

TANK RENTAL AGREEMENT (LEASE)

SECTION 1 - AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 200____, by and between

_____ hereafter called (the "Customer"), and Carbacid (CO₂) Limited, hereafter called the (the "Company"). The Company and the Customer, for the consideration hereafter named, agree as follows:

Under the General Conditions of Rental, the Company hereby rents to the Customer - Tank and connected equipment named and identified in the following "List of Tank and Connected Equipment," for use at such location and at such rental rate for approximately such time as is therein stated. The Company shall provide such Tank and Connected equipment, installed and in operative condition and that excludes transportation to Customer's site and will be billed to Customer account.

LIST OF TANK & CONNCETED EQUIPMENT

1	TANK TYPE	HORIZONTAL / VERTICAL; PUF INSULATED/ CRYOGENIC VACUUM INSULATED
2	NO. OF TANK	
3	TANK CAPACITY	
4	TANK SERIAL NO.	
5	VAPOURISER TYPE	AMBIENT; STEAM HEATED; EVPORATIVE
6	NO. OF VAPOURISERS	
7	VAPORISER SER,NO.	
8	DETAILS OF OTHER ACCESSORIES	
9	LOCATION OF INSTALLATION	
10	Rental amount in KShs/USD+ 16%VAT PER MONTH
	Security Deposit+ 16% VAT
	Rental Period	FROM..... TO

1. GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT

The conditions of rental here below stated, together with the Agreement set forth, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

2. RENTAL PERIOD: The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to Customer and upon return of the equipment.

3. SECURITY DEPOSIT: The Customer shall pay a security deposit of six months rental amount at the time that this Rental is signed. This deposit will be returned to the Customer at the termination of this Rental, subject to the option of the Company to apply it against Rental charges and damages. Any amounts refundable to the Customer shall be paid at the time this Rental is terminated. The security deposit shall not bear interest.

4. RENTAL CHARGES:

- a. Full payment for the tank rent on the due dates shall be the essence of this agreement and the Customer shall be deemed to be in default if any instalment of the tank rent or any part thereof shall remain unpaid for more than fourteen (14) days after becoming due.
- b. The tank rent shall be liable to review from time to time entirely at the discretion of the Company.
- c. Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month.

5. INSURANCE AND INSURANCE CERTIFICATE: The Customer shall insure the equipment for its full replacement value USD/ KShs.....under an ALL RISKS POLICY. A copy of the insurance certificate shall be provided to the Company prior to the commencement of the Rental. The sole beneficiary of the insurance will be stated on the certificate as the Company. Failure of the insurance company to honour a claim in no way changes the obligation of the Customer to compensate the Company for the full new replacement value of the Storage tank/s and connected equipment.

6. FEES, ASSESSMENTS, AND TAXES PAID BY CUSTOMER:

Customer shall pay all fees for validation, and other taxes or hereafter imposed, and relating to Customer's use or possession of the pressure vessel and accessories.

7. OPERATORS: Customer shall provide competent Personnel to operate; monitor and undertake preventive works on storage tank and connected equipment during the Rental Period. The operator shall be employee of Customer during the Rental Period, and shall pay salary or wages and all other applicable costs. Customer shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman.

8. OWNERSHIP: The Company shall at all times retain ownership and title of the storage tanks and other connected equipment and accessories, and nothing contained in this agreement shall confer or be deemed to confer any interest in the tank to the Customer.

9. NO SUBLETTING ASSIGNMENT: The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without Company's prior written consent.

10. RETURN OF EQUIPMENT. At the end of the Rental period, the Customer shall be obligated to return the equipment to the Company at the Customer's expense. Any freight, insurance or taxes charges related to the rented equipment incurred during or at the end of the rental will be billed to the Customers account.

11. OPTION TO RENEW: If the Customer is not in default upon the expiration of this rental, the Customer shall have first option to rent the equipment on such terms as the parties may agree at that time.

12. PURCHASE OF CARBON DIOXIDE GAS: Storage and Purchase of carbon dioxide gas is restricted only from Carbacid (CO₂) Limited only at prevailing prices.

13. LOCATION, USE AND PRESERVATION OF TANK AND OTHER CONNECTED EQUIPMENT:

- a. The Customer shall at all times keep the tank in its possession and control and shall not remove it from the location designated for its use without the prior consent in writing of the Company.
- b. The Customer shall immediately notify the Company of any change in its address, and any change in the location of the tank.
- c. The Customer undertakes to use the tank solely for Carbon Dioxide purchased only from **Carbacid (CO₂) Limited** and shall not under any circumstances use the Company's tank and connected equipment with Carbon Dioxide or any other gas or substance procured from any other supplier, person or source. The Company shall not under any circumstances accept any liability in respect of any loss, damage, injury to any person or property whatsoever arising from the breach of the provisions of this sub-clause or from the use or misuse of the said tank.
- d. The Customer shall provide adequate security for the tank and connected equipment and will be responsible for its cleanliness and daily checking for wear and tear and shall keep the tank and connected equipment free from any distress execution or other legal process.
- e. If whilst in the possession or control of the Customer, the tank and connected equipment or any part thereof is lost, stolen, destroyed or damaged, the Customer shall not attempt to repair or replace the tank and connected equipment or any part thereof or cause it to be repaired or replaced, but shall immediately notify the Company in writing of such damage. The Company will in turn arrange for the rectification of the tank and connected equipment at the expense of the Customer at earliest convenience of the Company. In the event that the Customer shall fail to notify the Company then the Company shall be entitled to replace or retake possession of the tank and connected equipment, entirely at the expense of the Customer.
- f. The Customer shall be responsible for and shall bear the cost of any expenses (on a full indemnity basis) incurred by the Company in respect of the repair and/or replacement of any damaged, destroyed, stolen or lost tank or any part thereof, whether or not such loss or damage or destruction caused by the negligence or wrongful act of the Customer, its servants or agents or a third-party.
- g. In the event of a mechanical breakdown due to fair wear and tear, the Customer is to report the matter immediately to the Company for rectification of the matter at the expense of the Company.
- h. The Customer shall permit the Company and any person authorised by them at all reasonable times to enter upon the premises in which the tank and connected equipment is for the time being placed or kept for the purposes of inspecting and examining the condition of the tank and connected equipment and/or for retaking possession of the tank and connected equipment in the event of a default or breach on the part of the Customer of the terms and conditions of this agreement.
- i. The Customer shall not sell, assign, let, pledge, charge or otherwise encumber or part with possession or otherwise deal with the tank and connected equipment or any interest therein or create or allow to be created any lien on the tank and connected equipment and in the event of any breach of this sub clause by the Customer, the Company shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary to procure the release of the tank and connected equipment from any charge, encumbrance, or lien and to recover such sum from the Customer forthwith.

14. REPOSSESSION: In the event of the Customers default or breach of any of the provisions of this agreement the Company and/or its authorised agent shall be entitled without any prior notice to the Customer to retake possession of the

tank and connected equipment from any land or premises on or which the tank and connected equipment or any of them are or are believed by the Company to be situated, and the Customer shall pay to the Company all expenses (including legal costs and auctioneers charges on a full indemnity basis) incurred by or on behalf of the Company in ascertaining the whereabouts of the tank and connected equipment and the taking possession of it and for preserving, storing, insuring, repairing and/or replacing the tank and connected equipment thereafter, and of any legal proceedings taken by or on behalf of the Company to enforce the provisions of this agreement.

15. DISCLAIMER OF WARRANTIES: The Company, being neither the Manufacturer, nor Supplier, nor a dealer in the tank and connected equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the tank and connected equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship its design, its capacity, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. The Company further disclaims any liability whatsoever for loss, damage or injury to Customer or third parties as a result of any defects, latent or otherwise, in the tank and connected equipment as to the Company, Customer rents the tank and connected equipment "AS IS". The Company shall not be liable if any event to Customer for any loss, delay, or damage or any kind or character resulting from defects in, or inefficiency of, tank and connected equipment hereby under rental or accidental breakage thereof.

16. INDEMNITY. Customer shall indemnify the Company against, and hold Company harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the tank and connected equipment or the Rental, including without limitation, the manufacture, selection, delivery, renting, control, possession, use, operation, maintenance or return of the tank and connected equipment. Customer shall further indemnify the Company, and hold Company harmless from all loss and damage to the tank and connected equipment during the rental period. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Company's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the tank and connected equipment during the Rental Period.

17. TERMINATION OF THE AGREEMENT:

a. This agreement may be terminated,

- (i) By either party giving the other three (3) months notice in writing and upon the expiry of such notice the Company will arrange the removal of the tank and connected equipment in good and rentable condition.
- (ii) If the tank and connected equipment rent or any part thereof shall remain unpaid for fourteen (14) days after becoming due (whether formally demanded or not) or if any obligation on the part of the Customer herein contained shall not be performed or observed or if the Customer shall abandon the tank and connected equipment or the Customer shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation without insolvency) shall become bankrupt or shall call a meeting of or enter into any composition with creditors or suffer any distress or execution to be levied on the property of the Customer, then, in any such case this agreement shall automatically and without notice determine and thereupon the Customer shall cease to be in possession of the tank and connected equipment with the Company's consent and it shall be lawful for the Company at any time thereafter to retake possession of the tank and connected equipment but without prejudice to any claim by the Company in respect of any antecedent breach of any term or condition of the agreement.
- (iii) If upon the termination of this agreement the tank and connected equipment cannot after due diligence be found or recovered by the Company, or is recovered or delivered up to the Company by the Customer, or any other person in a damaged or destroyed state, then the Customer shall upon demand, forthwith make payment to the Company of the full replacement value of the tank and connected equipment or the full cost of repairing the tank and connected equipment, as the case may be.

18. FORBEARANCE AND WAIVER: No relaxation, forbearance, delay or indulgence by the Company in enforcing any of the terms and conditions of this agreement or granting of time by the Company shall prejudice or affect or restrict the rights and powers of the Company hereunder nor shall any waiver of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

19. NOTICES:

a. Any notice given under this agreement shall be validly served on the Customer if it is personally served on the Customer or is sent to the Customer by prepaid post or left at the mentioned address of the Customer or his current or last known business or private address.

b. Any notice given under this agreement to the Company shall be validly served if it is sent by prepaid post or left at the Company premises. Where notice is sent by post it shall be deemed to have been received within the seven (7) days after the time of posting.

20. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between Customer and the Company; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

Agreed and signed by Customer

Date

Designation of signatory

SECTION 2 – CUSTOMER DATA

Business Name.....

Postal Address:.....

Physical Address:.....

Company Number:.....

Plot Number:.....

PIN number:.....

VAT Number:.....

Telephone:.....

Fax Number:.....

E-mail:.....

Nature of Business:.....

Date Established:.....

Type of Organisation: Sole Trader/Partnership/Private Limited Company/Public Limited Company/Statutory Board (*delete inapplicable*)

.....

Directors, Partners or Sole Proprietor:

1. Name: Title:

2. Name: Title:

Issued Share Capital of Limited Company:

Bankers:1. Name:
Branch:

	A/C No:
2.	Name:
	Branch:
	A/C No:

Business References:

1. Name:
Postal Address:
Contact Person & Position
2. Name:
Postal Address:
Contact Person & Position:
3. Name:
Postal Address:
Contact Person & Position:

Authorised Signatories who will transact business with us:

1. Name: Signature:.....
2. Name: Signature:.....

For Carbacid (CO₂) Limited.

For Customer

Signature with Rubber stamp
Name:.....
Designation:.....
Date:.....

Signature with Rubber stamp
Name:
Designation.....
Date:.....

(This agreement shall not commence unless and until it has been signed by or on behalf of Carbacid (CO₂) Limited and the Customer).

- Please attach:**
1. Company registration
 2. VAT Registration
 3. Pin No.