

## GENERAL CONDITIONS FOR THE SUPPLY OF GAS (100 LBS)

### Article 1: Definitions

In these general conditions, the following terms shall have the following meanings:

Company:	Curaçao Gas (Curgas) N.V.
Contracting Party:	the natural or legal person who has entered into an Agreement with the Company.
Gas:	Liquified Petroleum Gas (LPG).
Gas Cylinder:	the gas cylinder of the Company in which the Gas is transported.
User Fee:	the amount charged to the Contracting Party for the use of Gas Cylinders.
Installation:	the assembly of pipes and other aids of the Contracting Party that connect the device to be supplied with Gas and the Gas Cylinder.
Delivery:	the provision of Gas to the Contracting Party by connecting the Installation to the Gas Cylinder.
Agreement:	the agreement concluded between the Company and Contracting Party in accordance with the provisions of these general conditions and the applicable connection conditions.
Property:	the immovable property for which the Installation is established and to which the Gas Cylinders are transported.



## **Article 2: Establishment of Agreement**

- 2.1 The Agreement is established by the Company's acceptance of the application submitted by the Contracting Party, which is evident from the execution of the Agreement by the Company.
- 2.2 An application is deemed to have been submitted as soon as: i) the form provided by the Company is filled out and returned signed; ii) a copy of a valid identification document is submitted (in case the applicant is a natural person) or a recent stamped extract from the Chamber of Commerce together with a valid identification document of the person authorized to represent the legal entity is submitted (if the applicant is a legal entity) and iii) payment has been received for the required deposit by the Company and for the requested services/products.
- 2.3 As long as an application is not complete, not provided with the required documents, or payment of the deposit and requested services/products has not taken place, the application will not be processed by the Company.
- 2.4 The Company is authorized to refuse an application or to impose further conditions if, in view of the interests of the Company, the Contracting Party or third parties, this is deemed desirable, at the free discretion of the Company.
- 2.5 If the application is submitted jointly by two or more (legal) persons, they are jointly and severally liable for the obligations arising from the Agreement.

## **Article 3: The Installation**

- 3.1 The Installation can be established, replaced, or moved by the Company at the request of the Contracting Party. The Installation established or replaced by the Company is granted a one (1) year warranty. The Contracting Party is free to establish the Installation themselves, taking into account the provisions of paragraphs 3.2 to 3.5 of this article. The Contracting Party is only authorized to replace the Installation themselves if it is disconnected from the Gas Cylinders.
- 3.2 The Installation may only be connected and disconnected from the Gas Cylinders by the Company. The Contracting Party is not allowed to connect the Gas Cylinders themselves to or disconnect them from the Installation.
- 3.3 An Installation established, replaced by the Contracting Party or third parties must first be approved by the Company before it can be connected to the Gas Cylinders by the Company.
- 3.4 The Installation and the location at which the Gas Cylinders are placed must comply with the connection conditions of the Company as stated in Article 4. The Company is authorized to withhold approval for an Installation established by the Contracting Party



or third parties, or to attach additional conditions to the Installation, if it finds that the Installation does not meet the conditions set by the Company or if the Contracting Party does not have the required permits required for safety reasons. The Company is not liable for any damage resulting from the withholding of approval and/or the imposition of additional conditions.

- 3.5 The Company excludes all liability for damage resulting from Installations established/moved/replaced by the Contracting Party or third parties that have not been approved by the Company and have been connected to the Gas Cylinders by or on behalf of the Contracting Party. The Contracting Party is liable for all damage suffered by the Company as a result and indemnifies the Company against all third-party claims in this regard.
- 3.6 The Installation is the property of the Contracting Party and the Contracting Party is obliged to maintain it properly. The Company is not liable for damage resulting from the Contracting Party's failure to properly maintain the Installation and the Contracting Party indemnifies the Company against all third-party claims in this regard. The Company is at all times authorized to suspend the (delivery) of the Gas Cylinders if it finds that the Installation does not meet the connection conditions, shows visible defects, or otherwise poses a risk to the safety of the Contracting Party, the Company, or third parties. The Company is not liable for any damage that the Contracting Party suffers as a result of this suspension, and the Contracting Party indemnifies the Company against all third-party claims in this regard.

#### **Article 4: Connection Conditions**

- The cylinder must be placed on a concrete surface (approximately one square meter).
- The cylinder must be placed at least 2 meters away from an air conditioning/air intake/fan unit or window.
- The pressure regulator must be screwed/installed on the wall between both cylinders.
- The connection from the pressure regulator to the cylinder must be made with a suitable pigtail connection.
- The ventilation of the pressure regulator should be at the bottom, so that no water enters the regulator.
- The connection from the pressure regulator to the cylinder may not contain any other connections. If more than one connection is used, it must be located on the outside of the building.
- Cylinders must be installed in a well-ventilated space, not in an enclosed space or garage.



- The location where the cylinders will be placed is at least 1.5 meters away from an electric motor or switch.
- The area where the cylinders will be placed must be easily accessible (no bees, unsafe conditions, etc.).
- If the customer has a niche, the "niche" must have a plastered concrete back wall of approximately 170 cm high and a concrete floor of approximately 9 cm high, 50 cm wide, and a length of 100 cm.

#### **Article 5: Transport of Gas Cylinders and Gas Delivery**

- 5.1 The Gas ordered by the Contracting Party will be transported by the Company in a Gas Cylinder to the Premises in accordance with the Distribution Rules. The Distribution Rules are displayed on the Company's website, and the Contracting Party is deemed to have knowledge of them. The Gas Cylinder is considered to be (delivered) at the moment it is connected to the Installation by the Company.
- 5.2 The Contracting Party is prohibited from moving, transporting, filling, repairing, disconnecting, or connecting the Gas Cylinder themselves or by third parties after delivery, except with the explicit written consent of the Company. The Company excludes all liability for damage resulting from Gas Cylinders moved, transported, filled, repaired, disconnected, or self-connected by the Contracting Party or third parties. The Contracting Party is liable for all damage suffered by the Company as a result of the aforementioned actions by the Contracting Party and indemnifies the Company against all claims from third parties in this regard.
- 5.3 The Company is authorized to temporarily suspend the delivery of Gas Cylinders for necessary examination if it observes at the time of delivery that the identification numbers of the present cylinders differ from the registered cylinder numbers at Curgas.
- 5.4 The Gas Cylinders remain the property of the Company after delivery. The Gas Cylinders must be used by the Contracting Party as a careful user. The Company reserves the right to charge a fee for the use of the Gas Cylinders.
- 5.5 The Company is authorized to charge call-out costs if the Contracting Party is not present on the agreed date at the Premises, preventing the Installation from being established and/or the Gas Cylinders from being delivered and connected.
- 5.6 The location where the Gas Cylinder is placed must comply with the connection conditions set by the Company and published on its website. The Company is authorized to suspend the delivery of Gas Cylinders if it observes at the time of delivery that the location where these Gas Cylinders should be placed does not meet the requirements set by the Company, is not freely accessible to the Company, or if it is deemed necessary for safety,



at the free discretion of the Company. The Company is not liable for any damage resulting from this suspension.

- 5.7 The Contracting Party is not allowed to have more or fewer Gas Cylinders connected to the Premises than the number of Gas Cylinders mentioned in the Agreement. The Contracting Party is not allowed to keep Gas Cylinders on the Premises that are not connected to an Installation. All Gas Cylinders present on the Premises must be registered with the Company (quantity and serial number). Each year, the Contracting Party is only allowed to purchase a maximum of six (6) Gas Cylinders for household use at the household rate (the rate regulated by the government). If the Contracting Party purchases more than six (6) Gas Cylinders for household use in a year, it is only possible if the Contracting Party pays the commercial rate set by the Company for each Gas Cylinder above the sixth Gas Cylinder.
- 5.8 The Contracting Party is obliged to ensure that employees of the Company can safely enter the Premises, as well as keeping the location where the Gas Cylinders need to be connected accessible to the Company. The Company is not liable for delays in the delivery of Gas Cylinders if this is due to the Premises not being freely accessible and/or the location where the Gas Cylinders need to be connected. The Contracting Party is liable for all damage suffered by the Company as a result of non-compliance with this article.
- 5.9 The Contracting Party must use the Gas Cylinders as a careful user from the moment of delivery. The Contracting Party is responsible for the use of the Gas Cylinder provided by the Company, even if this occurs without their permission or knowledge. The risk of damage, theft, or loss of the Gas Cylinder is the responsibility of the Contracting Party from the moment of delivery until it is returned to the Company, regardless of the cause of the damage or loss.
- 5.10 The Company endeavors to deliver the Gas Cylinders as soon as possible after receiving payment in accordance with the Distribution Rules. The Contracting Party is obliged to make the Premises available for delivery by the Company in the manner described in the Agreement.
- 5.11 The Company is not obliged to fulfill any obligation under the Agreement if it is prevented from doing so due to force majeure. Force majeure includes, but is not limited to: fire, war (threat), (threat of) terrorism, wild or organized strikes, blockades, riots, or other disturbances of public order, fuel shortages, energy shortages, transportation restrictions, weather conditions, and natural disasters, limitations in obtaining permits, and non-compliance with obligations by suppliers, including the supplier of Gas to the Company.
- 5.12 The Contracting Party is not entitled to compensation for the value of the amount of Gas present in the Gas Cylinder upon return.



### **Article 6: Rates**

- 6.1 The Contracting Party is obligated to pay the prevailing rates for the services and products provided by the Company, unless otherwise agreed in writing. The applicable rates are listed on the website of Curoil N.V.
- 6.2 The rates mentioned in paragraph 1 will be increased by the applicable value-added tax and any other levies imposed on the Company by the authorities.
- 6.3 The rates of the Company may be changed at any time by the Company. Changes to the rates will be announced no later than on the day of entry into force and will take effect on the date stated in the announcement. Rate changes also apply to existing Agreements.

### **Article 7: Payment and Security Deposit**

- 7.1 For the services and products provided by the Company, the Contracting Party must have paid in advance. The Contracting Party can only pay for the services and products purchased through cash or bank transfer at one of the sales points officially announced by the Company on its website or via the internet. Under no circumstances is the Contracting Party allowed to make payments for the services and products provided in cash to employees of the Company who are not present at the mentioned sales points.
- 7.2 Services and products that have not been prepaid will be invoiced to the Contracting Party. Invoices must be paid to the bank account specified by the Company within the term indicated on the invoice. In the absence of a term on the invoice, they must be paid within seven (7) days from the date of the invoice.
- 7.3 In case of late payment of the invoice, the Contracting Party owes the Company an interest of 1.5% per month on the amount due, as well as collection costs for the collection of the outstanding claim. The collection costs amount to 15% of the outstanding amount and are immediately due when the Contracting Party is in default with their payment.
- 7.4 Any complaints about the accuracy of the invoice must be submitted by the Contracting Party no later than one (1) month after the date of the invoice, failing which the right to file a complaint will expire. Complaining about the accuracy of the invoice does not suspend the Contracting Party's obligation to pay within the specified period.
- 7.5 The Contracting Party is not authorized to offset any claims they have against the Company with what they owe to the Company.
- 7.6 The Contracting Party is required to pay the required deposit to the Company at the start of the Agreement. The deposit will be refunded to the Contracting Party after the Agreement has been terminated, provided that the Contracting Party has returned any goods they have from the Company in good condition and all invoices have been paid. The Company will not pay interest on the deposit.



- 7.7 The Company has the right to charge the Contracting Party an amount for the use of the cylinders.

#### **Article 8: Distinction between Household and Commercial Contracting Party**

- 8.1 The Contracting Party must register as a household or commercial customer based on the following rules:
- a) All companies with a Chamber of Commerce registration are considered commercial customers.
  - b) Only households using LPG for household use can order cylinders at the regulated rates as determined monthly by BTPU.
  - c) Household Contracting Parties can order a maximum of 6 cylinders per year at the household rate, from the 7th cylinder, commercial prices apply.
  - d) As an exception, a number of special companies are allowed to order LPG at the regulated household rate, without a maximum number of cylinders, if they meet the conditions for household use, namely:
    - i. Service institutions that assist people who cannot live independently, such as nursing homes for the elderly or disabled and boarding schools.
    - ii. Long-term rental companies or houses where residents do not have their own Curgas connection but where the gas connection is centrally regulated, such as FKP.
    - iii. Special schools that use LPG for special cooking or welding lessons.
  - e) Companies can apply to use the regulated household rates by sending their Chamber of Commerce extract along with a motivation letter explaining why they meet the rules of Article 8.1 c). The decision on whether the request complies with the rules of Article 8.1 c) is at the discretion of the Company.
- 8.2 If the Contracting Party does not register correctly with the Company as a household or commercial customer, the Company reserves the right to retroactively charge the Contracting Party the correct rates for all cylinders purchased based on the incorrect registration.

#### **Article 9: Other Obligations of the Contracting Party**

- 9.1 The Contracting Party is also required to:
- a) inform the Company as soon as possible of all data, incidents, changes, and circumstances necessary for the proper execution of the Agreement;
  - b) immediately report any observed or suspected damage, defects, or irregularities to the Installation or Gas Cylinders;
  - c) return the Gas Cylinders to the Company at the end of the Agreement;
  - d) ensure correct registration of the number of Gas Cylinders, the corresponding serial number, and their destination (household or commercial);
  - e) in case of theft of a Gas Cylinder, the Contracting Party must provide a police report. Without a police report of the theft, the Company will not replace the Gas Cylinder.



### **Article 10: Consequences of Non-Compliance by the Contracting Party**

- 10.1 The Company is authorized to terminate, suspend, or impose special conditions on the delivery of its services and products if the Contracting Party is in default in fulfilling one or more of their obligations towards the Company.
- 10.2 This agreement can be terminated in writing by the Company with immediate effect, without judicial intervention in case:
  - a) the Contracting Party applies for bankruptcy or is declared bankrupt;
  - b) the Contracting Party applies for a moratorium on payments or is granted (temporary) moratorium;
  - c) the Contracting Party goes into liquidation or decides to liquidate or discontinues its current business;
  - d) a significant part of the Contracting Party's assets are seized and this seizure is not lifted within thirty (30) days after it was imposed;
  - e) the Contracting Party fails to fulfill one or more obligations under this agreement and fails to remedy the default within fourteen (14) days after being notified in writing;
  - f) the Company's license is revoked and/or the Company is otherwise no longer allowed to conduct its business operations by government authorities;
  - g) the Contracting Party, being a natural person, passes away.
  - h) the Contracting Party moves or leaves the island without notifying the Company and/or without terminating the Agreement.

### **Article 11: Use of Personal Data**

- 11.1 The Company processes the personal data of the Contracting Party in service of the execution of the Agreement.
- 11.2 Personal data are processed in a fair and careful manner in accordance with the law. Personal data will not be processed in a manner incompatible with the purposes for which they were obtained.
- 11.3 Processing of personal data takes place to facilitate an efficient and effective business operation, particularly aimed at the following activities:
  - a) assessing and accepting potential Contracting Parties and entering into and executing agreements with the Contracting Party;
  - b) carrying out (targeted) marketing activities in order to establish and/or expand a relationship with the Contracting Party;
  - c) ensuring the safety of services, including combating, preventing, and detecting (attempts of) (criminal) behavior;
  - d) complying with legal obligations.





## **Article 12: Liability**

- 12.1 If the Contracting Party suffers damage due to a attributable shortcoming by the Company, the Company is liable for the damage directly resulting from this, except in cases where it has limited or excluded its liability in this Agreement.
- 12.2 In all cases, indirect and/or consequential damage is excluded from compensation, including but not limited to damage as a result of the inability to exercise the profession or as a result of loss of profit or business interruption, except in the case of intent or gross negligence by the Company.
- 12.3 If and insofar as the Company is liable for the damage to the Contracting Party under these general conditions, this damage is only eligible for compensation up to a maximum amount of ANG 50,000.
- 12.4 The liability conditions included in this Agreement also apply to third parties engaged by the Company for the execution of the Agreement, or persons for whom the Company or such a third party is responsible.
- 12.5 The Company is not liable for any claims or damage suffered by a third party as a result of the execution of this agreement, and the Contracting Party indemnifies the Company for all lawsuits, claims, damage, or claims by third parties arising from or related to the use by the Contracting Party of the Company's services or products.
- 12.6 The products and services are provided on an 'as is' and 'best effort' basis. The Company does not give any (implied) guarantee for the marketability or suitability of the products or services for a specific purpose.

## **Article 13: Termination of the Agreement**

- 13.1 Unless otherwise agreed upon in writing, the Agreement is entered into for an indefinite period and can be terminated in writing by both parties with a notice period of one (1) month.
- 13.2 Even after termination of the Agreement, the Contracting Party is obliged to take care of any Company property still located on the Premises as a careful user.

## **Article 14: Amendment of the general terms and conditions**

- 14.1 The general terms and conditions can be changed by the Company at any time. Changes will take effect thirty (30) days after the day on which the changes are announced or a later date if this is mentioned in the announcement, unless the law prescribes a different time limit, in which case that limit applies.
- 14.2 A notice placed in one or more local newspapers stating that the terms and conditions have been changed and have been deposited with the Court of First Instance of Curaçao and are available for inspection at the Company will be considered as an announcement.



- 14.3 Changes also apply to existing Agreements. If a Contracting Party does not wish to accept a change, he can terminate the Agreement in writing before these changes take effect, specifying the date on which the change will take effect.

#### **Article 15: Relocation**

- 15.1 Upon relocation, the Contracting Party is obliged to inform the Company in a timely manner about an upcoming relocation, as well as whether he wishes to relocate the Installation and Gas Cylinders, or transfer them to the new occupant of the Premises.
- 15.2 An Installation that has been modified must first be approved by the Company in accordance with Article 3 of these general terms and conditions before it can be connected to the Gas Cylinders.
- 15.3 In the event that the Contracting Party wishes to transfer the Installation and Gas Cylinders to the new occupant of the Premises, the Contracting Party and the new occupant must jointly amend the Agreement in the name of the new occupant at the Company. The Contracting Party will receive the deposit back upon presentation of the original receipt, and the new occupant will then be required to pay the deposit.

#### **Article 16: Fine**

- 16.1 The Contracting Party is in no case allowed to:
- a) order Gas Cylinders at a household rate while using them for commercial purposes;
  - b) move, fill, transport, repair, disconnect or connect Gas Cylinders to the Installation themselves;
  - c) keep more or different Gas Cylinders on the Premises than registered with the Company;
  - d) resell, give away or otherwise trade Gas Cylinders;
  - e) keep the Gas Cylinders for more than 30 days after the termination of the Agreement, insofar as the Contracting Party obstructs the Company from retrieving the Gas Cylinders.
- 16.2 The Contracting Party who acts in violation of the prohibitions mentioned in Article 16.1 will incur an immediately payable fine of ANG. 1,000,- per Gas Cylinder and per violation, without prejudice to the Company's right to recover the actual damage from the Contracting Party if it is higher.

#### **Article 17: Extraordinary law enforcement officers**

- 17.1 The Company may use extraordinary law enforcement officers in (monitoring) compliance with the obligations of the parties under this Agreement.



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**Article 18: Entire agreement**

- 18.1 The Agreement, including the general terms and conditions, constitutes the entire agreement regarding the services and products provided by the company and replaces all previous agreements.

**Article 19: Final provisions:**

- 19.1 All rights to claim and/or defenses against the Company expire one year after the arising of the claim.
- 19.2 The Contracting Party is not allowed to transfer the rights and obligations under the Agreement to third parties without the prior written approval of the Company.
- 19.3 The Company is at all times authorized to transfer its rights and obligations under the Agreement to third parties.
- 19.4 In case of a conflict between the provisions in the Agreement and the general terms and conditions, the provisions included in the Agreement prevail.

**Article 20: Applicable law and disputes**

- 20.1 The Agreement is governed by the law of Curaçao. All disputes arising from the Agreement will be exclusively submitted to the competent court in Curaçao.