



## *Strictly Confidential* Customer Information

<b>BUSINESS DETAILS</b>	
Legal Entity	
Trading As	
Parent Company (if applicable)	
Physical Outlet Address:	
Postal Address:	
Mobile and Landline Contact:	
Alternative Phone Contact	
Email Contact	

<b>OWERSHIP DETAILS</b>			
NAME	ADDRESS	PHONE CONTACT	TIN NUMBER

<b>ON-SITE MANAGERS DETAILS</b>	
Manager/Contact person Name	
Phone Contact:	
Email Contact	
Finance Officer/Manager Name	
Phone Contact:	
Email Contact	

<b>SUPPORTING DOCUMENT</b>	
Copy of Business Certificate of Re-Registration	
Copy of Business TIN letter	
Copy of Photo IDs of Manager & Directors	
Copy of Directors TIN	
Copy of Foreign Investment Certificate ( <i>if Foreign Investor</i> )	

## TERMS AND CONDITIONS

### TERMS OF SALE

#### Safety in Handling LPG

The customer with ensure that each of the Customer's employees, contractors and customers are adequately warned and instructed as to the known dangerous qualities of LPG, and safety handling procedures; At all times handle LPG in a safe and proper manner and take all reasonable precautions to prevent misuse and damage; all property, title and risk in respect of LPG shall pass to the customer upon delivery of LPG into equipment on the Premises.

#### Indemnity

Each party (the "Indemnifying Party") shall indemnify and hold the other party harmless against all actions, claims, lawsuits, losses, penalties, fines, liabilities or damages of whatever nature arising directly from the Indemnifying Party's breach of this Agreement, or negligent act or omission of its directors, employees, agents or contractors.

#### Assignment

Both parties shall not assign any of their rights and obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.

#### Force Majeure

If the performance or observation by either party of its obligations (or any of them) is prevented, restricted or interfered with by reason of any force majeure, the relevant party shall upon prompt notice of such force majeure being given to the other party, be excused from such performance or observance to the extent of such force majeure. The term force majeure shall mean act of GOD, strike, lockout, ban and limitation of work, or other industrial disturbance, act of the public enemy, war, blockade, riot, lightning, fire storm, flood, explosion, governmental restraint, shortage or unavailability of equipment or supplies or any other cause beyond the control of the relevant party.

#### Waiver

Failure by either party to insist upon strict performance of any terms or conditions of the Agreement shall not be taken to be a waiver thereof or of any rights 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.

#### Expenses and VAT

All invoices shall satisfy the requirement of the VAT provisions regarding tax invoices and where required; adjustment notes shall be provided.

#### Governing Law and Jurisdiction

The law of the agreement is the Republic of Fiji and the parties submit themselves to the jurisdiction of the Courts of for all proceedings arising from this Agreement.

### TERMS OF CYLINDER EXCHANGE PROGRAM

Customers that utilise Cylinders under the Cylinder Exchange program will incur penalties for cylinders that are exchanged with defects as defined by the applicable LPG gas cylinder testing Standard AS 2030.1—2009. If the cylinder(s) exceeds the rejection criteria below; it will be deemed unsuitable for further use and will be made permanently condemned from service. This will result in the forfeit of any possible refund or exchange for a new cylinder. The cylinder should be free from any defects (rejection criteria) as such as the following:

1. Dents or swelling of the cylinder walls
2. Excessive corrosions
3. Presence of any cracks or cuts
4. Damage from heat or fire
5. Unauthorized modifications

### TERMS OF RETURNS AND REFUNDS OF CYLINDERS

Customers may return their cylinders to Fiji Gas at any time and be entitled to a refund of the Usage Fee. This will only be based on the following criteria and the value to be based on the pricing structure as indicated on the receipt (normal or wholesale price)

**Cylinder visual inspection:** If the cylinder(s) exceeds the rejection criteria; it will be deemed unsuitable for further use and will be made permanently condemned from service. This will result in the forfeit of any possible refund.

**Proof of Purchase within 12 months:** A full refund applicable for cylinders returned within 12 months from the date of first issue, if the Customer can present proof of purchase (original invoice/photo of original invoice) or indicate exact date of purchase which is then to be verify by the Finance department.

**No Proof of Purchase OR more than 12 months old:** A partial refund applicable for cylinders returned with no proof of purchase or if more than 12 months old based on the current application Refund Policy

I have read the above terms and conditions of sale, which may vary from time to time and agree to the same for all transactions to be done with the company.

#### Executed for and on behalf of (*company name*)

Name		Position	
Signature		Contact	
Date		Time	

**INTERNAL USE ONLY****BUSINESS SEGMENTATION**

LPG requirement	<input type="checkbox"/> Bulk	<input type="checkbox"/> Cylinders
Customer Type	<input type="checkbox"/> Auto-Gas	<input type="checkbox"/> GPAC
	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial
	<input type="checkbox"/> Reseller	<input type="checkbox"/> Residential
Estimated monthly Volume		

**LPG INFRASTRUCTURE**

Cylinder Cage On-site Details	
Bulk Tank & Piping Details	

**FINANCE SECTION UPDATE**

Customer Account Number	
Commencement Date	
Date of account creation	

System updated on behalf of **Fiji Gas Pte Limited**

Name		Position	
Signature		Contact	