- 2.1. The deposit per Cylinder is as follows:
 - 2.1.1. Rs. 4,800
- 2.2. Upon paying the deposit, the Customer receives a Deposit on Cylinders Voucher and Deposit Card, which are both required to claim back the deposit.

3. THE CUSTOMER’S RIGHTS AND OBLIGATIONS

- 3.1. The Customer:
 - 3.1.1. must provide a deposit in respect of each Cylinder rented from LGI, such deposit not carrying any interest.
 - 3.1.2. must retain and keep safe the original Deposit on Cylinders Voucher and Deposit Card failing which the deposit will automatically be forfeited.
 - 3.1.3. must use the Cylinders only in accordance with the relevant safety data sheet (as found on the website of LGI)
 - 3.1.4. must at all times comply with the Standard Rental Terms, as published on the website of LGI <https://www.gaz-industriels.com/condition-of-sales/> and deemed to be incorporated herein.

3.1.5. is not entitled to set off any amount due by him against the deposit, except with the agreement of LGI.

3.1.6. agrees that the deposit shall be forfeited and that LGI will be entitled to recover possession of all its Cylinders forthwith:

3.1.6.1. in case of any breach of any standard terms and conditions in force and/or any agreement the Customer has with LGI; or

3.1.6.2. in case the Customer fails to comply with any material safety data sheet or safety instruction published on the website of LGI at <https://www.gaz-industriels.com/condition-of-sales/>.

4. LGI'S RIGHTS AND OBLIGATIONS

4.1. LGI:

4.1.1. reserves the right to set off the deposit against any amount which may be due by the Customer, in which case the Customer will be required to forthwith replenish the deposit.

4.1.2. reserves the right, for safety reasons, to have at any time Cylinder(s) returned for inspection and thereafter to take corrective actions that may be deemed necessary.

4.1.3. will only proceed with a refund by way of cheque or bank transfer.

4.1.4. will proceed with refund of deposit only if:

4.1.4.1. original Empty Gas Voucher(s) is/are submitted by the customer.

4.1.4.2. empty Cylinder(s) returned are in good condition upon inspection.

4.1.4.3. the original Deposit on Cylinders voucher is submitted by the Customer.

4.1.4.4. The original Deposit Card is returned by the Customer.

4.1.4.5. bank account details are submitted for the Customer electing to be refunded by bank transfer.

4.1.4.6. all Cylinders unlawfully held by the Customer beyond the Term, as set out in the Standard Rental Terms or otherwise agreed in writing between the parties, are returned.

4.1.4.7. There are no arrears due by the Customer.

4.1.5. will refund the deposit to the Customer once all information, documents and evidence required above have been submitted.

4.1.6. will proceed with refund of deposit to the Customer within 10 working days from receiving all documents and information mentioned above.

Les Gaz Industriels Limited

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5. INTERPRETATION OF THESE STANDARD TERMS

- 5.1. 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.
- 5.2. 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