

STANDARD TERMS AND CONDITIONS OF SALE
OF LES GAZ INDUSTRIELS LIMITED

1. APPLICATION

- 1.1. The present standard terms and conditions of sale shall apply to any Customer of Les Gaz Industriels Limited ("LGI") which has bought any product of LGI, unless otherwise expressly agreed to in writing by 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 conditions of sale between the parties.
- 1.2. The sale of any product of LGI is conditioned on Customer's assent to these standard terms and conditions of sale. Any acceptance of LGI's offer is expressly limited to acceptance of all relevant and applicable standard terms and conditions of LGI which are published on the website of LGI at <https://www.gaz-industriels.com/condition-of-sales/> and LGI expressly objects to any additional or different terms proposed by Customer. No course of performance, course of dealing, or usage of trade shall operate as a modification or waiver of these standard terms and conditions of sale, unless expressly agreed to by LGI in writing.
- 1.3. LGI reserves the right to amend these standard terms and conditions of sale 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. PRICES OF PRODUCTS

- 2.1. The price of any product of LGI is that appearing in the price list in force on the date of the order, unless a written estimate or written quote has been provided by LGI (subject to the period of validity of the written estimate or quote). If no period of validity is specified in a written estimate or quote, the period of validity shall be 30 days.
- 2.2. Unless otherwise expressly specified, prices which are quoted are exclusive of all taxes.
- 2.3. Any change in the tax regime directly or indirectly affecting the products sold will be the responsibility of the Customer. It will be the same in the event of modification of the tariffs or general conditions of transport or customs for the products intended for export.
- 2.4. Unless otherwise stipulated or unless LGI has approved credit terms in respect of a Customer (which shall be subject to the Standard Terms and Conditions of Credit Sale of LGI, as published on its website at <https://www.gaz-industriels.com/condition-of-sales/>), all sales shall be on a cash basis (payment upfront).
- 2.5. 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.

- 2.6. 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 any existing Rental Agreement (as defined in the Standard Rental Terms of LGI, as published on its website at <https://www.gaz-industriels.com/condition-of-sales/>) if any overdue amounts remain unpaid after two reminders have been sent to the Customer.
- 2.7. 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).

3. RENTAL AND DEPOSIT

- 3.1. The Customer shall be required to comply with the Standard Rental Terms of LGI, as published on the website of LGI <https://www.gaz-industriels.com/condition-of-sales/> and deemed to be incorporated herein by reference in cases where the Customer will be purchasing gas in cylinders belonging to LGI. The Customer shall also be required to furnish a deposit as per the Standard Deposit Terms of LGI, as published on the website of LGI <https://www.gaz-industriels.com/condition-of-sales/> and deemed to be incorporated herein by reference.

4. RECEIPT OF THE PRODUCTS AND RETURNS

- 4.1. The receipt of the product by the Customer extinguishes any claim on its part, unless a reservation is made by registered letter within three days of the date of receipt mentioned in the invoice or delivery receipt. Any product will be considered delivered to and received by the Customer when collected from the premises of LGI or, if delivery is effected by LGI, once the product reaches the designated premises of the Customer.
- 4.2. Any product sold by LGI remains the property of LGI until full payment of the price, including interest and accessories. Nevertheless, the Customer will bear all risks, including any loss, destruction or damage to the product, upon delivery to the Customer.
- 4.3. Returns are not normally permitted. LGI may, at its sole discretion, accept returned products only if the Customer has been delivered a product other than what was originally ordered or was delivered non-confirming product and the invoice date is not older than three days or the Customer wishes to return unused full cylinders with the seal intact and the invoice date is not older than one calendar month. In case of returns, LGI may, at its discretion, charge a processing fee equal to 10% of the invoice value.

5. COMPLIANCE WITH LAWS

- 5.1. The Customer shall comply with all laws and regulations relating to the product sold and to all aspects of the Customer's business and operations, including any applicable licensing and registration obligations and environmental laws. The Customer agrees to comply with all applicable export control laws, rules and regulations.

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



6. ASSIGNMENT AND SUBCONTRACTING

6.1. LGI may subcontract any of its obligations in respect of any order placed by the Customer. LGI may also cede any debt owed to it by the Customer to any third party, without the need for any further written notice of such assignment of debt being notified to the Customer.

7. TERMINATION OF ORDER PLACED BY THE CUSTOMER

7.1. Without prejudice to any damages it may claim, LGI may terminate, in writing, any order placed by the Customer forthwith without any prior notice in the following cases:

7.1.1. failure to pay for the product as agreed,

7.1.2. non-collection of the product by the Customer within the time agreed,

7.1.3. (in case of a natural person) death, incapacity of the Customer; and

7.1.4. (in case of a "personne morale") any insolvency process including administration, liquidation, receivership or winding up, change in control or transfer of business.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1. LGI accepts no responsibility for the suitability or fitness for purpose of any product in the production process of the Customer. Unless expressly specified in writing by LGI in respect of any product, to the furthest extent permissible by law, LGI provides no warranty whatsoever regarding the product sold.

8.2. 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 breach of contract, faute, or fiduciary duty in respect of any product sold by it, unless fraud or "dol" is established on the part of LGI.

8.3. LGI Parties shall not be responsible for any injury or damage caused through the negligent use or handling of any product 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 agreement or otherwise, shall not exceed the total value of the product sold to the Customer. 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.

8.4. 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 product; (ii) the Customer's breach or alleged breach of any 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.

9. TRADEMARK & COPYRIGHT

- 9.1. No license or right to use any mark is granted by any sale of any product to the Customer. The Customer's use of LGI marks is strictly prohibited.
- 9.2. Nothing in these standard terms and conditions of sale 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.

10. INTERPRETATION OF THESE STANDARD TERMS

- 10.1. 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.
- 10.2. 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.

11. JURISDICTION

- 11.1. Any dispute relating to the validity, interpretation or performance of any agreement with LGI and any standard term and condition of LGI, as published on the website of LGI, shall be resolved exclusively before a competent court of Mauritius.

12. GOVERNING LAW

- 12.1. These terms and conditions and all other applicable terms and conditions of LGI as published on the website of LGI shall in all respects be governed and construed in accordance with the laws of the Republic of Mauritius and all disputes, actions and other matters in connection herewith, shall be determined in accordance with such laws.

DATE OF APPLICATION: as from 1st August 2023