

### CYLINDER RENTAL AGREEMENT

PLEASE COMPLETE IN BLOCK LETTERS – all fields are obligatory

An Agreement is being entered into today \_\_\_\_\_ between

Multigas Sales Ltd. hereafter referred to as the Company, and

Name: \_\_\_\_\_ I.D./Co. Reg. No.: \_\_\_\_\_

Email address: \_\_\_\_\_ VAT No.: (if applicable) \_\_\_\_\_

Mobile No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Hereinafter referred to as the Customer.

Represented by: (applies for a Customer which is a company only)

Name: \_\_\_\_\_ I.D./Passport No.: \_\_\_\_\_

as duly authorised by the said Customer and who is appearing in solidum for and on behalf of the same.

A cylinder is a device, intended for the supply of gas in compressed gas or in liquid form from the Company to the Customer. For the purposes of this Agreement, 'cylinder/s' refer to Company assets and includes compressed gas cylinders, cylinder packs/bundles, liquid cylinders or dewars, cylinder cages, together with their relative accessories and attachments, such as valves and caps.

The Company is hereby renting a number of cylinders to the Customer, who accepts, under the following terms and conditions:

1. The Customer is hereby paying to the Company a deposit on each cylinder held by the Customer which deposit shall be forfeited in favour of the Company in any of the cases specified in articles 4,5,6,7,9,11 and 13 of this Agreement and this without prejudice to other rights pertaining to the Company arising from this Agreement or from the law applicable in Malta from time to time.
2. The Customer shall pay to the Company a rent for the use of each cylinder per annum. All rent is payable in advance.
3. Deposits and rents due shall be according to the latest pricelist of the Company, which the Company may amend from time to time and which shall be communicated to the Customer at the supplied email address with 2 months' notice within which the Customer may decide to terminate the Agreement as per article 15. Continued use of the Company's services beyond the notice period signifies acceptance by the Customer of the new pricelist.
4. The Customer obliges himself to take good care of the cylinder/s supplied. If the cylinder/s is/are not returned in good condition for any reason whatsoever, including, but not limited to, cases in which cylinders are destroyed, damaged in part or in full, or lost, whether through a cause imputable to the Customer or to any third party, or through a fortuitous cause or event, the Customer shall be liable to make good for the damaged/lost cylinders by paying the then current price for replacement or repair, as determined by the Company at its sole discretion. This applies also to the cylinder valve/s or its protective cap/s/guard and any accessories thereof. In addition to the foregoing, for Health and Safety reasons, the Customer is obliged to return cylinders and all ancillary attachments to the Company free of any contamination or contaminants whatsoever, with particular reference to any oil, grease or derivatives thereof.

5. Further to the above, the Company considers a cylinder to be lost when such has not been returned to the Company within a maximum of 3 years from its delivery to the Customer or when recalled by the Company. In such an eventuality, the Company shall demand payment as per latest pricelist of the Company.
6. In the eventuality that the Customer fails to pay any rent due, the Company reserves the right to terminate this Agreement and recall the cylinder/s, and this without prejudice to clauses 1 and 4 above.
7. Where the Company recalls any cylinder/s for any reason under this Agreement except for safety issues, the Company shall not be liable to pay for any gas still contained in the cylinder/s.
8. The property of the cylinders shall at all time vest with the Company which endeavours to take all necessary precautions to ensure that the cylinder is provided to the Customer in good condition according to the applicable directives, during the rental period. To this effect the Company retains the right to recall its cylinders and related accessories at any time and the Customer obliges himself to satisfy such demand within 1 week by making the same readily available to the Company. In such a case the Company will do its best to replace the cylinders.
9. The Customer may not transfer the cylinder/s to third parties without the Company's prior written consent. If the Customer for any reason or under any title passes the cylinder/s to a third party, the Company may recall the cylinder/s and the Customer shall be liable to pay the Company all rent due up to when cylinder/s are returned to the Company. The Company retains the option to call upon the Customer to pay then current price of the cylinder/s as established in clause 5 of this Agreement.
10. All risks in regard to such cylinder/s, valve/s and protective cap/s during the rental period, shall vest in the Customer. All responsibility is disclaimed by the Company for any incident due to negligence, inappropriate storage, exposure or mishandling of any cylinder or the contents thereof, by any Customer or his agent, while the cylinder/s is under their sphere of control and therefore after the cylinder/s have been handed to the Customer. To this end, the Customer hereby declares to be fully conversant and knowledgeable with all rules and regulations concerning the cylinders, their ancillary equipment and their contents and is fully capable of making safe and proper use of the same. To this effect, the Customer assumes all responsibility and hereby releases and holds the Company harmless from any claim - including demand suits and legal and judicial expenses and fees - for any damages to property, whether of the Customer or any third party and/or personal injury or loss of life of the Customer or any third party arising out of any incident as aforementioned.
11. In cases where the Customer fails to settle any balance due to the Company by the due date, all cylinder deposits paid shall be forfeited on account. The Customer shall also be liable to pay the balance due and interest at the highest rate allowed by law from the date when the payment becomes overdue until the date of final settlement.
12. The Customer will provide the Company with the address where the cylinders are located, which may be that registered on this Agreement or a separate one given to the Company at time of rental. The Customer obliges himself to inform the Company of changes in his contact details or if he removes the cylinder/s from the address given within one week from such change. The Customer shall inform the Company of the new contact details and/or the address to where the cylinder/s has/have been moved to. If the Customer fails to do so, the Company shall retain the right to either recall the cylinder/s from the Customer, or to ask the Customer to pay the price of the cylinder/s as established in clause 5 of this Agreement.
13. Mainly, but not solely for Health and Safety reasons, the Customer shall not attempt to tamper with the cylinders, or attempt to refill the cylinders, and refilling shall be carried out solely and exclusively by the Company. Should the Customer fail to comply with this obligation or any other obligation arising from this contract, the Company shall have the right to rescind this Agreement forthwith and take possession of the cylinder/s with all its/ their contents without any obligation to refund any sum whatsoever to the Customer. The Customer shall also be liable for any balance due and for any damages sustained by the Company arising out of his default, including legal interest.
14. The applicable law is Maltese law and any dispute shall be brought before the Courts of Malta.
15. The Company or the Customer can terminate this Agreement at any time as follows:
  - a. The Company may terminate the Agreement with a one-month notice to the Customer.
  - b. The Customer may terminate the Agreement by returning all rented cylinders on account, settling any dues owed to the Company, and informing the Company in writing that the Agreement should be terminated.

In the case of (b) above, should the Customer fail to inform the Company in writing of his decision to terminate this Agreement, the Company may, instead of terminating, at its discretion consider such Agreement to be dormant until such Customer makes fresh use of the Company's services, thus re-activating the account and this Agreement.

Signature: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

Name in Block Letters: \_\_\_\_\_

Name in Block Letters: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

For MULTIGAS SALES LIMITED

For & on behalf of: \_\_\_\_\_