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CO₂

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MANUFACTURER OF HIGH PURITY NATURAL CARBON DIOXIDE IN BULK & CYLINDERS – "CARB-ICE" DRY & WET ICE

1. Agreement

1.1 The Customer agrees that these terms and conditions:

- (i) Represent the absolute agreement between the Customer and Carbacid (CO₂) Limited (hereinafter called CARBACID) and are deemed to be incorporated into all supply contracts unless otherwise expressly agreed to in writing by CARBACID. No alterations or additions or deletion to them may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of CARBACID;
- (ii) Shall, in the absence of any other agreement, govern all future contractual relationships between the parties;
- (iii) Supersede all previous terms and conditions of sale without prejudice to any securities or guarantees held by CARBACID
- (vi) Apply to all subcontractors, stockists and distributors of CARBACID.

1.2 Should the Customer be granted an account at CARBACID such account is exclusively to the Customer and is for the sole and for use of the Customer to whom it was granted and the Customer may under no circumstances allow any third party to purchase goods from CARBACID using such account facility.

2. GENERAL

2.1 These terms and conditions apply to all Supply Contracts unless otherwise expressly agreed to in writing by CARBACID.

2.2 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.

2.3 CARBACID reserves its right to accept all or any part of any order by the Buyer or to refuse any such order.

2.4 The Customer acknowledges that it does not rely on any representations made by CARBACID in regard to the goods and services or any of its qualities leading up to this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by CARBACID in respect of the goods or services verbally or in writing will not form part of the agreement in any way unless agreed to in writing by CARBACID.

2.5 The Customer agrees that neither CARBACID nor any of its employees will be liable for any innocent misrepresentations made to the Customer.

2.6 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

2.7 The Customer agrees to pay all costs resulting from any acts or omissions of the Customer including suspension of work, modification of requirements, failure or delay in giving particular authority to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

3. QUOTATIONS & PRICES

3.1 A quotation by CARBACID shall not be binding unless and until it is expressly accepted by the Buyer (orally or in writing), and an order is accepted by CARBACID.

3.2 Unless otherwise agreed in writing, any quotation given by CARBACID shall be valid for a period of 14 days.

3.3 All quotations are subject to the availability of the goods or services and the prices quoted are subject to any increases in the cost price, including current fluctuations before acceptance of the order.

3.4 Unless otherwise expressed, where CARBACID 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) Refundable cylinder deposit.
- (d) Cylinder rental fee - for use and maintenance of each type and size of Cylinder.

3.5 Unless otherwise expressed, where the Buyer collects gas in Cylinders at CARBACID'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) Cylinder rental fee - for use and maintenance of each type and size of Cylinder.
- (c) Refundable cylinder deposit.

3.6 Unless otherwise expressed, where CARBACID supplies and delivers liquefied gas in bulk, the following charges shall be made:

- (a) Gas charge - a per MT or m³ in accordance with the net weight or volume and type of gas;
- (b) Delivery charge a per MT or m³ in accordance with the net weight or volume and type of gas and vessel;
- (c) Facility rental charge - for use and maintenance of each type and size of storage vessel and/or equipment (applicable for Carbacid's installation at customer's site).

3.7 Unless otherwise expressed, where CARBACID 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) Refundable deposit & rental fee for PU Ice boxes for use and maintenance of each type and size of container for the period of use Or charges for disposable Styrofoam boxes.

3.8 CARBACID reserves its right to renew its pricing structure in accordance with market, economic and other relevant circumstances by giving one month's notice to customers.

4. PAYMENT AND CREDIT FACILITY

4.1 Terms of payment are 100% cash with confirmation on any order for which credit is not extended by CARBACID. Payment on account should be remitted within 30 days from the date of CARBACID'S invoice. CARBACID reserves the right to demand cash payment upon any order, delivery or collection of Goods and/or Services.

4.2 In the event of non-payment by a Buyer, CARBACID 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

4.3 CARBACID may charge interest at 1.5% on overdue accounts at any time.

4.4 CARBACID may at any time set a minimum invoice value.

5. DELIVERY

5.1 Any date for delivery or supply of Goods and/or Services specified by CARBACID is an estimated date only CARBACID 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.

5.2 CARBACID reserves the right to deliver any order by way of installments and the Buyer agrees to accept each such installment and each installment shall be deemed to be sold under the Supply Contract made pursuant to such order. Failure to deliver any installment shall not entitle the Buyer to rescind the contract.

5.3 Delivery of Goods shall be deemed to occur at the time Goods are handed to the Buyer or its servants, agents or contractors.

5.3.1 Where CARBACID 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 a CARBACID delivery note signed on behalf of the Buyer by a person who reasonably appears to have authority to sign such a note. Bulk liquefied gases delivered quantity shall be as per Weigh Bridge and in absence of that the load shown in content gauge of transport tanker at customer premises

5.3.2 Where the Buyer, or its servants, agents or contractors collect Goods from CARBACID at CARBACID'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. Bulk liquefied gases delivered quantity shall be as per ex works loading gauge or metering unit.

5.4 The delivery 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 CARBACID 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.

5.5 The Buyer will provide adequate labour and equipment for the loading and unloading of Goods at the Buyer's premises.

6. RISK, REPAIR AND RETURN

6.1 CARBACID accepts no responsibility of Goods in transit under the Buyer's control and risk of damage to, destruction or theft of goods shall pass to the Customer on receipt of any order placed in terms of this agreement.

6.2 The Customer shall return any defective portable goods to the premises of CARBACID at the Customer's own cost and packed in the original packaging of the goods and all risks for the duration of repair remain with the Customer. The Customer shall be responsible for payment of all repairs to defective goods. Any item handed in for repair may be sold by CARBACID to defray the cost of such repairs if the item remains uncollected within 30 days of the date of notice to the Customer that the repairs have been completed.

6.3 All risk in respect of the Goods shall pass to the Buyer upon delivery (as provided for under conditions 5.3.1 and 5.3.2) of the Goods and 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.

6.4 Goods returned by the Buyer to CARBACID shall be returned in a safe condition. A handling charge of 25% of the value of the goods returned shall be levied, in addition to:

6.4.1 Where CARBACID 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 CARBACID arrives to collect them. The Buyer shall bear all transport charges for collection of goods.

6.4.2 Where the Buyer returns Goods to CARBACID other than by CARBACID'S transport, The Buyer should send request for return of goods with reason including details of the Goods and the date and method of their return and should have authorization from CARBACID. 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.

7. OWNERSHIP:

7.1 Ownership of 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 CARBACID. This excludes Gas cylinders, Storage tanks, accessories and other goods on rental scheme..

7.2 The Customer is not entitled to sell or dispose of any unpaid goods without the prior written consent of CARBACID. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of CARBACID in the goods

7.3 In the following events, CARBACID may (but without limiting any other rights or remedies available to CARBACID at law, in equity or by statute) seize, repossess and/or resell the Goods at its discretion, and for such purpose CARBACID may enter any premises in or upon which CARBACID 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.

The Buyer hereby acknowledges the right of CARBACID 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 CARBACID to remove such Goods upon happening of any one or combination of the events stipulated in condition 7.3.

8. USE OF PRODUCTS, GUARANTEES, LIABILITY AND SAFETY

8.1 The products sold by Carbacid are not intended for direct human consumption. Buyer acknowledges that the products may not have been tested for safety and efficacy in commercial or any other use. The products may contain gases and chemicals, which may be harmful if misused. Due care should be exercised with all products to prevent direct human contact. Carbacid provides material safety data sheets ("MSDS") or other instructions with the initial shipment of products. Buyer shall provide the MSDS and instructions to all personnel of Buyer, and to any third party authorized by Buyer to use products purchased hereunder by Buyer, prior to the handling and use of the products by such personnel or third party. Buyer shall ensure that such personnel at all times use the products strictly in accordance with the MSDS, the instructions, and any warnings on the labels of the products; and Buyer shall obtain written assurances from such third party that the third party will at all times use the products strictly in accordance with the MSDS, the instructions, and any warnings on the labels of the products. Only qualified, trained professionals who are familiar with the hazards associated with such gases and chemicals should handle all gases and chemicals.

8.2 Goods manufactured by CARBACID are guaranteed according to the product specific warranties or agreed specification only.

8.3 For products not directly manufactured by Carbacid and services not directly provided by Carbacid, Buyer receives a warranty on such products or services, if any, directly from the manufacturer of those products or provider of those services to the extent such "pass-through" warranties are available. Upon the request of the Buyer, Carbacid will use commercially reasonable efforts to inform the Buyer of the warranty policy of a particular manufacturer or service provider, or to direct Buyer to a source of such information.

8.4 Repairs are guaranteed for a period of 3 months against faulty workmanship and parts are guaranteed according to the Manufacturer's product specific warranties.

8.5 Liability under Clause 8.4 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of CARBACID.

8.6 No claim under this agreement shall arise unless the customer has reported immediately upon receipt of goods and all claims must be supported by the original delivery note or invoice.

8.7 All guarantees are immediately null and void should any goods be tampered with or should the goods be operated or stored outside the Manufacturer's specifications.

8.8 Under no circumstances shall CARBACID be liable for any consequential damages or indirect liability of any nature whatsoever.

8.9 Under no circumstances shall CARBACID be liable for any damage arising from any misuse or abuse of the goods.

8.10 The Customer acknowledges that it will at all times comply strictly with all instructions on the cautionary labels on CARBACID products as well as to any Instructions.

8.11 The Customer is responsible and must ensure that all users of the goods and equipment are provided with the necessary personal protective clothing and correct training in the use of the goods and equipment.

8.12 The Customer acknowledges that collection of the cylinders, gas containers, and equipment from CARBACID shall be at its own risk and that the Customer is responsible for handling and transporting the load safely, training the driver on the hazards of the goods and compliance with all relevant legislation including the Transportation Act.

8.13 The sale of medical gases is subject to and made strictly in accordance with the current quality requirement as per Kenya Bureau of Standards.

8.14 CARBACID MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO CARBACID ON-LINE OR THE PRODUCTS AND SERVICES SOLD HEREUNDER. CARBACID EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

9. FORCE MAJEURE

9.1 CARBACID and the Buyer shall be excused from their responsibilities under a Supply Contract in circumstances of force majeure.

9.2 CARBACID may make partial delivery and/or supply to the Buyer under force majeure conditions.

9.3 CARBACID or the Buyer shall notify the other party should force majeure conditions apply.

9.4 CARBACID may elect to continue to supply the Buyer from an alternative source with any additional costs to the Buyer's

10. CARBACID CYLINDERS

10.1 Cylinders remain at all times the property of CARBACID and the Buyer 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.

10.2 The Buyer shall not repair, modify, tamper with or cause cylinders to become contaminated.

10.3 Cylinders are not transferable and must not be used for any purpose other than as containers for gas sold by CARBACID and Cylinders must not be delivered or sent for recharging to any place other than CARBACID premises

10.3 Cylinders from agents authorised by CARBACID should be sent for recharging to the same agent.

10.4 On receipt of quarterly Cylinder rental 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 CARBACID 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 rental fee invoice shall be conclusive and the Buyer will be liable to CARBACID in respect thereof.

10.5 The Buyer shall return all Cylinders to CARBACID as soon as they are empty, carriage and freight charges prepaid by the Buyer. Cylinders are not 'returned' until received by CARBACID at their premises

No document purporting to be a receipt for any Cylinders shall be valid unless it is on CARBACID printed form of receipt.

10.6 No allowance, credit or rebate will be made for any residual gas returned in Cylinders.

10.7 The Buyer agrees to pay a Cylinder rental fee in respect of all Cylinders held by the Buyer, such payments to be made quarterly or at such other time as may be specified by CARBACID on the basis and at the rate from time to time determined by CARBACID.

10.8 The Buyer shall not, without CARBACID prior written approval, decant from CARBACID Cylinder to any other Cylinder/vessel or container.

11. NON CARBACID CYLINDERS

11.1 Where the Buyer requests CARBACID to refill a cylinder not owned by CARBACID, CARBACID 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 applicable from time to time and with all relevant statutory provisions, regulations or orders that may be in force from time to time.

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

12. GOODS ON RENTAL

12.1 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 CARBACID.

12.2 The Buyer will pay CARBACID a Cylinder fee or facility charge on the basis and at the rate and times notified by CARBACID in writing. CARBACID reserves the right to vary these charges from time to time.

12.3 As from the time of delivery of any Hire Goods to the Buyer and until the same are returned to CARBACID 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 CARBACID.

(c) Operate and maintain the Hire Goods in accordance with the working instructions as laid down from time to time by CARBACID;

(d) Provide a suitable switchboard and electric power (as approved by CARBACID) 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 CARBACID; indemnify CARBACID up to the current replacement value of the Hire Goods as determined by CARBACID 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 CARBACID against all claims, proceedings, causes of action, losses, damages, costs and expenses what so ever 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 CARBACID premises and must not repair or try to repair them itself without the prior written permission of CARBACID. If the need for repair is due to fair wear and tear to the Hire Goods, CARBACID 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 CARBACID or continue the hiring by repairing the Hire Goods and returning them to the Buyer. If CARBACID 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 CARBACID on any account whatsoever. If CARBACID continues the hire by repairing the Hire Goods, CARBACID shall credit the Buyer for any prepaid Cylinder fee for the period during which the Hire Goods were with CARBACID.

(h) The Buyer shall pay on demand all necessary cleaning costs in respect of Hire Goods upon their return to CARBACID

12.4 Hire Goods remain at all times the property of CARBACID 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.

12.5 The Buyer shall not use the Hire Goods for any purpose other than for that for which they were supplied.

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

13.1 The Buyer shall pay CARBACID the cost of delivery, installation and removal of the Dispensing Equipment (unless otherwise agreed to in writing by CARBACID) or any Hire Goods and in relation to the Dispensing Equipment the Buyer shall also pay CARBACID the facility charge referred to in condition 3.

13.2 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 pipe work will be at the Buyer's

13.3 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 CARBACID directly or indirectly in connection therewith will be borne by the Buyer.

13.4 Where the Buyer agrees at the request of CARBACID to the replacement of existing Dispensing Equipment or any Hire Goods with other like equipment of CARBACID, the replacement shall be arranged by CARBACID free of charge to the Buyer.

13.5 If through no fault of CARBACID, CARBACID incurs installation expenses over and above those provided for in the relevant quotation, CARBACID reserves the right to charge the Buyer an amount to cover such additional costs and expenses.

13.6 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 CARBACID 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 CARBACID at all times until the Supply Contract has been terminated and CARBACID has removed the Dispensing Equipment or any Hire Goods from the site.

13.7 CARBACID shall at all time 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.

13.8 CARBACID shall maintain the Dispensing Equipment or any Hire Goods in good working order and condition.

13.9 CARBACID shall not be liable to the Buyer for any loss or damage of any nature whatsoever including for any loss of gas 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 CARBACID (whether through negligence or otherwise).

13.10 The Buyer shall inform CARBACID immediately when there are abnormal conditions, obvious leaks or defects in the Dispensing Equipment or any Hire Goods.

14. DISPENSING EQUIPMENT (INCLUDING STORAGE VESSELS)

14.1 The Dispensing Equipment shall not be used for the storage and dispensing of gas other than that supplied to the Buyer by CARBACID.

14.2 The Buyer will pay CARBACID a monthly facility rental charge in respect of the Dispensing Equipment used by the Buyer as guided by Rental agreement.

14.3 The Buyer shall:

(a) Not remove deface or alter any CARBACID identification marks, trade marks or signs fixed to, painted on or adjacent to the Dispensing Equipment;
(b) Not without the previous written consent of CARBACID 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 CARBACID;

(c) Not draw off gas from the Dispensing Equipment for the purposes of filling cylinders;

(d) Pay all rents, taxes, charges, rates at any time payable in respect of the premises and equipment where the Dispensing Equipment is installed;

(e) Indemnify CARBACID 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 CARBACID 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.

14.4 CARBACID 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 CARBACID considers necessary and CARBACID may remove the Dispensing Equipment, ancillary equipment or any component or components thereof for such purpose.

14.5 The Dispensing Equipment remains at all times the property of CARBACID 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 CARBACID Rental Agreement without CARBACID prior consent in writing.

15. 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 CARBACID to the Buyer, all licences, permits, authorisations and approvals needed under any relevant statute ordinance or related rule or regulation.

16. STOCKIST, DISTRIBUTOR OBLIGATIONS

In the event of the Buyer being an Stockist; Distributor with cylinder filling facility provided by CARBACID ; The Stockist and Distributor hereby agrees to indemnify CARBACID 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 to observe the obligations of providing correct product to customers; irregular business practices and representation, warranty or undertaking given to a customer by the Stockist or Distributor which contradicts that warranty specifically provided by CARBACID.

17. TERMINATION

17.1 CARBACID may terminate the agreement based on:

(a) Failure of payment of outstanding for more than fourteen (14) days after the due date (whether legally or formally demanded or not);

(b) Buyer fails to observe or perform any of the terms and conditions herein;

(c) 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) Buyer becomes bankrupt;

(e) Buyer being a company is deregistered;

17.2The Customer shall be liable to CARBACID for all legal expenses incurred by CARBACID in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that CARBACID may demand.

Customer Signature..... Date..... Account Number.....

Name & Designation authorised signatory.....

Company Rubber Stamp