

For the purposes of these Terms and Conditions of Supply ("Terms") the Customer named in the attached Credit Application (on the preceding page) shall be hereafter referred to as "the Customer". All references within these Terms to "Get Gas", "us" or "the Supplier" are references to Getgas Limited (trading as Get Gas), its successors and assigns.

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| <p>1. Terms</p> <p>1.1 These Terms (together with any collateral written agreement entered into by the parties) apply to all goods and services supplied by Get Gas to the Customer (including gas, gas systems, exchange cylinders, equipment, consumables and rental cylinders) in respect of each order from the Customer and accepted by Get Gas, as described in the relevant invoice issued by Get Gas for the order.</p> <p>1.2 If the Customer has received these Terms, any subsequent placing of an order by the Customer will be deemed acceptance of these Terms to the Supply of goods by Get Gas.</p> <p>1.3 The Customer warrants that the information provided in the Credit Application attached to these Terms is true and correct and is supplied for the purpose of obtaining credit with Get Gas.</p> <p>1.4 The Customer warrants that the signatories to these Terms are duly authorised by the Customer to apply for credit, to execute these Terms and to grant a security interest over the Customer's property.</p> <p>1.5 The Customer agrees to adhere to these Terms.</p> <p>2. Credit Terms</p> <p>2.1 The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing from Get Gas stating that credit facilities have been given. Any credit facility granted is subject to these Terms. Until the Customer receives notice in writing from Get Gas any goods that are supplied by the Get Gas to the Customer shall be on the basis of payment upon delivery.</p> <p>2.2 The parties agree that in the event Get Gas grants the Customer time to pay for any goods supplied before credit approval is given, then such supply shall not amount to a waiver by Get Gas of any of these Terms nor be construed or taken to be either directly or by implication as the granting of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice (as set out in clause 2.1).</p> <p>2.3 Get Gas reserves the right to impose a credit limit, which may be altered at Get Gas' discretion with effect from the date of notification to the Customer.</p> <p>3. Collection and Delivery of Goods</p> <p>3.1 The Customer acknowledges that collection of Goods from Get Gas, its premises, or its agent's will be at the Customer's own risk and the Customer will be responsible for handling and transporting the Goods safely, training the driver on the hazards of transporting the Goods</p> | <p>and ensure compliance with all relevant legislation.</p> <p>3.2 At Get Gas' sole discretion, delivery of the Goods shall take place when:</p> <p>(a) the Customer takes possession of the Goods at Get Gas' premises; or</p> <p>(b) the Customer's nominated carrier takes possession of the Goods (in which event the carrier shall be deemed to be the Customer's agent); or</p> <p>(c) the moment the Goods pass over the side of the vehicle upon which it was transported to the Customer's premises.</p> <p>3.3 The risk in Goods sold or supplied passes to the Customer upon delivery or collection.</p> <p>3.4 At Get Gas' sole discretion, any costs it incurs in association with delivery, or attempted or failed delivery, are:</p> <p>(a) in addition to the price; or</p> <p>(b) for the Customer's account.</p> <p>3.5 Subject to Get Gas' agreement otherwise, the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged, then the Get Gas shall be entitled to charge a reasonable fee reflecting its own additional costs incurred.</p> <p>3.6 The failure of Get Gas to deliver for reasons that are outside of its control shall not entitle the Customer to treat these Terms as repudiated.</p> <p>3.7 Where Get Gas agrees to deliver the Goods, the Customer shall:</p> <p>(a) authorise Get Gas (or procure such authorisation) to enter and to bring its vehicles onto the Customer's property (or any property within the Customer's control) in order to deliver the Goods;</p> <p>(b) take all reasonably practicable steps to ensure the safety of the delivery site and access thereto, at all times in compliance with the Health and Safety at Work Act 2015; and</p> <p>(c) point out any hazards or other items for anyone effecting the delivery to be aware of.</p> <p>3.8 Get Gas may suspend delivery at any time if it considers for any reason that the delivery and/or storage of the Goods to the Customer is unsafe.</p> <p>3.9 Get Gas will supply gas into a Customer owned gas cylinder and storage vessel considered suitable by Get Gas ONLY by special arrangement with the Customer. Such supply is subject to gas cylinder and vessel examination and testing</p> | <p>when necessary in accordance with Get Gas procedures and application of statutory requirements at the Customer's cost.</p> <p>3.10 Get Gas shall have a right to charge a fee for collection of empty gas cylinders.</p> <p>3.11 Get Gas' weights, records and measurements will be accepted as prima facie evidence of the quantities of goods delivered to the Customer. Get Gas' collection/delivery note will be conclusive evidence as to the goods delivered.</p> <p>4. Get Gas Equipment</p> <p>4.1 Subject to 4.2, the Customer will not refill or allow the refilling of Get Gas cylinders or let them be used otherwise than for storage, transport or use of gas placed in them by Get Gas.</p> <p>4.2 If Get Gas is unable to supply gas the Customer may use a Get Gas storage vessel for handling equivalent gas obtained from another supplier, provided that the Customer notifies Get Gas in advance. Get Gas will have no liability whatsoever in relation to any such supply and the Customer will indemnify Get Gas against all claims, costs, expenses or liabilities resulting from such supply.</p> <p>4.3 Get Gas equipment will comply with any technical specifications provided by Get Gas. Get Gas does not warrant that the equipment is suitable for the Customer's intended use or process. If Get Gas warrants any particular performance levels any claim for failure to meet those levels in any period is limited to a proportional reduction in the service charge for that period.</p> <p>4.4 Get Gas will maintain its equipment and gas cylinders in accordance with its procedures and current safety requirements. If this requires interruption of supply this will, whenever possible, be by arrangement with the Customer.</p> <p>4.5 Service charges are payable from delivery, or from the date of completion where Get Gas installation is provided.</p> <p>4.6 Get Gas may maintain its equipment by a program of regular maintenance undertaken during normal</p> |
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	business hours. If regular maintenance is carried out outside of normal business hours at the request of the Customer, then the Customer will incur an additional standard charge for this service.	Customer may make in relation to payments made under		to accept or decline acceptance of any order in its absolute discretion.
4.7	Get Gas may maintain a non-regular maintenance function to support its equipment from time to time. Any non-regular maintenance will see the Customer incur an additional standard charge for this service except to the extent that Get Gas caused the need for the non-regular maintenance.	(c) this or any other contract with the Get Gas;	7.2	Any acceptance of an order shall only be conditional acceptance and be subject to Get Gas considering the Customer's credit status. If Get Gas considers the creditworthiness of the Customer unsatisfactory, it shall be entitled to cancel any order without in any way being liable to the Customer.
4.8	The Customer will comply with any manual (or other instructions) provided, and will not otherwise adjust, repair or interfere with Get Gas equipment. If the Customer does not comply with this clause then Get Gas may charge the Customer for additional service parts and/or maintenance and repair charges as appropriate, and Get Gas will not be liable for any loss suffered by the Customer as a result of any such repair or interference.	(d) Should the Customer default in the payment of monies under these Terms when due then all monies due to Get Gas shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of demand. Get Gas shall be entitled to charge interest at a rate applicable to a bank overdraft on businesses of the same kind as the Get Gas' plus a margin of 2% per calendar month (accruing monthly and compounding) on all overdue accounts from the date of due payment until the date of actual payment;	7.3	The Customer must notify Get Gas of any changes or cancellations in writing to accounts@thetgas.co.nz and/or by phone call to 0800 574 4968.
4.9	Any Goods installed by Get Gas on the Customer's premises are and will remain a chattel throughout the entire period during which such facilities remain on the premise.	(e) If any amounts payable by the Customer to Get Gas are overdue, the Customer gives to Get Gas the irrevocable right or licence by its agents, servants and employees to enter the premises of the Customer or any other premises where the Goods are situated (including any premises, land and buildings that the Customer may enter upon) without being liable in any way to the Customer, and the Customer shall indemnify Get Gas upon demand for all claims by any third party for any losses resulting from Get Gas affecting repossession.	8. 8.1	Price The price of the Goods shall be the standard price charged by Get Gas prevailing at the date of acceptance of the Customer's order plus any Goods and Services Tax (GST) thereon (except to the extent GST is expressly included).
4.10	Get Gas retains ownership of all Goods supplied by Get Gas to the Customer until the Customer has paid for them and has paid all other outstanding amounts due and payable to Get Gas.	(f) If the Customer fails to make any payment for the Goods when such payment is due Get Gas may at its discretion defer deliveries until such breach is remedied by the Customer, or treat such as a repudiation of any supply agreement or arrangement.	8.2	Any increases in the cost of supply of the Goods (including without limitation increases in the price of Goods) between the date of acceptance of the order and the date of delivery of the Goods shall be borne by the Customer.
4.11	Get Gas equipment, Cylinders and gas containers remain at all times the absolute property of Get Gas and are supplied for the Customer's sole use.		9. 9.1	Supply and Use of Goods <i>Safety and Pollution:</i> Each party shall comply with all laws, regulations and orders applicable to the handling, transportation, delivery and use of products, including all laws in relation to health and safety and pollution.
4.12	The Customer will have no rights over any other property of Get Gas or its contractors brought onto the Customer's site.		9.2	<i>Use:</i> The Customer agrees it shall use the Goods itself and not to on-sell the Goods or allow their use by any third party.
5.	Theft		9.3	<i>Non-Performance:</i> Neither party shall be deemed to be in default of nor shall be liable for the non-performance of any covenant, agreement or obligation under these Terms, except the Customer's obligation to pay for products delivered, if such default or non-performance arises from any cause beyond the reasonable control of such party. Lack of funds is not a cause beyond the control of a party. Get Gas is under no obligation to make delivery when in its sole judgement the making of a delivery might cause a strike to be called
5.1	In the event that the Goods are stolen from the Customer, the Customer shall reimburse Get Gas for the cost of replacing the Goods.			
6.	Payment and Default	6.2		
6.1	In the event of Get Gas granting credit facilities to the Customer the following shall apply: (a) The Customer will pay Get Gas in full the amount specified on each invoice on or before the specified payment date by direct debit, or such other method approved by Get Gas in writing; (b) Get Gas may, at its sole discretion, apply any payments it receives from the Customer towards the satisfaction of any indebtedness of the Customer and it shall not be bound by any terms or qualifications that the	In the case of the Customer tendering payment by cheque, payment shall not have been made until the cheque is honoured on presentment and the monies payable under it are received in Get Gas' bank account in cleared funds. Until such time receipt of the cheque shall not prejudice or affect the Get Gas' rights or remedies against the Customer or the goods.		
		7. 7.1		
		Acceptance		
		All orders are subject to and are not binding until their acceptance by the Get Gas. Notwithstanding any arrangement granting credit to the Customer, Get Gas reserves the right		

against it, or cause its properties to be picketed.

10. **Consumer Guarantees Act 1993**

10.1 Where the Consumer Guarantees Act 1993 ("CGA") applies, the Customer shall have the benefit of all the guarantees and rights and remedies provided under the CGA, but no others. Where the Customer acquires, or holds themselves out as acquiring, the goods for business purposes, the CGA shall not apply.

10.2 Notwithstanding clause 10.1, the Customer agrees that where it is

acquiring or using the Goods for business, the statutory benefits and warranties of the CGA are not owed by Get Gas and do not apply to the Customer.

11. **Privacy Act 1993**

11.1 The Customer irrevocably authorises any person or company to provide Get Gas with such information as it may require in response to its credit enquiries. The Customer further irrevocably authorises Get Gas to furnish to any third party details of this Credit Application and these Terms and subsequent dealings that

the Customer may have with Get Gas as a result of this Credit Application and these Terms being actioned by Get Gas. Such authorisation being required to ensure compliance with the Privacy Act 1993.

11.2 The Customer may at any time access and correct its personal information held by the Get Gas.

12. **Indemnity**
- 12.1 The Customer indemnifies Get Gas, its officers, employees and agents against any claims or losses incurred by Get Gas arising out of or in connection with the supply of Goods (other than by reason of Get Gas' negligence).
13. **Liability**
- 13.1 Get Gas' liability for all kinds of loss or damage suffered by the Customer in the context of supply of Goods (or agreement to make such a supply) from Get Gas to the Customer, irrespective of whether such liability arises in or is claimed on the basis of Get Gas' breach of contract, breach of a term, warranty or condition implied by statute, negligence or other tort, or breach of any statutory or equitable duty, and whether the act or omission of Get Gas is wilful or otherwise, is excluded and/or limited (as the case may be) as set out below:
- (a) Get Gas' liability for personal injury or death is excluded except to the extent that such injury or death is caused by Get Gas' negligence, in which case Get Gas' potential liability is limited in accordance with the insurance policies it holds;
- (b) Get Gas' liability for damage to or loss of property is excluded except to the extent that such loss or damage was directly caused by a breach of contract or Get Gas' negligence in connection with the performance of a contract, in which case Get Gas' potential liability is limited in accordance with the insurance policies it holds;
- (c) Get Gas' liability for loss incurred as a direct result of a defect in failure of the Goods themselves supplied (or agreed to be supplied) by Get Gas to the Customer shall be excluded and to the extent permitted by law, the Sales of Goods Act 1908 and all other guarantees, warranties, terms, conditions and representations, either express or implied, including without limitation warranties of merchantability and fitness for purpose are expressly excluded. Any claim that the Customer makes under this section must be made within 30 days of receipt of the goods;
- (d) Get Gas' liability for indirect loss, economic loss, consequential loss, loss of profit and loss of business opportunity is excluded.
14. **Demand and Notices**
- 14.1 Demand may be made of, or notice given to, the Customer by Get Gas delivering, posting, faxing or emailing a letter, invoice or notice to the Customer at the Customer's nominated address set out in the Credit Application or at such other address as the Customer may designate in writing to Get Gas.
15. **PPSA**
- 15.1 For the purposes of this provision the "PPSA" means the Personal Property Securities Act 1999.
- The Customer will provide such information and do such acts and execute such further documents as in the opinion of Get Gas may be necessary or desirable to enable Get Gas to perfect under the PPSA the security interest created by these Terms as a first priority interest or with such other priority as Get Gas may agree in writing.
- Get Gas may do all things which it thinks desirable to remedy any default by the Customer or otherwise protect the goods or the security interest created by these Terms.
- The Customer irrevocably appoints Get Gas to be the Customer's attorney to do anything which the Customer agrees to do under these Terms, and anything which the attorney thinks desirable to protect Get Gas' interests under these Terms and the Customer ratifies anything done by an attorney under this clause. The Customer agrees sections 114(1)(a), 133 and 134 of the PPSA shall not apply to these Terms or the security under these Terms.
- The Customer agrees that none of the Customer's rights as debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA shall apply to these Terms.
- The Customer also agrees, where Get Gas has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- The Customer must not change the Customer's name without first notifying Get Gas of the new name not less than SEVEN (7) days before the change takes effect.
- The Customer must not allow or permit the creation of a lien over any of the Goods supplied by Get Gas. ("Lien" means the Customer allowing or giving another person or party the right to retain or to have a charge over goods supplied by Get Gas as security for a debt and/or satisfaction of an obligation owed by the Customer to that other person or party).
- Until ownership of the Goods passes, under the PPSA the Customer must not: (i) give to Get Gas a written demand, or allow any other person to give to Get Gas a written demand, requiring Get Gas to register a financing change statement; or (ii) lodge a change demand or allow any other person to lodge a change demand. In each case, in relation to a financing statement registered by Get Gas under the PPSA; or (iii) enter into or accept, or allow any other person to enter into or accept, a financing change statement in relation to a financing statement registered by reference to it under the PPSA; or (iv) consent to or enter into any agreement which permits any supplier or other person to register a security interest in respect of the Goods (whether in an accession or otherwise) which ranks in priority to Get Gas' rights as first ranking security holder; or (v) sell, lease, dispose of, create a security interest in, mortgage or part with possession of the goods or any interest in them (or purport or attempt to purport to do such thing) or permit any lien over the goods or assign Get Gas' rights under these terms and conditions.
- 15.10 The Customer waives its rights under the PPSA to: (i) receive a copy of any verification statement; (ii) receive a copy of any financing change statement; (iii) receive any notice that Get Gas intends to sell its Goods or retain the goods on enforcement of the security interest (as defined in the PPSA) granted to Get Gas under these terms; (iv) object to a Get Gas proposal to retain the Goods in satisfaction of any obligation owed by the Customer to Get Gas; (v) receive a statement of account on sale of the Goods; (vi) redeem the Goods; and (vii) where any Goods become an accession, as defined in the PPSA, not apply to the court for an order concerning the removal of the accession, receive notice of removal of the accession and not have any goods damaged when Get Gas removes the accession.
- 15.11 The Customer agrees that it receives value as at the date of first delivery of the Goods and that Get Gas has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to Get Gas under these terms and conditions.
- 15.12 Get Gas may take possession of and sell the Goods, and where any event of default specified in clause 15 occurs or the Goods are at risk (as defined by section 109 of the PPSA and for that purpose Get Gas and its agents, servants and employees shall have the irrevocable right or licence to enter the premises of the Customer or any other premises where the Goods are situated (including any premises, land and buildings that the Customer may enter upon) without being liable in any way to the Customer, and the Customer shall indemnify Get Gas upon demand for all claims by any third party for any losses resulting from Get Gas effecting repossession.

16.	Costs	and do not prejudice or exclude any rights, powers and remedies provided by law.	the terms of any order submitted by the Customer or any price list, quotation, invoice or delivery docket issued by Get Gas.
16.1	The Customer will upon demand pay all Get Gas' expenses and legal costs (on a solicitor/agent/client basis) of or 17.3 connection with the registration of a financing statement or financing change statement relating to the security interest created by these Terms or obtaining an order under section 167 of the PPSA or the collection of overdue moneys or the exercise, enforcement or preservation of any right or interest under these Terms or any other contract with the Customer.	If any provision is found to be illegal, invalid or unenforceable, that provision may, at Get Gas' discretion, be read down to the extent necessary and reasonable in all the circumstances to give it a valid operation of partial character. If any provision cannot be read down, that provision will be void and severable and the remaining provisions will not in any way be affected or impaired.	17.6 These Terms may only be varied in writing and signed by a duly authorised signatory of Get Gas. No other employee, agent or representative of Get Gas shall have any authority to amend, modify or add to these Terms.
	17.4	All warranties, releases, exclusions of liability and indemnities will remain valid and binding following termination.	17.7 Get Gas reserves the right at any time and from time to time to amend, vary or add to these Terms in the manner set out in clause 1.3 with effect from the date of notification to the Customer.
17.	General	These Terms shall prevail, unless otherwise agreed in writing by Get Gas, in the event of any conflict or inconsistency between these Terms and	17.8 These Terms supersede all previous negotiations and conditions, whether oral or written.
17.1	New Zealand law governs these Terms and New Zealand Courts have not ^{17.5} exclusive jurisdiction.		
17.2	The rights, powers and remedies provided in these Terms are cumulative		

18.	Personal Guarantee	demand to Get Gas, and as between Get Gas and the undersigned, the undersigned shall be deemed to be principal debtor(s) of Get Gas.	(b) Any alteration, modification, variation or addition to any agreement in respect of the supply of any goods;
18.1	In consideration of Get Gas agreeing to extend a credit facility to the Customer and agreeing to supply or continuing to supply the Customer with Goods, in the ^{18.2} event the Customer is a limited liability company, limited partnership, partnership, trust, incorporated society or any other entity other than an individual person, the undersigned jointly and severally (if more than one) HEREBY GUARANTEE to Get Gas (and its successors and assigns) the due and punctual payment of all moneys due and the performance of all obligations to Get Gas by the Customer and the undersigned agree to pay such moneys and perform such obligations on	This guarantee shall be a continuing guarantee to Get Gas for all moneys and all obligations whatsoever owing by the Customer to Get Gas in respect of any goods supplied and shall remain in force until this guarantee is released by Get Gas in writing. This guarantee shall not be discharged by any settlement of account. The liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:	(c) The liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement, in respect of the Customer;
		(a) The granting of time, credit or other indulgence or other concession by Get Gas to the Customer;	(d) Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect any obligations under this guarantee or any of the rights, powers or remedies conferred by this guarantee or by law.