



**STARGAS LIMITED**

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**STANDARD CONDITIONS RELATING TO THE USE  
OF GAS CYLINDERS**

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1. Interpretation. In these conditions of sale:

“**Supplier**” means Stargas Limited, registered in Ireland no. 516717, whose registered office is at Railway Road, Kilmallock, County Limerick.

“**Customer**” means the person who purchases the Goods.

“**Cylinder(s)**” means the gas cylinders which are provided by the Supplier or the Supplier’s authorised stockists on a conditional licence basis only.

“**Goods**” means the refills of various gas types ordered by the Customer from the Supplier, in an order which has been accepted by the Supplier.
2. Title. The Title to the Cylinders shall at all times remain the property of the Supplier. The Cylinders are provided to the Customer on a strict licence basis only, which is granted to subject to conditional upon the Customer agreeing to comply with these Conditions of Use, in particular in regard to Clause 7 and 8.
3. Risk. Risk to Cylinders provided shall pass to the Customer upon collection and delivery.
4. Authorised Refilling The Cylinders are provided on the basis that they are to be refilled only by the Supplier’s authorised stockists.
5. Unauthorised Refilling Under no circumstances are the Cylinders to be refilled by any other operator apart from the Supplier’s authorised stockists. In the event that the Cylinders are filled by any other party apart from the Supplier or the Supplier’s authorised stockists then such action shall constitute ‘Rogue Refilling’ and shall be deemed to be an material breach of the licence to use the Cylinder. In such an event the Supplier shall be entitled to immediately terminate the licence to use the Cylinder and upon request be immediately returned the Cylinder.
6. Warranties. The Supplier warrants that:
  - 6.1. at the time of sale, it will have title to sell the Goods to the Customer; and
  - 6.2. the Goods sold to the Customer will conform with the specification for them published by the Supplier or their manufacturer, subject at all times to compliance with regard to Authorised Refilling.
7. Remedy. Subject to Clause 10, if the Supplier is in breach of the warranties given by it under Clause 6, its liability shall be limited to:
  - 7.1. replacement of the Goods concerned; or
  - 7.2. at the option of the Supplier, reimbursement of the price.
8. No Other Liability. Subject to Clause 10, the Supplier shall have no further liability to the Customer other than as described in Clause 10, whether under these conditions of sale or on any other basis including liability in tort as a result of the sale of the Goods.
9. Consequential Loss Etc. Subject to Clause 10, the Supplier shall not under any circumstances be liable to the Customer by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of these conditions of sale, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by the negligence

of the Supplier, its employees or agents or otherwise, even if advised of the possibility of such damages.

10. Non-Excludable Liability. Nothing in this these conditions of sale shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.
11. Application. These conditions of sale shall apply to any purchase of goods under an order which is accepted by the Supplier. No other terms shall apply to the sale of the Goods, including any standard conditions of purchase of the Customer, even if they are printed on the written order of the Customer or any other document issued by the Customer.
12. Governing Law. These conditions of sale shall be governed by Irish law.