

A-Gas Europe

Standard Terms and Conditions

1. Definitions and Interpretations

1.1 In these conditions, unless the context otherwise requires, the following words have the following meanings:

A-Gas [A-Gas (UK) Limited (a company incorporated in England and Wales with company number: 02752249) whose registered office is at Banyard Road, Portbury West, Bristol BS20 7XH].

[A-Gas Deutschland GmbH, Bei den Kämpen 22, Seevetal, 21220, Germany]

[A-Gas Italia S.R.L. Via Cavour, 96, 67051 – Avezzano AQ, Italy]

[A-Gas Netherland B.V. Albert Thijsstraat 65, 6471 WX, Eyselshoven]

Anti-Corruption Laws means any law of any jurisdiction in which the Customer performs business, or of the United States, of the European Union, or of the United Kingdom, including without limitation, the Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, and where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials.

Conditions means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) including any special terms and conditions agreed in writing between the Customer and A-Gas from time to time.

Customer means the person who purchases the Goods and/or Services from A-Gas pursuant to the Relevant Contract.

Customer Default has the meaning given to it in Condition 5.3.

Cylinders and/or Drums means any cylinders, drums, pallets, cages or similar equipment owned by A-Gas used to supply the Goods.

Delivery means, as agreed between A-Gas and the Customer in writing, any of:

- (a) delivery by A-Gas of Goods to the Customer;
- (b) delivery by A-Gas of Goods to a customer of the Customer; or
- (c) collection by the Customer of Goods from A-Gas.



A Subsidiary of A-Gas Group Limited
Registered in England No 02752249 VAT Registered No GB 650 4696 28

- Designated Person** means a person or entity that is:
- (a) listed on, or owned or controlled by a person listed on, any Sanctions List;
 - (b) subject to country-wide Sanctions; or
 - (c) otherwise a target of Sanctions.
- Due Date** has the meaning given to it in Condition 7.2.
- Goods** means the Goods (or any part of them) set out in the Order.
- Order** means the Customer's purchase order for the supply of Goods and/or Services.
- Quote** means the quote and/or proposal from A-Gas to the Customer in respect of a potential Order.
- Relevant Contract** has the meaning given to it in Condition 2.4.
- Sanctions** means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the US government, the UN, the EU, the UK, or the governmental institutions and agencies of any of the foregoing including without limitation the European Commission, the UN Security Council, the Office of Foreign Assets Control of the US Department of Treasury, the US Department of State, and Her Majesty's Treasury or other relevant government authority with jurisdiction over the Customer or its operations (together the "**Sanctions Authorities**").
- Sanctions List** means the European Union Consolidated Financial Sanctions List issued by the European Commission, the Specially Designated Nationals and Blocked Persons list issued by OFAC or the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities.
- Services** means the services supplied by A-Gas to the Customer as set out in the Order.
- Waste Gases** means the gases to be despatched to A-Gas pursuant to the Waste Services.
- Waste Services** means any Services that involve any waste or excess gases being removed, disposed of and/or sampled by A-Gas.
- Waste Specification** means the written specification provided by the Customer detailing any waste or excess gases to be removed and/or disposed of and/or sampled by A-Gas.
2. **Basis of the Sale**
- 2.1 The Quote provided by A-Gas constitutes an offer by A-Gas to the Customer, which can be withdrawn by A-Gas at any time without notice to the Customer.
- 2.2 Based on the Quote, the Order submitted by the Customer constitutes an acceptance and commitment by the Customer to purchase Goods and/or Services in accordance with these Conditions.

- 2.3 The Order shall only be deemed to be accepted when A-Gas notifies the Customer in writing of A-Gas's acceptance of the Order or when A-Gas delivers the relevant Goods or performs the Services (whichever is the earlier) at which point and on which date the Relevant Contract shall come into existence.
- 2.4 Each Order accepted by A-Gas shall constitute a separate contract for the purchase of Goods and/or Services (the "**Relevant Contract**"). All Relevant Contracts shall be subject to these Conditions.
- 2.5 Following acceptance of an Order, and without prejudice to Condition 4.2, A-Gas may make changes to or cancel and the Customer may request changes to or cancellation of the Relevant Contract up to the end of the day that is five (5) days prior to the date on which Delivery is scheduled to be made or the Services are scheduled to be performed. Any changes to or cancellation of the Relevant Contract shall only be binding once made by or accepted by A-Gas (as the case may be) and notified by A-Gas to the Customer in writing.
- 2.6 Any terms and conditions in the Customer's Order, not otherwise explicitly agreed in writing by A-Gas and inconsistent with these Conditions shall not form part of A-Gas's acceptance of the Customer's Order even if A-Gas has not explicitly rejected such terms and conditions.
- 2.7 Any advice or recommendation given by A-Gas or its employees or agents to the Customer or its employees or agents as to the analysis, storage, application or use of the Goods which is not confirmed in writing by A-Gas is followed and/or acted on entirely at the Customer's own risk, and accordingly A-Gas shall not be liable for any advice or recommendation which is not so confirmed.
- 2.8 Any samples submitted to or by the Customer and other information contained in A-Gas's brochures, advertising materials or elsewhere shall not form part of the Relevant Contract and shall be treated as approximates and for guidance only.
- 2.9 All of these Conditions shall apply to the supply of both Goods and Services, except where application to one or the other is specified.

3. **Basis of the Supply of Services**

- 3.1 A-Gas shall supply the Services in accordance with the Customer's reasonable instructions and the Customer shall pay for the Services in accordance with Condition 7.
- 3.2 Where the Services involve Waste Services, Condition 16 shall apply in addition to all other Conditions.

4. **Basis of the Supply of Goods**

- 4.1 The Goods shall be as described in the relevant Order.
- 4.2 A-Gas shall be entitled to amend the Order at any time if required by any applicable statutory or regulatory requirements, and A-Gas shall notify the Customer in any such event.

5. **Customer Obligations and Key Technical Terms**

- 5.1 The Customer shall:
- (a) ensure that the terms of the Order and any information provided therein is complete and accurate;
 - (b) co-operate with A-Gas in all matters relating to the Goods and/or Services; and
 - (c) provide A-Gas, its employees, agents, consultants, and subcontractors with access to the Customer's premises, as reasonably required to provide the Goods and/or Services.

- 5.2 The Customer acknowledges and accepts the information outlined at Schedule 1 in respect of Waste Services.
- 5.3 If A-Gas's performance of any of its obligations under the Relevant Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to comply with its obligations under Condition 5.1 ("**Customer Default**"):
- (a) without limiting or affecting any other right or remedy available to it, A-Gas shall have the right to: (i) suspend performance of the Services or Delivery of the Good until the Customer remedies the Customer Default; and (ii) to rely on the Customer Default to relieve it from the performance of any of its obligations under the Relevant Contract, in each case to the extent the Customer Default prevents or delays A-Gas' performance of any of its obligations under the Relevant Contract;
 - (b) A-Gas shall not be liable for any costs incurred or losses sustained by the Customer arising directly or indirectly from the Customer Default; and
 - (c) the Customer shall reimburse A-Gas on written demand for any costs incurred or losses sustained by A-Gas arising directly or indirectly from the Customer Default.
6. **Price of the Goods and Services**
- 6.1 The price of the Goods and/or Services shall be:
- (a) if the Customer has received a Quote for the Goods and/or Services from A-Gas, which has not expired, the price for the Goods and/or Services contained in such Quote; or
 - (b) if the Customer does not hold a valid Quote, the price notified by A-Gas to the Customer in an Order; and
 - (c) supplied on an Ex Works Incoterms 2020 basis (unless stated otherwise in writing in the Quote or the Order), .
- 6.2 The Customer shall pay the price for the Goods and/or Services in accordance with Condition 7 below.
- 6.3 A-Gas may increase the price or change the freight allowance or terms of payment at any time upon ten (10) days prior written notice and the Customer shall be deemed to accept such increase or change unless A-Gas receives a written objection from the Customer within ten (10) days of the date of notification to the Customer. If the Customer so objects, A-Gas may elect to continue to supply Customer at the price, freight allowance or terms of payment existing at the time of the announced increase or change, or, if unwilling to do so may terminate the Relevant Contract immediately upon written notice.
- 6.4 A-Gas shall be entitled, by notice given at any time before shipment, to increase the price, if there is any increase in the price or cost of the goods furnished to A-Gas by virtue of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increases in the cost of raw materials, labour or transport or by any other causes (whether or not of the same nature as the foregoing) beyond the control of A-Gas or as a result of any change to an Order made by a Customer. Where reasonably practicable A-Gas shall use reasonable endeavours to notify the Customer of the cost associated with any change to an Order made by a Customer in accordance with these Conditions prior to accepting such change. If the Customer is of the opinion that any such increase in price is unreasonable it may object to such increase by written notice given within ten (10) days of receipt of A-Gas's notice; A-Gas shall have the option to continue to supply Customer at the price currently in effect if willing to do so or to terminate the Relevant Contract immediately upon written notice.
- 6.5 If the price, freight allowance or terms of payment or any price increase or change in freight allowance or terms of payment or A-Gas's ability to make any such increase or change, should be altered or prohibited by reason of any law, governmental decree, order regulation, A-Gas may terminate the Relevant Contract immediately upon written notice.
- 6.6 Unless explicitly agreed in writing between the Customer and A-Gas, all prices provided by A-Gas are exclusive of any cost of insurance and/or freight.

6.7 The price is exclusive of any applicable value added tax or other sales tax which the Customer shall be additionally liable to pay A-Gas.

7. **Payment terms**

7.1 Subject to any special terms agreed in writing between the Customer and A-Gas, A-Gas shall be entitled to invoice the Customer:

- (a) in respect of Goods, on or at any time after despatch of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event A-Gas shall be entitled to invoice the Customer for the price at any time after A-Gas has notified the Customer that the Goods are ready for collection or (as the case may be) A-Gas has tendered delivery of the Goods; and/or
- (b) in respect of Services, on or after completion of the Services.

7.2 Subject to any special terms agreed in writing between the Customer and A-Gas, the Customer shall pay the price of the Goods and/or Services (without any deduction) not later than thirty (30) days following the date of the invoice relating to the Goods and/or Services (the “**Due Date**”). The time of payment shall be of the essence of the Relevant Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim.

7.3 If the Customer fails to make any payment on the Due Date then without prejudice to any other right or remedy available to A-Gas, A-Gas shall be entitled to:

- (a) terminate the Relevant Contract or suspend any further deliveries of Goods and/or supply of Services to the Customer;
- (b) appropriate any payment made by the Customer to such of the Goods and/or Services (or goods and/or services supplied under any other contract between the Customer and A-Gas) as A-Gas may think fit (notwithstanding any purported appropriation by the Customer); and
- (c) charge the Customer interest (whether before or after any judgment) on the amount unpaid, at the rate of either 1) 4 per cent per annum over the Bank of England or European Central Bank base rate, whichever is most relevant, from time to time, but 4% per annum for any period when that base rate is below 0%, (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) from the Due Date until payment is made or 2) within any limits and requirements required by legislation, whichever is the greater.

8. **Delivery**

8.1 A-Gas shall endeavour to deliver the Goods by the date quoted for Delivery but such date is not guaranteed, nor shall the time for Delivery be of the essence or fatal unless previously agreed in writing by A-Gas.

8.2 The date quoted for Delivery shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond the reasonable control of A-Gas.

8.3 The Goods may be delivered by A-Gas in advance of the quoted date for Delivery upon giving reasonable notice to the Customer.

8.4 If the Customer fails to take Delivery of the Goods or fails to give A-Gas adequate delivery instructions at the time stated for Delivery (other than by reason of any cause beyond the Customer’s reasonable control or by reason of A-Gas’s fault) then without prejudice to any other right or remedy available to A-Gas, A-Gas may:

- (a) store the Goods until actual Delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- (b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Relevant Contract or charge the Customer for any shortfall below the price under the Relevant Contract.

9. Risk and Property

9.1 Unless otherwise agreed in writing between A-Gas and the Customer, risk of damage or loss of the Goods shall pass to the Customer:

- (a) in the case of Goods to be collected from A-Gas's premises, at the time when A-Gas notifies the Customer that the Goods are available for collection; or
- (b) in the case of Goods to be delivered to the Customer, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when A-Gas has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title to the Goods shall not pass to the Customer until A-Gas has received, in cash or cleared funds, payment in full of the price of the Goods and all other sums which are or which become due to A-Gas from the Customer on any account.

9.3 Until title of the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as A-Gas's bailee;
- (b) store the Goods (at no cost to A-Gas) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as A-Gas's property;
- (c) not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured on A-Gas's behalf for their full price against all risks to the reasonable satisfaction of A-Gas. On request the Customer shall produce the policy of insurance to A-Gas; and
- (e) give A-Gas such information relating to the Goods as A-Gas may require from time to time.

10. A-Gas Cylinders and Drums

10.1 With respect to ownership, notwithstanding the other provisions of Condition 9, Cylinders and/or Drums shall remain the property of A-Gas and are leased to the Customer (unless otherwise agreed in writing between A-Gas and the Customer). The lease of the Cylinders and/or Drums has an initial rent-free period as set out in the Quote, which shall start on the date of despatch, where the Goods are to be delivered to the Customer or the date A-Gas notifies the Goods are ready for collection, if the Customer is to collect the Goods from A-Gas. Where the Cylinders and/or Drums are not returned to A-Gas within the rent-free period, A-Gas is entitled to charge the Customer the monthly rental fee set out in the Quote until the earlier of:

- (a) the Customer returning the Cylinders and/or Drums to A-Gas; or
- (b) the Customer declaring to A-Gas that the Cylinders and/or Drums are lost, at which point A-Gas shall be entitled to charge the Customer the replacement costs.

10.2 The Customer has the following obligations under this Condition:

- (a) Where Cylinders and/or Drums are to remain the property of A-Gas, the Customer shall return the same to A-Gas in accordance with A-Gas's instructions, empty and in a good and safe condition. If the Cylinders and/or Drums returned to A-Gas are not in a good and safe condition, as determined by A-Gas in its sole discretion, A-Gas shall be entitled to charge the Customer the replacement costs.
- (b) The Customer shall not refill or use any Cylinders and/or Drums for anything other than their permitted purposes, and shall not permit others to do the same. For the avoidance of doubt, all Cylinders and/or Drums must be returned to A-Gas for the purpose of refilling.
- (c) The Customer must adhere to all applicable laws in relation to the Cylinders and/or Drums, including but not limited to health and safety and environmental legislation and regulations.
- (d) The Customer must ensure that labelling and instructions are maintained on all Cylinders and/or Drums in line with the relevant laws, including transferring such labelling and instructions if the Cylinders and/or Drums are repackaged.
- (e) The Customer must immediately notify A-Gas in writing of any damage, loss or contamination in relation to the Cylinders and/or Drums.
- (f) The Cylinders and/or Drums include an 'RPD', anti-fill device, which must not be removed or tampered with. If the RPD is damaged or removed, then the Customer is liable to pay A-Gas for all associated costs, including, but not limited to, the cost of components, the cost of withdrawal of any Cylinder and/or Drum from ongoing use, and the cost of repair and/or replacement.
- (g) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Cylinders and/or Drums which remain the property of A-Gas, but if the Customer does so all monies owing by the Customer to A-Gas shall (without prejudice to any other right or remedy of A-Gas) forthwith become due and payable.

10.3 Any breaches of the Customer's obligations under this Condition, without prejudice to any other right or remedy of A-Gas, may result in the Customer losing any deposit already paid or owed to A-Gas.

10.4 If A-Gas and the Customer enter into a Cylinders and/or Drums rental agreement in respect of the leasing of any Cylinders and/or Drums the terms of that agreement will prevail (in respect of those Cylinders and/or Drums covered by the drum rental agreement) if there is any conflict with this Condition 10.

11. **Warranties**

11.1 Subject to Condition 11.2, A-Gas warrants (as applicable) that:

- (a) the Goods correspond in all material respects with the specification in the Order at the time of delivery;
- (b) the Services will be provided using reasonable care and skill; and/or
- (c) the Waste Services will be carried out in compliance with the Fluorinated Greenhouse Gases Regulations 2015 (SI 2015/310) and its subsequent amendments.

11.2 To the extent provided by law, A-Gas shall have no liability under or in connection with the warranty set out at Condition 11.1 or otherwise:

- (a) in respect of any defect in the Goods and/or Services arising from any specification supplied by the Customer or from any failure of the Customer to properly store and maintain the quality of any gases supplied by A-Gas;

- (b) in respect of any defect arising from fair wear and tear or aging;
- (c) damage caused by negligence, failure to follow A-Gas's instructions (whether oral or in writing), failure to follow good trade practice, misuse or alterations of the Goods without A-Gas's prior written approval;
- (d) if the total price for the Goods and/or Services has not been paid by the Due Date;
- (e) if the Customer alters or repairs such Goods without the written approval of A-Gas; and
- (f) for parts, materials or equipment not manufactured by A-Gas, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to A-Gas.

11.3 In addition to Condition 11.2, A-Gas shall not be liable for a breach of the warranty in Condition 11.1 in respect of Goods unless:

- (a) the Customer gives written notice of the defect to A-Gas, within five (5) days of the time when the Customer discovers or ought to have discovered the defect; and
- (b) A-Gas is given a reasonable opportunity, after receiving the notice, to examine such Goods.

11.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. Limitation of Liability (German Law)

12.1 If a Relevant Contract is governed by German law, the following shall apply:

- (a) Subject to Condition 12.1 (c), the liability of A-Gas arising from or in connection with such Relevant Contract shall, be limited as follows:
 - (i) For damages caused by a slightly negligent breach of a material contractual obligation, A-Gas shall only be liable up to the amount of damages typically foreseeable for contracts of such kind. A material contractual obligation is any obligation, the performance of which in particular facilitates the due implementation of the contract and whose compliance the Customer routinely relies on and may rely on.
 - (ii) A-Gas shall not be liable for damages caused by a slightly negligent breach of a non-contractual obligation.
- (b) Condition 13 shall not apply.
- (c) Nothing in these Conditions limits any liability of A-Gas which cannot legally be limited, including:
 - (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) wilful misconduct or intentional acts or omissions (*Vorsatz*), or gross negligence (*grobe Fahrlässigkeit*); or
 - (iv) product liability under the German Product Liability Act

13. Limitation on Liability (Laws of Italy, the Netherlands and/or United Kingdom)

- 13.1 Where a valid claim for any defect in the quality or condition of the Goods or their failure to meet a specification is notified to A-Gas in accordance with these Conditions, A-Gas shall, at its sole discretion, replace the Goods (or the part in question) free of charge or refund a proportionate price of the Goods and A-Gas shall have no further liability to the Customer upon replacement or payment of any refund.
- 13.2 Subject to Condition 13.3, if A-Gas fails to deliver the Goods and/or supply the Services for any reason, other than any cause beyond A-Gas's reasonable control or the Customer's fault, and A-Gas is accordingly liable to the Customer then A-Gas's liability shall be limited as follows with reference to the country in which the A-Gas entity is established:
- (a) Italy, Netherlands, and/or United Kingdom
 - (i) to the excess of any costs the Customer has incurred for similar goods or services (in the cheapest market available) to replace the Goods and/or Services that were not delivered or supplied by A-Gas.
- 13.3 Subject to Condition 13.4 and 13.5, and otherwise notwithstanding any Condition to the contrary, A-Gas's total liability to the Customer shall not exceed the purchase price of the Relevant Contract. A-Gas's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Relevant Contract.
- 13.4 Where the A-Gas entity is established in the Netherlands and subject to Condition 13.5, and otherwise notwithstanding any Condition to the contrary, A-Gas's total contractual and/or non-contractual liability to the Customer shall not exceed the purchase price of the Relevant Contract.
- 13.5 Nothing in these Conditions limits any liability which cannot legally be limited, including the following with reference to the country in which the A-Gas entity is established:
- (a) Italy
 - (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) wilful misconduct and gross negligence.
 - (b) Netherlands
 - (i) intent (opzet) and gross negligence (bewuste roekeloosheid).
 - (c) United Kingdom
 - (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) any breach of its obligations implied by Section 12, Sale of Goods Act 1979 or Section 2, Supply of Goods and Services Act 1982.
- 13.6 Subject to Condition 13.5 and 13.7, A-Gas shall not be liable to the Customer by reason of any representation (other than fraudulent, misrepresentation), or any implied warranty, condition or other term, or any duty at common law, under the express terms of the Relevant Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or any claim for consequential loss whatsoever (and whether caused by the negligence of A-Gas, its

employees, agents or otherwise which arises out of or in connection with the supply of the Goods or their resale by the Customer or the provision of the Services, except as expressly provided in these Conditions.

- 13.7 Where the A-Gas entity is established in the Netherlands and subject to Condition 13.5, A-Gas shall not be liable to the Customer by reason of any representation (other than fraudulent, misrepresentation), or any implied warranty, condition or other term under the express terms of the Relevant Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or any claim for consequential loss whatsoever, which arises out of or in connection with the supply of the Goods or their resale by the Customer or the provision of the Services, except as expressly provided in these Conditions.
- 13.8 Subject to Condition 13.5 and 13.9, A-Gas disclaims any liability whatsoever in contract, tort or otherwise in respect of loss, damage, injury or death arising directly or indirectly from any defect or error in the Waste Specification or in any information provided by the Customer in respect of the provision of the Services.
- 13.9 Where the A-Gas entity is established in the Netherlands and subject to Condition 13.5, A-Gas disclaims any liability whatsoever contractually, non-contractually or otherwise in respect of loss, damage, injury or death arising directly or indirectly from any defect or error in the Waste Specification or in any information provided by the Customer in respect of the provision of the Services.

14. **Indemnity**

The Customer shall indemnify and keep A-Gas indemnified against all costs, claims, liabilities, demands, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by A-Gas arising out of or in connection with:

- (a) any defect, error, or omission in the Waste Specification or any other information provided by the Customer;
- (b) any inconsistency between the Waste Specification and the Waste Gases;
- (c) any alleged infringement of the patents, trademarks, copyright, design or other intellectual property rights used by A-Gas at the request of the Customer;
- (d) any alleged breach or infringement of any statute or regulation concerning the storage, marketing and distribution of the Goods by the Customer;
- (e) any failure by the Customer to comply with or any breach of these Conditions;
- (f) any alleged breach of any statute or regulation where A-Gas relies or has relied upon information relating thereto or labels provided by the Customer, and the breach does not arise from negligence or default of A-Gas;
- (g) any alleged breach of the Fluorinated Greenhouse Gases Regulations 2015 (SI 2015/310) and its subsequent amendments. and/or the applicable legislation in the United Kingdom transposing the EU Mobile Air Conditioning (MAC) Directive 2006 by the Customer, and the breach does not arise from negligence or default by A-Gas; or
- (h) any claims: (i) arising and made under applicable consumer protection laws and (ii) which arise by reason of or in connection with a defect in the Goods or in the end product manufactured and/or supplied by the Customer in which the Goods are comprised, where such defect is either made in A-Gas' compliance with the instructions given by the Customer or the Customer's design of the end product.

15. Health and Safety

Many chemicals are potentially dangerous and must be used and handled with appropriate care. The Customer is responsible for ensuring that labelling and instructions required under all relevant health and safety and environmental legislation and regulations are maintained on all Goods and any containers, cylinder(s), drum(s) and/or packaging materials, and are followed and transferred. In the event that the Customer repacks the Goods, and that all Goods are stored safely and in accordance with all relevant health and safety and environmental legislation and regulations. The provisions of this Condition 15 are without prejudice to the provisions of Condition 9.

16. Waste Services

16.1 Where the Services provided by A-Gas involve Waste Services the Customer shall provide A-Gas with a Waste Specification confirming the Waste Gases to be despatched to A-Gas prior to any despatch.

16.2 A-Gas shall not be deemed to have accepted the purchase of any Waste Gases received by them until A-Gas provides written notification to the Customer that A-Gas accepts the Waste Gases.

16.3 A-Gas shall be responsible for all relevant documentation required under the Fluorinated Greenhouse Gases Regulations 2015 (SI 2015/310) and its subsequent amendments in respect of the Waste Services.

16.4 Any payment to the Customer for any Waste Gases accepted by A-Gas shall be agreed in writing between A-Gas and the Customer.

16.5 If the Waste Gases received by A-Gas do not match the Waste Specification, which shall be determined in the sole discretion of A-Gas, A-Gas shall be entitled to request that the Customer collects the Waste Gases from the relevant A-Gas premises within ten (10) days of such request. If the Customer does not collect the Waste Gases within ten (10) days the Customer confirms and acknowledges without being provided further notice that A-Gas shall be entitled to destroy, reprocess or otherwise deal with the Waste Gases with no further obligation or liability to the Customer in respect of the Waste Gases and A-Gas shall be entitled to invoice the Customer for any costs incurred by A-Gas in respect of the same.

17. Anti-Corruption and Trade Sanctions

17.1 The Customer acknowledges and agrees that it is the policy of A-Gas and its affiliates to comply fully with all applicable laws and regulations of all jurisdictions in which it does business. The Customer warrants and represents that:

- (a) it has not taken and will not take any action that would constitute a violation, or implicate A-Gas in a violation, of any Anti-Corruption Laws;
- (b) neither the Customer, nor any of its affiliates, directors, employees, independent contractors, representatives or agents is a Designated Person; and
- (c) the Customer shall not directly or indirectly use any Goods or any revenue derived from the Relevant Contract for the benefit of any Designated Person.

17.2 The Customer shall promptly notify A-Gas if its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Condition 17.1.

17.3 The Customer shall indemnify A-Gas against any losses, liabilities, damages, costs and expenses incurred by, or awarded against A-Gas as a result of any breach of this Condition 17 by the Customer.

17.4 A-Gas shall be entitled to terminate the Relevant Contract and any other contract between A-Gas and the Customer with immediate effect for any breach or potential breach of this Condition 17 by the Customer.

18. Force Majeure

A-Gas shall be entitled to defer the date of Delivery or to cancel the Relevant Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) in the event that the performance by A-Gas of the Relevant Contract or part thereof or any obligation herein contained is delayed and/or prevented and/or otherwise not complied with by reason of or consequence of, without limitation acts of God, terrorism, protests, explosion, lock outs, strikes, or other labour disputes (whether involving employees of A-Gas or third parties), war, riot, civil commotion, prohibition, accident, flood, epidemic, pandemic, fire, difficulties in transport, inability or delay in obtaining supplies of adequate or suitable materials, shortage of labour or any requirement, regulation, order or restriction of any civil or military authority or Governmental Authority (whether national or foreign), or any other matter not entirely within the control of A-Gas provided that, if the event in question continues for a continuous period in excess of thirty (30) days, the Customer shall be entitled to give notice in writing to A-Gas to terminate the Relevant Contract.

19. Notification of Claims

19.1 Any claim for non-delivery of Goods must be notified by the Customer to A-Gas within twenty-one (21) days of the date of A-Gas's invoice.

19.2 The Customer shall inspect the Goods immediately upon delivery. If any Goods are rejected because of non-conformity to specifications, the Customer shall only have the right to return the same to A-Gas after inspection by A-Gas or its properly authorised representative and receipt of definite shipping instructions from A-Gas, such inspection to be made and instructions given within thirty (30) days after notice of rejection by the Customer.

19.3 Any claim which is based on any defect in the quality of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by the Customer) be notified to A-Gas within five (5) days from the date of delivery.

19.4 If Delivery is not refused, and the Customer does not notify A-Gas of any claim in accordance with Condition 19.3, the Customer shall not be entitled to reject the Goods, A-Gas shall have no liability for such defects or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Relevant Contract.

20. Insolvency of Customer

It is a condition that without prejudice to any other right or remedy available to A-Gas, A-Gas shall be entitled to withdraw from or terminate the Relevant Contract or suspend any further deliveries under the Relevant Contract without notice and without liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

- (a) the Customer becomes insolvent or goes into liquidation or applies or is required to enter into such procedures or similar procedures under local law ;
- (b) an insolvency administrator is appointed over any of the property or assets of the Customer;
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) A-Gas reasonably believes that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

21. General

21.1 A-Gas may assign or transfer to any person and otherwise deal with its rights and obligations under the Relevant Contract or any part of it in such manner as it may, in its absolute discretion, consider fit, which the Customer hereby accepts This clause expressly intends to have effect on contract and property law.

- 21.2 The Customer shall not be entitled to assign the Relevant Contract or any part of it without the prior written approval of A-Gas.
- 21.3 Failure or delay by A-Gas in enforcing or partially enforcing any Conditions of a Relevant Contract shall not be construed as a waiver of any of its rights under the Relevant Contract.
- 21.4 The parties to the Relevant Contract do not intend that any term of the Relevant Contract shall be enforceable by any person that is not a party to it.
- 21.5 If a Condition or any provision of the Relevant Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability unenforceability or unreasonableness be deemed severable and the remaining Conditions and/or provisions of the Relevant Contract and the remainder of such provision shall continue in full force and effect.
- 21.6 Irrespective of whether a Customer signs and returns a copy of these Conditions to A-Gas, the placing of an Order by the Customer will constitute acceptance of these Conditions by the Customer in respect of such Order.
- 21.7 Each right or remedy of A-Gas under the Relevant Contract is without prejudice to any other right or remedy of A-Gas whether under the Relevant Contract or not.
- 21.8 The formation, existence, construction, performance, validity and all aspects of the Relevant Contract, including any disputes and claims, shall be governed by the law of the country for which the A-Gas entity is established. The Convention on International Sale of Goods shall not apply.
- 21.9 Translations are available for these Conditions in the language applicable to the relevant A-Gas entity, however any disputes and claims shall be managed using the English language only, which will remain the prevailing language.

We acknowledge and confirm our agreement to these Conditions.

Signed:

Name:

Authorised signatory for and on behalf of:

Job title:

Date:

The following signature only applies if you are a Customer in Italy.

Pursuant to article 1341, para. 2 of the Civil Code in Italy, we specifically approve articles 2.7, 5.3, 6.1, 6.3, 6.4, 6.5, 7.3, 11.2, 11.3, 11.4, 13, 14, 16.5, 17.3, 20, 21.2 and 21.8.

Signed:

Name:

Authorised signatory for and on behalf of:

Job title:

Date:

**Schedule 1 – WASTE SERVICES
Customer Obligations and Key Technical Terms**

ISSUE	RELEVANT INFORMATION
Standard Petrol-Powered Recovery of Refrigerant	<ul style="list-style-type: none"> (a) Recovery equipment is petrol powered and produces sound levels equivalent to commercial landscaping equipment; (b) It is the Customer's obligation and responsibility to ensure that parking is available in close proximity to the equipment being recovered, as the recovery equipment is vehicle mounted, therefore, hoses must run from the vehicle to the equipment being recovered; (c) It is the Customer's obligation and responsibility to ensure that safe roof access is provided if the location of the equipment is on a roof;
Standard Electrically Powered Recovery of Refrigerant or Difficult Access	<ul style="list-style-type: none"> (d) It is the Customer's obligation and responsibility to ensure that there is an escalator, stairs or ramp access to unit(s) being recovered; (e) It is the Customer's obligation and responsibility to ensure that a standard cold-water hose connection is available and a floor drain must be available within proximity to the appliance(s) being recovered, as the recovery equipment uses a water-cooled condenser; (f) It is the Customer's obligation and responsibility to ensure that two (2) 240 Volt, 16-amp electrical outlets on independent circuits are exclusively available for equipment and located within proximity to the appliance(s) being recovered. Location and access to applicable circuit breakers must also be provided;
Recovery Ports	<ul style="list-style-type: none"> (g) It is the Customer's obligation to ensure that the unit(s) to be recovered have a functioning low-level liquid port (minimum size ½") on the liquid receiver and vapour port (minimum ½"), for A-Gas to perform an effective recovery;
Cylinder Handling	<ul style="list-style-type: none"> (h) If recovered refrigerant is to be left on site and recharged into the system, the Customer is to arrange for the delivery of A-Gas receiver cylinders to the point of use, unless explicitly noted in the Relevant Contract then additional charges will apply; (i) A-Gas is not responsible and accepts no liability for the purity and quality of the recovered refrigerant. Recovered refrigerant no longer meets AHRI 700 specifications and re-use of such refrigerant is done at the Customer's own risk; (j) A-Gas does not recharge systems; (k) A-Gas is not responsible for the value or the replacement of any refrigerant which may be lost during recovery or storage in any cylinders left on site;
System Operating During Recovery	<ul style="list-style-type: none"> (l) A-Gas is not a HVAC/R contractor and does not perform installation, maintenance, service or repair; (m) A-Gas does not provide disposal of appliances; (n) The Customer is responsible to properly shut down and secure equipment prior to recovery; (o) The Customer is responsible for protecting the chiller tubes from freezing. Tube damage may occur during recovery if proper precautions are not taken. Ensure that water is running through or completely drained from both the condenser and evaporative barrels during recovery. In certain circumstances other precautions may be necessary to prevent tube damage; (p) A-Gas is not responsible for damage to tubes; (q) A-Gas does not operate any appliance; (r) Where the Customer wishes to increase recovery efficiency by pumping appliances down or by otherwise running appliances during the recovery process they do so at their own risk; (s) Where the prices set out in a Relevant Contract are based on recovery of only portions of an appliance/system, such as a pumped down appliance/system, these are subject

	<p>to appliance/system valves functioning correctly. Valves which do not function correctly and therefore require recovery beyond the specified scope, will result in additional charges;</p> <p>(t) A-Gas will recover refrigerant in listed appliance/systems to levels prescribed in the Fluorinated Greenhouse Gases Regulations 2015 (SI 2015/310) and its subsequent amendments and recovery beyond this may be available for an additional charge;</p> <p>(u) Where all appliances/systems do not contain a full factory refrigerant charge, the price for the Services will be based on the factory charge and will not be reduced for systems which are low on charge or determined empty;</p>
Access, Scheduling and Additional Terms	<p>(v) Accessibility issues beyond what is specifically listed in the Relevant Contract may result in additional charges to the Customer;</p> <p>(w) Recovery scheduled during unusual working hours such as nights, weekends, or holidays will have additional charges unless specifically listed in the Relevant Contract;</p> <p>(x) Standby time, such as waiting for access on-site, site orientation meetings, site mandated safety meetings/training, security clearance, the Customer to conclude repair work, waiting to pull a second vacuum or other vendor/Customer delays will result in additional charges to the Customer;</p> <p>(y) A transport fee will apply should an additional visit(s) be required to site to complete the Waste Services;</p> <p>(z) An overnight fee will be charged by A-Gas to the Customer should unscheduled work continue outside of normal working hours; and</p>
Product Disposal	<p>(aa) Should the Services require A-Gas to recover product which is no longer approved for use in Great Britain, then a product destruction charge will be levied.</p>