



TERMS AND CONDITIONS OF SUPPLY



INTRODUCTION

This booklet contains the detailed Terms and Conditions of Supply of Goods and Services by Air Liquide Australia Limited and its subsidiary Companies (“Air Liquide”) as in force from the first day of November, 2003. This is an important document and should be read by all potential customers of Air Liquide.

A Summary of the more important Terms and Conditions of Supply is incorporated in the front of this booklet for ease of reference. That Summary is at all times subject to the Detailed Terms and Conditions of Supply.

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(A) SUMMARY OF TERMS AND CONDITIONS OF SUPPLY (TO BE READ SUBJECT TO DETAILED TERMS AND CONDITIONS OF SUPPLY). THE SUMMARY NUMBERING CORRESPONDS WITH THE DETAILED TERMS AND CONDITIONS NUMBERING.

1. DEFINITIONS AND INTERPRETATION

- Refer Detailed Terms and Conditions of Supply - Condition 1.

2. GENERAL

- These terms and conditions apply to all Supply Contracts unless otherwise expressly agreed to in writing by Air Liquide.
- Any order placed by a Buyer is deemed to be an order incorporating these terms and conditions despite any inconsistencies in the Buyer's order.
- Air Liquide reserves its right to accept all or any part of any order by the Buyer or to refuse any such order.

3. QUOTATION

- A quotation by Air Liquide shall not be binding unless and until it is expressly accepted by the Buyer (orally or in writing), and an order is accepted by Air Liquide.
- Unless otherwise agreed in writing, any quotation given by Air Liquide shall be valid for a period of 14 days.

4. PAYMENT AND CREDIT FACILITY

- Terms of payment are net cash within 30 days from the date of Air Liquide's invoice. Air Liquide reserves the right to demand cash payment upon any order, delivery or collection of Goods and/or Services.
- In the event of non-payment by a Buyer, Air Liquide may withdraw any further credit and/or stop any further supply of Goods and/or Services.
- Air Liquide may charge interest on overdue accounts at any time.
- Air Liquide may at any time set a minimum invoice value.

5. DELIVERY

- Air Liquide shall not be responsible or liable for any costs, expenses, losses or damages for delay in the delivery or supply of Goods and/or Services.
- Air Liquide may deliver any order by way of instalments.
- Delivery of Goods shall be deemed to occur at the time Goods are handed to the Buyer or its servants, agents or contractors.
- The Buyer shall ensure proper and safe access for the delivery and collection of Goods at the Buyer's premises.
- The Buyer will provide adequate labour and equipment for the loading and unloading of Goods at the Buyer's premises.
- Goods returned by the Buyer to Air Liquide shall be returned in a safe condition.

6. PRICE- GENERAL

- The Buyer shall pay Air Liquide's ruling price at the date of delivery for Goods and/or Services.
- The Buyer shall also pay all Government duties and taxes in connection with the supply of Goods and/or Services.

7. GAS AND DRY ICE PRICES

- Where Air Liquide supplies and delivers gas in Cylinders to the Buyer price will include:

- (a) gas charge
- (b) delivery charge
- (c) Cylinder fee.

- Where the Buyer collects gas in Cylinders at Air Liquide's premises price will include:

- (a) gas charge
- (b) handling charge
- (c) Cylinder fee.

- Where Air Liquide supplies and delivers gas in bulk price will include:

- (a) gas charge
- (b) delivery charge
- (c) facility charge.

- Where Air Liquide supplies and delivers dry ice price will include:

- (a) product charge
- (b) delivery charge
- (c) container charge.

8. RISK

- Risk in respect of the Goods shall pass to the Buyer upon delivery.
- The Buyer must notify Air Liquide promptly of any short delivery or other discrepancy in delivery.
- Air Liquide's liability for short delivery is limited to replacement of the Goods in shortage.
- The Air Liquide delivery note signed by the Buyer shall be conclusive evidence of delivery.

9. PROPERTY

- Property in the Goods shall pass to the Buyer when the Goods have been paid for in full.
- Where the Buyer has dealt with the Goods in the ordinary course of its business the Buyer holds the proceeds of such dealing on trust for Air Liquide, pending payment in full for the Goods.
- Should the Buyer fail to comply with Air Liquide's trading terms of payment Air Liquide may seize, repossess and/or resell the Goods at its discretion and for such purpose Air Liquide may enter any premises where the Goods are located.

- 10. BUYER'S STATUTORY RIGHTS**
 ● Subject to these Terms and Conditions of Supply the Buyer is entitled to statutory and common law rights and remedies.
- 11. LIABILITY**
 ● Air Liquide will repair or (at its option) replace defective Goods in limited circumstances.
 ● Air Liquide shall not be liable to the Buyer or its servants or agents for any direct, indirect, special, incidental or consequential damages of any nature howsoever caused arising directly or indirectly in respect of the supply of Goods and Services.
- 12. FORCE MAJEURE**
 ● Air Liquide and the Buyer shall be excused from their responsibilities under a Supply Contract in circumstances of force majeure.
 ● Air Liquide may make partial delivery and/or supply to the Buyer under force majeure conditions.
 ● Air Liquide or the Buyer shall notify the other party should force majeure conditions apply.
 ● Air Liquide may elect to continue to supply the Buyer from an alternative source with any additional costs to the Buyer's account.
- 13. USE**
 ● The Buyer indemnifies Air Liquide against all claims arising out of use of the goods.
- 14. SUB-CONTRACTING**
 ● Air Liquide reserves the right to sub-contract for the supply of Goods and Services.
- 15. DRAWINGS AND TECHNICAL SPECIFICATIONS**
 ● Air Liquide gives no warranty with respect to Technical Information.
 ● All intellectual property rights (associated with the Goods and Services) remain the property of Air Liquide.
 ● The Buyer shall not communicate any details of the Technical Information to any third party.
 ● The Buyer indemnifies Air Liquide against all claims whatsoever arising directly or indirectly from the Buyer's use of the Technical Information.
- 16. CYLINDERS**
 ● Cylinders remain at all times the property of Air Liquide.
 ● The Buyer shall not repair, modify, tamper with, or contaminate cylinders.
 ● Cylinders are not transferrable and must not be used for any purpose other than as containers for gas sold by Air Liquide.
 ● The Buyer shall return all Cylinders to Air Liquide as soon as they are empty.
 ● No allowance, credit or rebate will be made for any residual gas returned in Cylinders.
 ● The Buyer shall pay a Cylinder fee in respect of all Cylinders held by the Buyer.
 ● The Buyer shall not decant gas from cylinders.
- 17. HIRE OF GOODS**
 ● The period of hire shall commence on the date of delivery or collection and cease on the date upon which the Hire Goods are received by Air Liquide.
 ● A charge will apply to Hire Goods.
 ● The Buyer has stipulated obligations in respect of Hire Goods.
 ● Hire Goods remain at all times the property of Air Liquide.
 ● The Buyer shall not use the Hire Goods for any purpose other than for which they were supplied.
- 18. INSTALLATION OF DISPENSING EQUIPMENT (INCLUDING VESSELS) AND HIRE GOODS**
 ● The Buyer shall pay Air Liquide the cost of delivery, installation and removal of the Dispensing Equipment.
 ● The cost of providing a suitable site for the Dispensing Equipment will be at the Buyer's expense.
 ● If the Buyer requests a change of location of the Dispensing Equipment all costs will be borne by the Buyer.
 ● Replacement of existing Dispensing Equipment at the request of Air Liquide shall be free of charge to the Buyer.
 ● Air Liquide reserves the right to charge the Buyer additional costs relating to installation of the Dispensing Equipment.
 ● Hire Goods shall always be regarded as a chattel and not a fixture.
 ● Dispensing Equipment or any Hire Goods must be located on the site detailed in the Supply Contract.
 ● Air Liquide shall have full access to the Dispensing Equipment or any Hire Goods.
 ● Air Liquide shall maintain the Dispensing Equipment or any Hire Goods in good working order and condition.
 ● Air Liquide shall not be liable to the Buyer as a result of failure of the Dispensing Equipment or any Hire Goods.
 ● The Buyer shall inform Air Liquide immediately when there are abnormal conditions, obvious leaks or defects in the Dispensing Equipment or any Hire Goods.
 ● Air Liquide shall not be responsible or liable for any loss of gas from the Dispensing Equipment or any Hire Goods unless the malfunction has been caused by Air Liquide. Air Liquide's liability shall not exceed the value of such lost gas.
- 19. DISPENSING EQUIPMENT (INCLUDING VESSELS)**
 ● The Dispensing Equipment shall use Air Liquide gas only.
 ● The Buyer will pay Air Liquide a monthly facility charge.
 ● The Buyer has stipulated obligations in respect of the Dispensing Equipment.
 ● Air Liquide shall have reasonable access to the Dispensing Equipment for the purpose of making any tests or repairs.
 ● The Dispensing Equipment remains at all times the property of Air Liquide.
- 20. NON AIR LIQUIDE CYLINDERS**
 ● Air Liquide reserves the right to examine and test such Cylinders before each refill.
- 21. LICENCES AND PERMITS**
 ● Licences and permits in respect of Goods and Services supplied are the Buyer's responsibility.

22. AGENT AND RESELLER OBLIGATIONS

- An Agent or Reseller shall pass on to its customers the Air Liquide warranty for Goods and indemnify Air Liquide.

23. FRUSTRATION

- Air Liquide shall use all reasonable endeavours to fulfil its contractual obligations. Stipulated conditions apply in the event of a Supply Contract becoming impossible to perform.

24. TERMINATION

- A Supply Contract will terminate in the event of stipulated conditions eventuating.

25. LIENS

- Should the Buyer become insolvent, Air Liquide shall be entitled to retain possession of any of the Buyer's property in Air Liquide's possession at that time.

26. NO NUCLEAR OR AIRCRAFT USE

- Goods delivered to the Buyer under any Supply Contract shall not be used in relation to any nuclear activity or process, or in the manufacture of aircraft parts.

27. ASSIGNMENT

- Subject to Air Liquide's approval, the Buyer may assign its rights under a Supply Contract.

28. CHANGE OF PREMISES

- These terms and conditions and those included in the Supply Contract continue to apply where the Buyer commences operations at new premises.

29. STANDARD CONTRACT RULES

- Provisions regarding governing law, the giving of notices, waiver of provisions, and other such items are set out in the Detailed Terms and Conditions of Supply - Conditions 29 - 35.

(B) DETAILED TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these terms and conditions unless the context otherwise requires:
'Agent or Reseller' means such person referred to in condition 22;
'Buyer' means the person (including its successors and permitted assigns) acquiring Goods and/or Services, whether by sale, hire or otherwise;
'Cylinders' means the gas cylinders including any valve attachments, pressure gauges, regulators and gas controlling and conserving devices and includes but is not limited to crates, packs and pallets in which gas cylinders may be stored;
'Dispensing Equipment' means the gas bulk storage and supply vessels and ancillary equipment supplied by Air Liquide to the Buyer;
'Goods' means any goods supplied by Air Liquide to the Buyer including but not limited to gas (in all forms), Cylinders, Dispensing Equipment and Hire Goods;
'Hire Goods' means any goods the Buyer hires from Air Liquide;
'Air Liquide' means Air Liquide Australia Limited which expression shall include any or all companies related to it or any subsidiary of it and any successors and assigns of Air Liquide;
'Services' means all services supplied by Air Liquide to the Buyer including but not limited to delivery and installation of Goods;
'Supply' includes, in relation to Goods, supply by way of sale, loan or hire;
'Supply Contract' means a contract whether express or implied for the supply of Goods and/or Services entered into between Air Liquide and the Buyer;
'Technical Information' means all drawings, catalogues, technical specifications, dimensions, weights and all other technical information provided by Air Liquide to the Buyer as referred to in condition 15.
- 1.2 Person includes corporation, firm or unincorporated association. Words importing the singular number shall include the plural number and vice versa. Words importing one gender shall include the other genders.
Covenants or obligations undertaken by more than one party shall be joint and several. Headings are used for convenience only and shall be disregarded in interpreting any Supply Contract.

2. GENERAL

- 2.1 These terms and conditions apply to and are deemed to be incorporated into all Supply Contracts unless otherwise expressly agreed to in writing by Air Liquide.
- 2.2 Any order placed by a Buyer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Buyer's order. Where the Buyer places an order for Goods and/or Services which contains different terms and conditions from those herein, subsequent delivery to the Buyer shall be deemed a counter offer to supply the Goods and/or Services on the terms and conditions herein and such counter offer shall be deemed to be accepted by the Buyer by acceptance of the Goods and/or Services when delivered.
- 2.3 Air Liquide reserves its right to accept all or any part of any order by the Buyer or to refuse any such order. No Supply Contract arises until the order is accepted in whole or in part but acceptance need not be communicated whether orally or in writing to the Buyer and may be made by and upon any steps being taken by Air Liquide to satisfy the order.

3. QUOTATION

- 3.1 A quotation by Air Liquide shall not be binding unless and until it is expressly accepted by the Buyer (orally or in writing), and an order is accepted by Air Liquide pursuant to condition 2.3.
- 3.2 Any quotation given by Air Liquide shall only be valid for a period of 14 days unless otherwise stated in writing.

4. PAYMENT AND CREDIT FACILITY

- 4.1 The terms of payment are net cash within 30 days from the date of Air Liquide's invoice. Air Liquide reserves the right to demand cash payment upon any order, delivery or collection of Goods or performance of Services.
- 4.2 Payment by cheque shall not be treated as having been made until that cheque is cleared.
- 4.3 In the event the Buyer fails to comply with Air Liquide's terms of payment, Air Liquide may:
(a) withdraw any further credit facility to the Buyer;
(b) stop any further supply and/or delivery of Goods and/or Services to the Buyer;
In such event payment shall become immediately due for all Goods and Services already provided. The Buyer shall be liable for collection and legal charges on the outstanding amounts.
- 4.4 Subject to any statutory requirements, Air Liquide reserves the right to charge interest on overdue accounts without prior notice to the Buyer at a rate to be fixed by Air Liquide from time to time.
- 4.5 Air Liquide reserves the right to set a minimum invoice value from time to time.
- 4.6 Air Liquide may make any enquiries, as it determines in its absolute discretion, necessary to determine whether it will supply Goods and/or Services on credit to a Buyer and the Buyer shall provide such assistance as Air Liquide may reasonably require in this regard.

5. DELIVERY

- 5.1 Any date for delivery or supply of Goods and/or Services specified by Air Liquide is an estimated date only and Air Liquide shall not be responsible or liable for any costs, expenses, losses or damages whatsoever and howsoever arising if Goods and/or Services are not delivered or supplied by that date.
- 5.2 Air Liquide reserves the right to deliver any order made by the Buyer by instalments and the Buyer agrees to accept each such instalment and each instalment shall be deemed to be sold under the Supply Contract made pursuant to such order. Failure to deliver any instalment shall not entitle the Buyer to rescind the contract.

- 5.3 Where Air Liquide delivers the Goods to the Buyer in its own or its carrier's vehicle, delivery of the Goods shall be deemed to have taken place at the time the Goods are received at the Buyer's premises and an Air Liquide delivery note signed on behalf of the Buyer by a person who reasonably appears to have authority to sign such a note.
- 5.4 Where the Buyer, or its servants, agents or contractors collect Goods from Air Liquide at Air Liquide's or its agent's premises, delivery shall be deemed to occur at the time the Goods are handed to the Buyer and any of those persons take physical possession of the Goods.
- 5.5 The delivery and collection of Goods at the Buyer's premises is made on condition that there is safe and proper access to the point within the Buyer's premises at which delivery or collection is to be made. The Buyer accepts all responsibility for any loss or damage to vehicles or loads due to unsuitability of means of access to the loading or unloading point and the Buyer indemnifies Air Liquide for and against the cost of all loss and damage to property and injury to persons arising directly or indirectly as a result of the failure by the Buyer to ensure proper and safe access.
- 5.6 The Buyer will provide adequate labour and equipment for the loading and unloading of Goods at the Buyer's premises.
- 5.7 Where Air Liquide agrees to collect Goods from the Buyer's premises the Buyer shall ensure that the Goods are available for collection at an easily accessible central point and that they are ready for loading at the time Air Liquide arrives to collect them.
- 5.8 The Buyer shall bear all delivery charges for delivery of Goods to and from the Buyer's premises.
- 5.9 Where the Buyer returns Goods to Air Liquide other than by Air Liquide's vehicles, Air Liquide shall be informed in advance of the details of such return including details of the Goods and the date and method of their return. The Buyer shall label the Goods with his name and address.
- 5.10 Whenever Goods are being returned to Air Liquide, the Buyer shall ensure that the Goods are returned in safe condition (complying with all relevant legislation) as regards the risk to the persons handling them and to persons in the vicinity and as regards the risk of damage to the Goods themselves.

6. PRICE - GENERAL

- 6.1 Unless otherwise agreed by Air Liquide in writing:
 - (a) the price to be paid by the Buyer for Goods and/or Services shall be that ruling at the date of delivery or supply thereof notwithstanding that delivery or supply may be delayed by agreement or otherwise;
and
 - (b) the Buyer will pay or reimburse Air Liquide in accordance with condition 4 for all goods and services tax and other value added taxes, sales tax, stamp duty and other Government duties, taxes and expenses which Air Liquide may be liable to pay from time to time in connection with the supply of Goods and/or Services to the Buyer (except here such payment or reimbursement is expressly prohibited by statute).
- 6.2 Subject always to contractual obligations, Air Liquide may at its sole discretion and without prior notice to the Buyer adjust or alter the price referred to in condition 6.1.

7. GAS AND DRY ICE PRICES

- 7.1 Unless otherwise expressed, where Air Liquide supplies and delivers gas in Cylinders to the Buyer the following charges will be made:
 - (a) gas charge - for each Cylinder in accordance with the number of Cylinders, Cylinder type and size and the type of gas;
 - (b) delivery charge - for each Cylinder with a minimum charge regardless of the number of Cylinders;
 - (c) Cylinder fee - for use and maintenance of each type and size of Cylinder in accordance with condition 16.6.
- 7.2 Unless otherwise expressed, where the Buyer collects gas in Cylinders at Air Liquide's premises, the following charges will be made:
 - (a) gas charge - for each Cylinder in accordance with the number of Cylinders, Cylinder type and size and the type of gas;
 - (b) handling charge - for each collection and/or exchange of Cylinder at any one time from Air Liquide's or its agent's premises;
 - (c) Cylinder fee - for use and maintenance of each type and size of Cylinder in accordance with condition 16.6.
- 7.3 Unless otherwise expressed, where Air Liquide supplies and delivers gas in bulk, the following charges shall be made:
 - (a) gas charge - a per unit charge in accordance with the volume and type of gas;
 - (b) delivery charge - a per unit charge in accordance with the volume and type of gas and vessel;
 - (c) facility charge - for use and maintenance of each type and size of storage vessel and/or equipment for the period of use in accordance with condition 19.2.
- 7.4 Unless otherwise expressed, where Air Liquide supplies and delivers dry ice, the following charges shall be made:
 - (a) dry ice charge - a per unit charge in accordance with the weight and type of dry ice;
 - (b) delivery charge - a per unit charge in accordance with the weight and type of dry ice;
 - (c) container charge - for use and maintenance of each type and size of container for the period of use.

8. RISK

- 8.1 All risk in respect of the Goods shall pass to the Buyer upon delivery (as provided for under conditions 5.3 and 5.4) of the Goods.
- 8.2 Air Liquide accepts no responsibility for loss or damage of Goods in transit under the Buyer's control. The Buyer should insure against such risks.
- 8.3 Air Liquide accepts no responsibility for short delivery or discrepancy in the quantity of goods delivered unless:
 - (a) the Buyer notifies Air Liquide in writing of the same within seven (7) business days; and
 - (b) an examination of Goods delivered and of the Buyer's premises, acceptable to Air Liquide, is undertaken by Air Liquide, at its election.

- 8.4 Subject to these conditions, Air Liquide's liability for short delivery is limited to replacement of the Goods in shortage.
- 8.5 the delivery of gas, the Air Liquide delivery note signed by the Buyer shall be conclusive evidence as to the amount of liquid or bulk gas supplied, as to the number of Cylinders, Cylinder type and size delivered and collected, or as to the weight of dry ice delivered.

9. PROPERTY

- 9.1 Property and title in the Goods shall pass to the Buyer when the Goods have been paid for in full, until which time they shall remain the property of Air Liquide.
- 9.2 The Buyer shall, until payment in full in accordance with condition 9.1:
- (a) keep any Goods delivered by Air Liquide to the Buyer under a Supply Contract as a bailee for Air Liquide and shall store the Goods in a manner which clearly shows the ownership of Air Liquide; and
 - (b) not remove any marks identifying the Goods as the property of Air Liquide.
- 9.3 Prior to the Buyer being obliged to pay for the Goods in accordance with condition 4, the Buyer may deal with the Goods in the ordinary course of the Buyer's business. However where the Buyer sells the Goods to its own customers, or uses the Goods in the manufacture or production of products to supply to its own customers, the Buyer holds all proceeds from the sale of such Goods or products on trust for Air Liquide pending payment in full to Air Liquide for the Goods.
- 9.4 In the following events, Air Liquide may (but without limiting any other rights or remedies available to Air Liquide at law, in equity or by statute) seize, repossess and/or resell the Goods at its discretion, and for such purpose Air Liquide may enter any premises in or upon which Air Liquide reasonably believes from time to time the Goods are located:
- (a) If an order is made or an effective resolution is passed for the winding up of the Buyer or a meeting is summoned or convened for the purposes of considering such a resolution (otherwise than for the purpose of amalgamation or reconstitution); or
 - (b) if any person appoints a receiver or receiver and manager over the whole or any part of the undertaking or assets of the Buyer; or
 - (c) if the Buyer enters into any arrangement or composition with any of its creditors; or
 - (d) if the Buyer is placed under official management or a meeting is summoned or any other steps taken for the purpose of placing the Buyer under official management and appointing an official manager thereof; or
 - (e) if the Buyer is unable to pay its debts as they fall due or otherwise commits any act of insolvency; or
 - (f) if the Buyer fails to pay for the Goods in accordance with condition 4; or
 - (g) if the Buyer fails to comply with any of its obligations under the Supply Contract.
- 9.5 The Buyer hereby acknowledges the right of Air Liquide to enter any time onto any premises under the control of the Buyer where Goods which have not been paid for in full are held, and the Buyer further acknowledges the right of Air Liquide to remove such Goods upon happening of any one or combination of the events stipulated in condition 9.4.

10. BUYER'S STATUTORY RIGHTS

These terms and conditions shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Buyer or the liabilities imposed upon Air Liquide by any condition or warranty implied by any Commonwealth, State or Territory Act rendering void or prohibiting such exclusion, limitation, restriction or modification. Except insofar as any rights, entitlements, remedies and liabilities cannot be excluded or limited or are expressly conferred upon the Buyer by the Supply Contract, all warranties and conditions in relation to the Goods and/or Services whether expressed or implied by statute, common law or trade custom or usage or otherwise are hereby expressly excluded.

11. LIABILITY

- 11.1 In addition to any non-excludable condition or warranty and subject to condition 11.2, Air Liquide warrants that it will repair or (at its option) replace any Goods manufactured by Air Liquide which are proved to be defective in workmanship or materials under conditions of normal use within a period of 3 months from date of delivery of the Goods.
- 11.2 Subject always to any rights or remedies under any applicable non- excludable condition or warranty which the Buyer has under any Commonwealth, State or Territory Act, the warranty contained in condition 11.1:
- (a) is conditional upon the Buyer notifying Air Liquide in writing of its claim within seven (7) days of becoming aware of the basis thereof and, at its own expense, returning the Goods or component thereof claimed to be defective to Air Liquide at its address stated on the inside back cover of this booklet or such other place as Air Liquide stipulates;
 - (b) does not apply:
 - (i) to any Goods or component thereof which are not manufactured by Air Liquide. Air Liquide will endeavour to obtain for the Buyer the benefit of any manufacturer's warranty which may be applicable to Goods or components not manufactured by Air Liquide but shall not be obliged to do so;
 - (ii) where the Buyer has not strictly observed any operating or maintenance procedures laid down by Air Liquide in relation to the Goods;
 - (iii) in respect of loss or damage caused by incorrect use, lack of adequate maintenance, Buyer's fault or negligence, incorrect power supply, mains overload (even temporary), shock or fall;
 - (iv) where any operation, repairs or modification to the Goods is carried out by persons other than agents expressly agreed to by Air Liquide;
 - (v) where original serial numbers of the Goods have been removed or where markings placed by Air Liquide on the Goods have been removed, modified or displaced in anyway whatsoever;
 - (vi) to obsolete stock sold at auctions, second hand equipment or prototype equipment disposed of by Air Liquide or its agents,
 - (c) is not transferable and only applies to the original Buyer, save and except where the original Buyer is an Agent or Reseller, in which case only the Agent or Reseller may make a claim under this warranty subject always to the conditions of the Supply Contract.

- 11.3 Unless the Goods and/or Services supplied by Air Liquide are of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of Air Liquide subject to condition 10 for breach of any non-excludable condition or warranty for Goods and Services shall be limited to any one or more of the following as determined by Air Liquide at its absolute discretion:
- (a) in the case of Goods -
 - (i) the replacement of Goods or the supply equivalent Goods;
 - (ii) the repair of the Goods;
 - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (iv) the payment of the cost of having the Goods repaired and;
 - (b) in the case of Services -
 - (i) the supply of the Services again; or
 - (ii) the payment of the cost of having the Services supplied again.
- 11.4 Except as provided by conditions 10 and 11.1 to 11.3 inclusive, Air Liquide shall not be liable to the Buyer or the Buyer's servants or agents for any direct, indirect, special, incidental or consequential damages of any nature howsoever caused (whether based on negligence or other tort or contract or otherwise) arising directly or indirectly in any way attributable to the performance of the Supply Contract.
- 11.5 Any fault or defect in Goods delivered, whether or not in a partial delivery, shall not constitute or be taken to constitute a repudiation of any Supply Contract by Air Liquide.
- 11.6 Upon completion of any repairs or replacement pursuant to conditions 11.1 and 11.3, Air Liquide will redeliver the Goods or component thereof concerned to the Buyer at its address. The cost of all transport and packaging charges in connection with returning the Goods or component to Air Liquide and of obtaining redelivery from Air Liquide at its address or such other place as Air Liquide stipulates shall be borne by the Buyer.

12. FORCE MAJEURE

- 12.1 The obligations, other than an obligation to pay money, of either Air Liquide or the Buyer under the Supply Contract will be excused to the extent that either party is wholly or partially precluded from complying with its obligations under the Supply Contract by force majeure.
- 12.2 Force majeure includes, but is not restricted to, fire, storm, flood, earthquake, explosion, accident, act of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, transportation embargo or failure or delay in transportation, shortage of or inability to obtain raw materials, plant or equipment breakdown, act of God, act (including laws, regulations, disapprovals or failure to approve) of any government or agency whether national, municipal or otherwise or any other cause or causes beyond Air Liquide's reasonable control.
- 12.3 If any such cause or causes limits Air Liquide's ability to supply the Goods and/or Services to the Buyer then Air Liquide may make partial delivery and/or supply to the Buyer in proportions that are reasonable under the circumstances.
- 12.4 Subject to condition 12.6, if the performance by either Air Liquide or the Buyer of all or any of their obligations under any Supply Contract is prevented, restricted or interfered with due to force majeure, either party may at its sole and absolute discretion notify the other party of such event and thereby shall be excused from such performance to the extent of such prevention, restriction or interference; or
- 12.5 If the cause of non-performance relates to the regular Air Liquide source of supply of Goods and Air Liquide can obtain an alternative source, Air Liquide may elect to perform its obligations under any Supply Contract from that alternative source, whereupon the Buyer shall pay Air Liquide for any additional cost so resulting (unless such additional cost has already been provided for in any relevant quotation or written agreement by Air Liquide).
- 12.6 Air Liquide or the Buyer as the case may be shall use reasonable endeavours to avoid or remove the cause(s) of nonperformance, but shall in no way be obligated to settle any labour dispute.

13. USE

The Buyer shall indemnify and keep indemnified Air Liquide its servants and agents for and against all claims, proceedings, suits, causes of action, costs, expenses, loss and damages whatsoever and howsoever caused arising directly or indirectly out of the ownership, possession or use of the Goods by the Buyer or any other person.

14. SUB-CONTRACTING

Air Liquide reserves the right to sub-contract the supply and/or delivery of the Goods and/or Services or any part of them.

15. DRAWINGS AND TECHNICAL SPECIFICATIONS

- 15.1 All Technical Information furnished by Air Liquide is approximate only and Air Liquide gives no warranty or makes no representation with respect to the correctness, compliance, adequacy or otherwise of the Technical Information and the Buyer agrees that it uses that Technical Information at its own risk.
- 15.2 Subject to condition 10, the Buyer shall have no right of action or claim for any cost, expense, loss or damage against Air Liquide if the Goods as supplied do not comply with any Technical Information provided to the Buyer in respect of them.
- 15.3 The sale to and purchase by the Buyer of Goods does not confer on the Buyer any licence or right under any copyright, patent, design, trademark or other intellectual property right which is the property of Air Liquide.
- 15.4 All Technical Information furnished by Air Liquide to the Buyer is confidential and supplied for the sole purpose of the particular Supply Contract concerned. The Buyer shall not communicate any details of the Technical Information to any third party without the prior written consent of Air Liquide and shall not make any copies or use the Technical Information for any purpose other than is expressly authorised in writing by Air Liquide. The Buyer shall not infringe any copyright in any Technical Information.
- 15.5 The Buyer hereby indemnifies Air Liquide for and against all proceedings, actions, costs, loss and damage whatsoever and howsoever caused arising directly or indirectly from any breach of conditions 15.3 and 15.4 and/or from the Buyer's use of the Technical Information referred to in this condition 15.

16. CYLINDERS

- 16.1 Cylinders remain at all times the property of Air Liquide and the Buyer shall be a bailee of any Cylinders and shall not sell, offer for sale, mortgage, charge, or create any lien or other encumbrance over the Cylinders and will keep the same in its own possession.
- 16.2 The Buyer shall not repair, modify, tamper with or cause cylinders to become contaminated.
- 16.3 Cylinders are not transferable and must not be used for any purpose other than as containers for gas sold by Air Liquide and Cylinders must not be delivered or sent for recharging to any place other than Air Liquide's premises or to depots and agents authorised by Air Liquide.
- 16.4 On receipt of each Cylinder fee invoice the Buyer is required to verify the total number of Cylinders held that is shown on the face of the invoice. Where there is any discrepancy written notification must be forwarded to Air Liquide within 14 days of receipt of the Cylinder fee invoice failing which the number of Cylinders stated as being held by the Buyer on the Cylinder fee invoice shall be conclusive and the Buyer will be liable to Air Liquide in respect thereof.
- 16.5 The Buyer shall return all Cylinders to Air Liquide as soon as they are empty, carriage and freight charges prepaid by the Buyer. Cylinders are not 'returned' until received by Air Liquide or its authorised depots or agents at their premises or upon a vehicle of Air Liquide or its agents and a receipt on Air Liquide's form given for the same. No document purporting to be a receipt for any Cylinders shall be valid unless it is on Air Liquide's printed form of receipt.
- 16.6 No allowance, credit or rebate will be made for any residual gas returned in Cylinders.
- 16.7 The Buyer agrees to pay a Cylinder fee in respect of all Cylinders held by the Buyer, such payments to be made monthly or at such other time as may be specified by Air Liquide on the basis and at the rate from time to time determined by Air Liquide.
- 16.8 The Buyer shall not, without Air Liquide's prior written approval, decant from an Air Liquide Cylinder to any other Cylinder/vessel or container.

17. HIRE OF GOODS

- 17.1 Except where separately agreed in a Supply Contract, where Goods are hired by the Buyer, the period of hire shall commence on the date of delivery or collection and cease on the date upon which the Hire Goods are received by Air Liquide.
- 17.2 The Buyer will pay Air Liquide a Cylinder fee or facility charge on the basis and at the rate and times notified by Air Liquide in writing. Air Liquide reserves the right to vary these charges from time to time.
- 17.3 As from the time of delivery (in accordance with conditions 5.3 and 5.4) of any Hire Goods to the Buyer and until the same is returned to Air Liquide the Buyer shall:-
- (a) be solely responsible for the safe custody and proper use of the Hire Goods and ancillary equipment;
 - (b) only use the Hire Goods for the purpose for which it was supplied and shall be responsible for keeping the Hire Goods clean, in good condition and in safe custody and shall be fully liable for any loss or damage caused to it in any manner whatsoever other than loss or damage solely caused by Air Liquide.
 - (c) operate and maintain the Hire Goods in accordance with the working instructions as laid down from time to time by Air Liquide;
 - (d) provide a suitable switchboard and electric power (as approved by Air Liquide) for the Hire Goods as applicable and pay all expenses incidental to the operation of same;
 - (e) not remove, deface or alter any identification marks fixed to or painted on the Hire Goods by Air Liquide; indemnify Air Liquide up to the current replacement value of the Hire Goods as determined by Air Liquide for and against all loss or damage or cost of repair to the Hire Goods from any cause whatsoever (fair wear and tear only excepted);
 - (f) indemnify and hold harmless Air Liquide against all claims, proceedings, causes of action, losses, damages, costs and expenses whatsoever arising directly or indirectly and howsoever caused out of the possession or use of any Hire Goods by the Buyer or any other person.
 - (g) if the Hire Goods require repair for any reason, the Buyer shall return them to Air Liquide premises and must not repair or try to repair them itself without the prior written permission of Air Liquide. If the need for repair is due to fair wear and tear to the Hire Goods, Air Liquide may either terminate the hire (in which event, the hire period shall be deemed to have ended from the date of return of the Hire Goods to Air Liquide) or continue the hiring by repairing the Hire Goods and returning them to the Buyer. If Air Liquide terminates the hire, the Buyer shall be entitled to receive the balance of prepaid Cylinder fee after deducting any amounts owing by the Buyer to Air Liquide on any account whatsoever. If Air Liquide continues the hire by repairing the Hire Goods, Air Liquide shall credit the Buyer for any prepaid Cylinder fee for the period during which the Hire Goods were with Air Liquide.
 - (h) the Buyer shall pay on demand all necessary cleaning costs in respect of Hire Goods upon their return to Air Liquide.
- 17.4 Hire Goods remain at all times the property of Air Liquide and the Buyer shall not sell, offer for sale, mortgage, charge, create any lien or other encumbrance over the Hire Goods or otherwise part with possession or control.
- 17.5 The Buyer shall not use the Hire Goods for any purpose other than for that for which they were supplied.

18. INSTALLATION OF DISPENSING EQUIPMENT (INCLUDING VESSELS) AND HIRE GOODS

- 18.1 The Buyer shall pay Air Liquide the cost of delivery, installation and removal of the Dispensing Equipment (unless otherwise agreed to in writing by Air Liquide) or any Hire Goods and in relation to the Dispensing Equipment the Buyer shall also pay Air Liquide the facility charge referred to in condition 7.3 (c).
- 18.2 The cost of providing a suitable site for the installation of the Dispensing Equipment or any Hire Goods as described in the Supply Contract together with foundations, electric power supplies and any necessary pipework will be at the Buyer's

- 18.3 If the Buyer requests a change of location of the Dispensing Equipment or any Hire Goods because of alteration in plant, expansion programme, relocation of plant or any other reason or if the Buyer requests replacement of the Dispensing Equipment or any Hire Goods of a different size, type or capacity then all costs incurred by or on behalf of Air Liquide directly or indirectly in connection therewith will be borne by the Buyer.
- 18.4 Where the Buyer agrees at the request of Air Liquide to the replacement of existing Dispensing Equipment or any Hire Goods with other like equipment of Air Liquide, the replacement shall be arranged by Air Liquide free of charge to the Buyer.
- 18.5 If through no fault of Air Liquide, Air Liquide incurs installation expenses over and above those provided for in the relevant quotation, Air Liquide reserves the right to charge the Buyer an amount to cover such additional costs and expenses.
- 18.6 As between Air Liquide and the Buyer the Dispensing Equipment or any Hire Goods shall always be regarded as a chattel and not a fixture.
- 18.7 The Dispensing Equipment or any Hire Goods must always remain on the site as detailed in the Supply Contract. The Buyer has represented and warrants to Air Liquide that there is a full, free, safe and proper access to the point at which the Dispensing Equipment or any Hire Goods will be located on the site and the Buyer undertakes to keep such access fully and freely open to Air Liquide at all times until the Supply Contract has been terminated and Air Liquide has removed the Dispensing Equipment or any Hire Goods from the site.
- 18.8 Air Liquide shall at all times during reasonable business hours and at all other times in case of emergencies have full access to the Dispensing Equipment or any Hire Goods (without liability for property damage) for installation, servicing and removal of the same.
- 18.9 Subject to condition 18.11, Air Liquide shall maintain the Dispensing Equipment or any Hire Goods in good working order and condition.
- 18.10 Subject to condition 10, Air Liquide shall not be liable to the Buyer for any loss or damage of any nature whatsoever which may be suffered by the Buyer as a result of failure of any part of the Dispensing Equipment or any Hire Goods or any delay or defect in maintenance or repair by Air Liquide (whether through negligence or otherwise).
- 18.11 The Buyer shall inform Air Liquide immediately when there are abnormal conditions, obvious leaks or defects in the Dispensing Equipment or any Hire Goods.
- 18.12 Subject to condition 18.13, Air Liquide shall not be responsible or liable for any loss of gas from the Dispensing Equipment or any Hire Goods due to incorrect operation or power failure but shall be responsible for losses of gas where it is proved that they have been caused by malfunction of the Dispensing Equipment or any Hire Goods unless the malfunction has been caused or contributed to by default or negligence of the Buyer, its servants and agents.
- 18.13 Air Liquide's liability for the loss of gas pursuant to condition 18.12 shall not exceed the value of such lost gas.

19. DISPENSING EQUIPMENT (INCLUDING VESSELS)

- 19.1 The Dispensing Equipment shall not be used for the storage and dispensing of gas other than that supplied to the Buyer by Air Liquide.
- 19.2 The Buyer will pay Air Liquide a monthly facility charge in respect of the Dispensing Equipment used by the Buyer at the rate notified by Air Liquide in writing.
- 19.3 The Buyer shall:
 - (a) not remove deface or alter any Air Liquide identification marks, trade marks or signs fixed to, painted on or adjacent to the Dispensing Equipment;
 - (b) not without the previous written consent of Air Liquide move, alter or interfere in any way with the Dispensing Equipment other than to adjust same (in any case where adjustment is necessary) in accordance with the instructions provided for such purpose by Air Liquide;
 - (c) not draw off gas from the Dispensing Equipment for the purposes of resupply;
 - (d) pay all rents, taxes, charges, rates and impositions of whatsoever character at any time payable in respect of the premises and equipment where the Dispensing Equipment is installed;
 - (e) indemnify Air Liquide up to the current replacement value of the Dispensing Equipment for and against all loss or damage or cost of repairs to the Dispensing Equipment from any cause whatsoever (fair wear and tear only excepted);
 - (f) indemnify Air Liquide against all actions, proceedings, claims, damages, losses, expenses and costs whatsoever arising directly or indirectly howsoever caused out of the possession or use of the Dispensing Equipment by the Buyer or any other person.
- 19.4 Air Liquide shall be entirely free from any liability whatsoever to the Buyer on giving reasonable notice to the Buyer to discontinue the use of the whole or any part of the Dispensing Equipment temporarily for the purpose of making any tests or repairs or for any other purpose which Air Liquide considers necessary and Air Liquide may remove the Dispensing Equipment, ancillary equipment or any component or components thereof for such purpose.
- 19.5 The Dispensing Equipment remains at all times the property of Air Liquide regardless of how or in what manner the Dispensing Equipment may be located upon, fixed, attached to or placed in the Buyer's premises and the Buyer shall not sell, offer for sale, mortgage, charge, create any lien or other encumbrance over the Dispensing Equipment and will keep the same in its own possession and shall not remove the same from the premises stated in Air Liquide's Supply Contract without Air Liquide's prior consent in writing.

20. NON AIR LIQUIDE CYLINDERS

- 20.1 Where the Buyer requests Air Liquide to refill a cylinder not owned by Air Liquide, Air Liquide reserves the right, at the Buyer's expense, to examine and test such cylinder before each refill in order to determine whether the cylinder complies with all relevant requirements of statutory bodies and/or the Standards Association of Australia as are applicable from time to time and with all relevant statutory provisions, regulations or orders that may be in force from time to time.

20.2 Air Liquide may, in its absolute discretion, refuse to refill a cylinder if Air Liquide is of the opinion it does not comply with any such standards, statutory provisions, regulations or orders.

21. LICENCES AND PERMITS

It shall be the Buyer's responsibility to obtain and comply with, in relation to all Goods and/or Services supplied by Air Liquide to the Buyer, all licences, permits, authorisations and approvals needed under any relevant statute ordinance or related rule or regulation.

22. AGENTS AND RESELLERS OBLIGATIONS

22.1 In the event of the Buyer being an Agent or Reseller and re-selling Goods to its customers, the Agent or Reseller agrees to hand to such customers the warranty for the Goods and inform the customer of the same, which warranty has been specifically provided by Air Liquide for the Agent or Reseller to hand to its customers upon sale of Goods or in the event of the warranty being packed with the Goods to notify such customers of the existence of such warranty at the time such customers purchase the Goods from the Agent or Reseller.

22.2 The Agent or Reseller hereby agrees to indemnify Air Liquide against all proceedings, suits, causes of action, claims, losses, damages, expenses and costs whatsoever and howsoever caused arising directly or indirectly from the failure or omission of the Agent or Reseller to observe the obligations provided for in condition 22.1 or from any promise, representation, warranty or undertaking given to a customer by the Agent or Reseller which contradicts that warranty specifically provided by Air Liquide for the Agent or Reseller to hand to its customers.

23. FRUSTRATION

Air Liquide shall use all reasonable endeavours to fulfil its contractual obligations, but if the Supply Contract shall become impossible of performance or shall be otherwise frustrated, the Buyer shall be liable to pay to Air Liquide all costs which Air Liquide's suppliers or sub-contractors have incurred directly or indirectly or for which Air Liquide is liable under the Supply Contract at the time of frustration or impossibility of performance.

24. TERMINATION

24.1 If:

- (a) any payment is outstanding for more than seven (7) days after the due date (whether legally or formally demanded or not);
- (b) the Buyer fails to observe or perform any of the terms and conditions herein;
- (c) a resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Buyer or a receiver and manager is appointed in respect of the property or any part of the property of the Buyer;
- (d) the Buyer becomes bankrupt;
- (e) the Buyer being a company is deregistered;
- (f) the Buyer makes or proposes to make arrangement with its creditors;
- (g) the Buyer is placed under official management; or
- (h) execution is levied upon the assets of the Buyer and is not satisfied within seven (7) days, it shall be lawful at any time thereafter for Air Liquide to terminate any Supply Contract summarily by notice in writing to the Buyer but without prejudice to any other rights or remedies available to Air Liquide at law, in equity or by statute. Air Liquide may demand and the Buyer shall pay for all outstanding amounts, including, but not limited to, any unexpired portion of the term of the Supply Contract at the time owed by the Buyer to Air Liquide.

24.2 The Buyer agrees to pay Air Liquide all costs and expenses including, but not limited to, reasonable legal costs and costs for the collection and/or repossession of Goods incurred by Air Liquide in exercising any of its rights or remedies whether available at law, in equity or by statute including but not limited to those under condition 24.1.

24.3 At any time after termination of the Supply Contract with the Buyer whether at the expiration of the term of the Supply Contract, in accordance with condition 24.1 or otherwise it shall be lawful for Air Liquide to enter (forcibly if necessary) the premises of the Buyer where Goods are located or believed to be located and to remove and retake possession of the same demolishing if necessary any obstructions which prevent such removal and without being liable to the Buyer for any loss, damage, costs or expenses caused by such removal and Air Liquide reserves the right to charge the Buyer for the full costs incurred by Air Liquide in effecting removal of the Goods and a certificate in writing signed by any director manager or secretary of Air Liquide shall be conclusive evidence of the amount of costs incurred.

24.4 The Buyer shall indemnify Air Liquide for and against all actions, proceedings, claims, losses, damages, costs and expenses arising from anything done by or on behalf of Air Liquide in connection with the removal of the Goods or the entry into the premises in accordance with condition 24.3.

25. LIENS

In addition to any lien to which Air Liquide may be entitled by statute, at common law or in equity, Air Liquide shall in the event of the Buyer's insolvency bankruptcy or winding up be thereupon entitled to a general lien on all property whatsoever owned by the Buyer and in Air Liquide's possession at the time, such lien to cover the unpaid price of any Goods and/or services supplied by Air Liquide to the Buyer, but without prejudice to any other rights or remedies Air Liquide may have, whether under this Supply Contract or otherwise.

26. NO NUCLEAR OR AIRCRAFT USE

26.1 Goods delivered to the Buyer under any Supply Contract are not to be used in relation to or as part of any nuclear fission/fusion activity or process or any use or handling of any material or substance defined in Section 2(X) and (Y) of the US Atomic Energy Act 1954 (as amended from time to time), or in the manufacture of aircraft parts.

26.2 If the Buyer, its servants, agents or other persons intend any such use or handling, the Buyer must at its cost prior to such use or handling arrange for insurance and governmental indemnity acceptable to Air Liquide protecting Air Liquide against all liability whether based in contract, negligence or other tort, or otherwise.

27. ASSIGNMENT

Subject to the prior written approval of Air Liquide (and which approval shall not be unreasonably withheld), the Buyer may assign its rights or obligations herein.

28. CHANGE OF PREMISES

If the Buyer transfers its operations to another premises (hereinafter referred to as "the new premises") or commences operations at a new premises, the provisions of the Supply Contract shall apply in all respects mutatis mutandis to the new premises and to the equipment installed thereat.

29. WAIVERS

Failure by Air Liquide to insist upon strict performance by the Buyer of any terms or conditions contained herein shall not be taken to be a waiver thereof or of any rights of Air Liquide in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion.

30. NOTICE

30.1 A notice given by the Buyer to Air Liquide shall:

- (a) be in writing;
- (b) give the address of Air Liquide;
- (c) be left at or sent by registered post or facsimile to that address; and
- (d) be in the English language; and will be duly given or made:
 - (i) on the day of delivery;
 - (ii) two (2) days after the date of posting by prepaid registered post; or
 - (iii) if sent by facsimile, when the answerback is received, as the case may be.

30.2 Any notice given by Air Liquide to the Buyer may be transmitted by prepaid ordinary mail addressed to the Buyer at its last known address and shall be deemed to have been served on the second business day following the date of posting.

31. GOVERNING LAW AND JURISDICTION

31.1 The Supply Contract is governed by and is to be construed in accordance with the laws of the State of Victoria.

31.2 Air Liquide and the Buyer irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Victoria and the Courts entitled to hear appeals from those Courts.

32. ENTIRE AGREEMENT

The Supply Contract:

- (a) contains the entire understanding of Air Liquide and the Buyer as to its subject matter and there is no other understanding, agreement, warranty or representation whether expressed or implied in any way defining or extending or otherwise relating to these provisions or binding on Air Liquide and the Buyer with respect to the Supply Contract or any of the matters to which the Supply Contract relates; and
- (b) may only be altered in writing signed by Air Liquide and the Buyer or their representatives.

33. SEVERABILITY

Air Liquide and the Buyer acknowledge and agree that:

- (a) all the provisions of the Supply Contract are reasonable in all the circumstances and that each provision is and will be deemed to be severable and independent; and
- (b) if all or any part of any provision is judged invalid or unenforceable in all the circumstances, it will be deemed to be deleted and will not affect the validity or enforceability of the remaining provisions.

34. NATURE OF RIGHTS TO USE DISPENSING EQUIPMENT

Notwithstanding anything contained in this booklet, the Buyer acknowledges that Air Liquide does not grant to the Buyer any rights to use Dispensing Equipment in any way other than as maybe required to facilitate drawing the liquid or gaseous product from that equipment downstream of the Buyer's control valve, and, without limiting the generality of the foregoing, conditions 5.1 to 5.10 inclusive and 8.1 to 9.5 inclusive apply subject to this condition, to condition 18.1 and to condition 19.5.

35. CONTINUING OBLIGATIONS

The confidentiality obligations under condition 15 and all indemnities provided in any Supply Contract (including, but not limited to the indemnities provided under condition 13) continue to apply to the Buyer after assignment, termination or expiry of any Supply Contract.

VICTORIA

Principal State Centre
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Sales and Administration
40 Bunnett Street
NORTH SUNSHINE 3020
Tel: (03) 9290 1100
Fax: (03) 9290 1199

NEW SOUTH WALES

Principal State Centre
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Sales and Administration
43-47 Pine Road
FAIRFIELD 2165
Tel: (02) 9892 9777
Fax: (02) 9892 1454

Newcastle Branch
4 Kullara Avenue
BERESFIELD 2322
Tel: (02) 4949 1700
Fax: (02) 4949 1750

Wollongong Branch
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PORT KEMBLA 2505
Tel: (02) 4274 4044
Fax: (02) 4276 3879

QUEENSLAND

Principal State Centre
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759 Progress Road
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Fax: (07) 3246 6333

Townsville Branch
Ingham Road
cnr. Dundee Street
BOHLE 4818
Tel: (07) 4774 8276
Fax: (07) 4774 8313

Rockhampton Branch
Featherstone Street
PARKHURST 4702
Tel: (07) 4936 1066
Fax: (07) 4936 1024

Cairns Branch
68 Bunda Street
CAIRNS 4870
Tel : (07) 4031 1566
Fax: (07) 4051 4293

Mackay Branch
11 Progress Street
MACKAY 4740
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Fax: (07) 4952 5755

SOUTH AUSTRALIA

Principal State Centre
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Sales and Administration
164 Philip Highway
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Fax: (08) 8255 9885

TASMANIA

Launceston Branch
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Tel: (03) 6334 9666
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WESTERN AUSTRALIA

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A.B.N. 52 008 694 166
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Fax: (08) 9313 8108

Gas Distribution
3 Channel Close
HENDERSON 6166
Tel: (08) 9494 9600
Fax: (08) 9437 1191

Kalgoorlie Branch
Gas Distribution and Sales
115 Boulder Road
KALGOORLIE 6430
Tel: (08) 9021 4232
Fax: (08) 9091 2041

NORTHERN TERRITORY

Air Liquide W.A. Pty. Limited
A.B.N. 52 008 694 166
Gas Distribution and Sales
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WINNELLIE 0820
Tel : (08) 8947 1184
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AIR LIQUIDE AUSTRALIA LIMITED

A.B.N. 57 004 385 782