

Customer Agreement for Supply of Goods (LPG)

1. Agreement Overview

This Customer Agreement for Supply of Goods ("Agreement") is a binding contract between the Company Meta Gas Innovations Pvt Ltd and Its registered Vendors (the vendor or platform owner providing liquefied petroleum gas "LPG" supply services) and the Customer (the individual or entity purchasing LPG goods via the Company's platform). By registering on the Company's platform and digitally signing/accepting this Agreement, the Customer agrees to all the terms and conditions herein. This Agreement governs the supply of LPG products (cylinders and related goods) and associated services to the Customer, and is effective from the date of digital acceptance. All transactions, including orders and deliveries, are subject to these terms.

Digital Acceptance: The Customer acknowledges that electronic consent or digital signature to this Agreement is equivalent to a written signature. The act of clicking "I Agree" or any similar mechanism on the platform constitutes the Customer's legal acceptance of all terms and conditions of this Agreement. The digitally signed Agreement is enforceable and will be retained electronically by the Company for record-keeping.

2. Customer Registration and KYC Compliance

- **Registration Requirements:** To begin purchasing LPG goods from the Company, the Customer must create an account on the platform and provide all required registration information. This includes valid personal or business details such as name, address, contact information, and any other information the platform requests.
- **KYC Documentation:** The Customer must provide Know-Your-Customer (KYC) documents as part of the registration and onboarding process, in compliance with statutory and regulatory requirements. KYC documents typically include government-issued identification, proof of address, business registration certificates (for commercial customers), and any applicable licenses or permits for handling LPG (as required by law). The Company or its software platform will verify these documents to ensure compliance with local laws and safety regulations.
- **Statutory Compliance:** The Company will not activate a Customer's account or begin supply of LPG products until the KYC verification is successfully completed. This measure ensures adherence to all statutory compliances (such as anti-money laundering laws, safety regulations, and government directives specific to LPG distribution). The Customer is responsible for providing accurate and genuine documents; any falsification or failure to comply may result in account suspension or rejection of service.
- **Data Protection:** All KYC information and personal data provided by the Customer will be handled in accordance with applicable data protection laws and the Company's privacy policy. The Company will use this data only for verification, regulatory compliance, and service provision purposes, and will secure it against unauthorized access.

3. Purchase Orders and Ordering Process

- **Placing Orders:** The Customer shall place orders for LPG cylinders or related products exclusively through the Company's platform by raising a firm Purchase Order (PO). Orders can typically be placed via the online portal or app provided by the Company, or through any official ordering mechanism defined by the Company. Each Purchase Order must clearly specify the product type (e.g., LPG cylinder size or other goods), the quantity

required, the delivery location, and any other details the platform prompts for order completion.

- **Firm Commitment:** Once submitted, a Purchase Order on the platform is considered a firm order from the Customer. This means the Customer is committing to purchase the specified goods under the terms of this Agreement. The Company will treat the PO as an official request and initiate processing. **Order Confirmation:** The platform may issue an electronic order confirmation or reference number upon receiving the PO. The Customer should review the confirmation and notify the Company immediately in case of any errors (such as incorrect address or quantity) to rectify them before dispatch.
- **Modification/Cancellation:** As a general rule, once a PO is confirmed, modifications or cancellations by the Customer may not be permitted due to the hazardous nature and logistics of LPG supply. If the platform's policy allows cancellations or changes, such changes must be made within the timeframe and conditions specified by the Company's cancellation policy (e.g., before the order is dispatched). The Company reserves the right to accept or reject any modification/cancellation requests at its discretion.
- **Platform Usage:** The Customer is responsible for maintaining the confidentiality of their platform login credentials and ensuring that orders are placed by authorized persons only. Any order placed through the Customer's authenticated account will be deemed authorized by the Customer. The Company is not liable for unauthorized orders placed due to compromised login credentials; however, the Company should be notified immediately if unauthorized account access is suspected.

4. Pricing and Payment Terms

- **Product Pricing:** The price of LPG and related goods shall be as displayed on the platform at the time the Customer places the order, or as per the Company's prevailing price list/contractual pricing if separately agreed. Prices are typically quoted per cylinder or per unit weight of LPG, and may be subject to change based on market rates, government regulations, taxes, or other factors. The platform will transparently show the total price including any applicable taxes (GST/VAT), duties, delivery charges, or other fees before the Customer confirms the order.
- **Payment Obligations:** The Customer agrees to pay for each order in accordance with the payment terms specified by the Company. Payment terms may require advance payment (prepaid) or allow a credit period (e.g., net 15/30 days from invoice) subject to the Customer's arrangement with the Company. The default expectation is that payment must be completed as per the invoice due date or prior to dispatch if required. All payments shall be made in the currency specified (e.g., local currency) and via the payment methods supported by the platform (such as credit/debit card, net banking, UPI, direct bank transfer, or deduction from the Customer's virtual wallet balance).
- **Platform Transactions:** Payments will typically be processed through the platform's secure payment gateway. The platform may offer the option to utilize the Customer's virtual wallet balance or promotional credits (see Section 7) for full or partial payment. The Customer must ensure sufficient funds or credit availability before placing the order, if immediate payment is required.
- **Compliance with Payment Terms:** Timely payment is of the essence in this Agreement. The Customer shall adhere strictly to the agreed payment schedule. In the event of any delayed payment or non-payment, the Company reserves the right to take one or more of the following actions:
 1. Suspend or halt further deliveries until outstanding dues are cleared.
 2. Charge late fees or interest on overdue amounts, if applicable as per Company policy or allowable by law (the rate and terms of which would be communicated or outlined in the invoice or a separate schedule).

3. Deduct owed amounts from the Customer's virtual wallet or security deposits, where permissible.
 4. Terminate the Agreement for material breach, after giving notice to the Customer and an opportunity to cure the payment default if required by law.
- Invoice and Receipt: The Company will issue an invoice for each order (typically electronically via the platform or email). The invoice will detail the charges for the goods supplied, any delivery fee, taxes, and deposit charges if any. Upon successful payment, a receipt will be provided. The Customer should retain copies of all invoices and receipts for their records.
 - Taxes and Fees: The Customer is responsible for any taxes, levies, or government fees applicable to the purchase and delivery of LPG. If any new taxes or increased costs (e.g., fuel surcharge) are imposed by authorities after the order, the Company may pass those through to the Customer with prior notice if it significantly affects pricing, as allowed by law.
5. Delivery, Acceptance, and Risk Transfer
- Delivery Service: The Company (or its designated delivery partner) will deliver the ordered LPG cylinders/goods to the Customer's specified delivery address. Delivery will be made by trained personnel following safety protocols for handling LPG. The timeframe for delivery may depend on the order schedule and route; the Company will endeavor to deliver by the estimated delivery date or slot communicated on the platform, but does not guarantee an exact time due to logistical constraints or safety considerations.
 - Customer's Responsibility at Delivery: The Customer (or an authorized representative aged 18 or above) must be present to receive the delivery. Upon delivery, the Customer is expected to inspect the goods immediately in the presence of the delivery agent. This inspection should include verifying:
 - The quantity of cylinders or goods matches the Purchase Order and delivery challan.
 - The seals on cylinders are intact and official (indicating no tampering).
 - The weight of LPG in each cylinder (if applicable) appears correct (e.g., by checking the tare weight + gas weight).
 - No obvious defects or leaks are present in the cylinder (listen for hissing, smell for LPG odor) and that all supplied equipment (like valves) are in proper condition.
 - Acceptance of Goods: After inspection, the Customer (or representative) should confirm receipt of the delivery, either by signing a delivery note or digitally confirming on the platform (such as clicking "Delivery Received" or providing an OTP/code to the delivery partner). This confirmation indicates that the order has been delivered in apparent good order and correct quantity. Once confirmed, the goods are considered accepted by the Customer, and the risk of loss or damage to the goods transfers to the Customer at that point. The Customer assumes ownership and responsibility for the LPG and cylinders upon acceptance (subject to the Company's retained title in cylinders as covered in Section 6 for cylinder loans).
 - Reporting Issues at Delivery: If upon delivery inspection the Customer finds any discrepancy or problem – for example, shortage in quantity, wrong product delivered, visible damage, or a suspected defect – the Customer should immediately notify the delivery personnel and note the issue on the delivery acknowledgment (or report it through the platform). The Customer has the right to refuse acceptance of any cylinder or product that is clearly damaged, leaking, or not as per the order. In such case, the delivery partner will take back the affected item and the Company will arrange a replacement or issue appropriate credit as per Section 6 (Returns and Defective Goods). Any issues not raised at the time of delivery may be harder to prove later, so prompt inspection is critical.

- **Delays and Failure to Deliver:** The Company will inform the Customer of any significant delivery delays. If a delivery attempt is made on the agreed date but fails due to the Customer's absence or inability to accept, the Company may reschedule the delivery at the Customer's expense (additional delivery fee may apply for repeat attempts). If the Company fails to deliver without valid reason beyond the agreed window, the Customer may contact the Company for resolution, but minor delays or reschedules shall not constitute a breach of this Agreement given the safety-first approach in LPG logistics.
- **Transfer of Title:** The consumable portion of the goods (LPG gas/fuel) becomes the Customer's property upon delivery and acceptance. However, any cylinders or equipment provided by the Company remain Company property (on loan or deposit) as detailed in Section 6. The Customer shall not sell, transfer, or encumber the cylinders since they are not owned by the Customer.

6. Returns and Defective Goods Policy

- **Defective Goods Covered:** This section applies to defective or substandard LPG goods discovered either at the time of delivery or during proper use. Defects may include issues like a leaking cylinder, a faulty valve, under-filled cylinder (significantly less net weight than standard), or poor quality LPG that affects performance. Cosmetic damage to cylinders (like dents or paint) that does not affect safety or functionality may not qualify as a defect for return purposes, unless it violates safety standards.
- **At-Delivery Defects:** If the Customer identifies a defect or damage at the time of delivery (before acceptance), the Customer should refuse that item as noted above. The Company will take back the defective cylinder or product immediately with the delivery partner. The Company will then, at its option, either replace the product as soon as possible or issue a credit/refund to the Customer's account or original payment method for that item.
- **Post-Delivery Defects:** If a latent defect is discovered after acceptance (e.g., a leak that became apparent only when the cylinder is connected for use, or an equipment malfunction during usage), the Customer must notify the Company as soon as possible upon discovery. The notification should be made via the platform's complaint/return module or through customer service, providing details of the issue. For safety-related defects like leaks, the Customer should immediately turn off the gas supply, ventilate the area, and follow safety protocols; the Company will arrange for safe return or replacement promptly.
- **Return Authorization:** The Company will provide instructions for returning any defective product. In many cases, a service team or delivery partner will be dispatched to pick up the defective cylinder. The Customer should not continue using a defective cylinder (especially if it's leaking or unsafe). The returned item will be inspected and tested by the Company or the concerned vendor (if the platform involves third-party vendors) to validate the defect.
- **Credit Notes and Adjustments:** For any verified defective return, the Company or the vendor will issue a credit note or appropriate refund to the Customer. The credit value for a defective LPG cylinder return will generally correspond to the actual net content returned and the circumstances of the defect:
 - If the cylinder was full (unused) but defective (e.g., leaking valve), the Customer is entitled to a full replacement cylinder or full credit of the purchase price.
 - If the cylinder was partially used before a defect was noticed (e.g., a leak detected after some gas was consumed, or the gas quality was poor), the credit or refund may be pro-rated based on the net weight of gas remaining or unused. The Company will weigh the returned cylinder (subtracting the tare weight) to determine how much LPG is left, and issue credit for that remaining amount, or provide equivalent replacement gas.

- The Company will also credit any proportionate amount of deposit or other charges if the cylinder is returned permanently due to defect and not replaced.
- A credit note will typically be applied to the Customer's account on the platform, which can be used against future purchases, or a refund can be processed as per the original payment method, depending on Company policy and Customer preference.
- Conditions for Returns: This defective return policy applies strictly to genuine product defects or safety issues. It does not cover returns for convenience (e.g., if the Customer ordered too many cylinders or no longer needs the product, unless the Company's separate return policy allows it). LPG products are hazardous and not resalable once delivered and accepted (due to safety and purity concerns), hence non-defective returns or exchanges are generally not allowed once a cylinder leaves the Company's custody. The Customer is urged to order carefully and only what is needed.
- Quality Assurance: The Company and its vendors adhere to high quality standards and all cylinders are checked for appropriate weight and safety before dispatch. Any cylinder that doesn't meet legal weight standards or has visible faults is removed from circulation. However, in the rare event of a defect escaping inspection, the above remedies shall fully apply, and these are the Customer's sole remedies for defective goods.

7. Cylinder Security Deposit and Ownership of Cylinders

- Cylinder Ownership: All LPG cylinders (the physical containers) supplied to the Customer under this Agreement remain the property of the Company (or the relevant vendor, if the platform facilitates third-party suppliers). The Customer does not acquire ownership of the cylinders, except for the LPG fuel contained within them. The cylinders are provided to the Customer on a loan / usage basis for the sole purpose of consuming the LPG delivered.
- Security Deposit Requirement: The Customer is required to pay a security deposit for each cylinder issued to them. The amount of the deposit per cylinder is determined by the Company and is intended to cover the value of the cylinder asset. The total deposit amount will typically be specified in the Customer's invoice or the initial setup of service (e.g., ₹X per cylinder for Y cylinders = ₹X*Y deposit). This deposit may be a one-time payment held by the Company for the duration the cylinder is with the Customer.
- Deposit on Loaned Cylinders: In some cases, the Company may provide cylinders on loan without collecting the deposit upfront (for example, as a promotional offer or for long-standing customers in good credit). In such situations, the equivalent deposit amount for all cylinders in the Customer's possession will be recorded as a Security Deposit Due from the Customer. This means the Customer's account will reflect a liability equal to the deposit amount, even if the Customer has not paid it in cash. The Customer agrees that this amount is a debt due to the Company until the cylinders are returned or paid for.
- Record of Cylinders Held: The platform will track the number of cylinders delivered to and currently held by the Customer. For every empty cylinder that the Company exchanges with a full cylinder (common practice in LPG supply), the record updates accordingly. It is the Customer's responsibility to return the same number of cylinders as received over time to keep the balance even.
- Return and Refund of Deposit: When the Customer returns an empty cylinder to the Company (either during an exchange for a refill or upon termination of service), that cylinder is noted as returned. Upon return of all cylinders that the Customer had (in good usable condition, normal wear and tear excepted), the Company will refund the corresponding security deposit amount to the Customer. Refund can be through the original payment method or credited to the Customer's account/wallet as per Company policy. If the deposit was maintained as a due (not paid upfront), the due will be canceled or removed from the Customer's account statement upon return of the cylinders instead of a cash refund.

- **Failure to Return Cylinders:** If the Customer fails to return any Company-owned cylinder (for example, if a cylinder is lost, stolen, damaged beyond use, or not returned when service is terminated), the Company will charge the Customer for the cost of that cylinder. Typically, the cost charged may be the current market replacement value of the cylinder or a predetermined fee as stated in the Company's rate schedule. This charge may be satisfied by forfeiture of the security deposit for that cylinder (the Company can retain the deposit amount in lieu of the cylinder). If the deposit on record is not sufficient or not paid, the Company will invoice the Customer for the balance cost of the unreturned cylinder, and the Customer must pay that invoice upon receipt.
- **Condition of Returned Cylinders:** Cylinders returned by the Customer should be in a condition of normal usage. The Company expects cylinders to show normal wear but still be serviceable. If a cylinder is returned with excessive damage (beyond what would be expected from normal use and refilling cycles) due to the Customer's negligence or misuse – for example, damaged valve due to improper handling, or cylinder exposed to fire – the Company may deduct the repair or replacement costs from the Customer's deposit. The Customer should handle cylinders with care and follow all safety guidelines (do not drop cylinders, keep them away from open flames, etc.).
- **Cylinder Exchange and Verification:** In standard practice, when the Customer orders a new full cylinder, they should return an empty cylinder of the same type/capacity. The delivery personnel will verify the exchange. If the Customer cannot provide an empty cylinder at that time, it means the Customer's holding of cylinders increases by one, and thus an additional deposit may be required or recorded as due. Conversely, if the Customer returns extra empties (reducing their total held cylinders), the Company will refund or credit the deposit for the returned cylinder as described above.

8. Customer Virtual Wallet and Promotional Balances

- **Virtual Wallet Overview:** The Company's platform may provide the Customer with a virtual wallet or account credit system. The virtual wallet can hold monetary balance that the Customer can use for future purchases on the platform. Funds in the wallet can come from various sources: direct top-up by the Customer (prepaid deposits), refunds or credit notes issued by the Company (for example, credits for returns or goodwill), or promotional bonuses granted by the Company (such as referral bonuses, loyalty rewards, or other promotional schemes).
- **Using Wallet Balance:** The wallet balance (excluding promotional points, if distinguished) is essentially equivalent to cash for purchases on the platform. At checkout, the Customer may use available wallet funds to pay for an order (full or partial payment). If the wallet balance is insufficient to cover the order, the Customer will need to pay the difference through other payment methods. The platform will always show the wallet deduction in the payment summary.
- **Promotional Points/Credits:** Promotional balances (which might be in the form of points, coupons, or credits given by the Company) are subject to company policy and discretion. These promotional credits often have limitations: for example, they may only be applicable to certain products or orders above a certain value, they might have an expiry date, and they typically cannot be withdrawn as cash. The Company will specify the terms for each promotion (e.g., "Get ₹100 in credits on your first order – valid for 30 days, for LPG purchases only"). The Customer should refer to those specific terms on the platform's promotion details page.
- **Redemption Policy:** Redemption of wallet funds or promotional points is at the Company's discretion. While the Company will honor genuine credits earned by the Customer, it reserves the right to adjust or cancel promotional credits in cases of misuse, fraud, or if the promotion was issued in error. The Company may also impose maximum usage limits (for

example, not allowing more than a certain percentage of an order to be paid with promotional points). Any attempt to game or exploit the promotional system (such as creating multiple accounts to accumulate bonuses) is a breach of this Agreement.

- **No Interest or Transfer:** The funds or points in the Customer's virtual wallet do not accrue interest (they are not a bank account). The wallet balance is also non-transferable: the Customer cannot transfer money or points from their wallet to another customer's wallet, nor can they request the balance to be transferred outside the platform except through a refund process for valid reasons. Refunds from the wallet (withdrawing to a bank, for instance) may be allowed only in cases of service termination or regulatory requirement, and as per Company's policy. Generally, wallet balances should be used on the platform for purchases.
- **Account Closure:** If either party terminates the service or if the Customer account is closed, any remaining usable balance in the wallet (funds deposited by Customer or credits from returns) will be refunded to the Customer through an approved method (bank transfer, etc.), after deducting any pending dues. Promotional balances, however, are typically forfeited upon account closure unless required otherwise by law or specifically allowed by the Company as a goodwill gesture. The Company will provide a statement of account on closure showing how any final balance was resolved.

9. Limitations of Liability and Service Disclaimer

- **Service Scope:** The Company, via its platform and delivery partners, undertakes to provide the LPG supply service with reasonable care, skill, and in accordance with applicable safety standards. However, the Company disclaims certain liabilities to the fullest extent permitted by law, as detailed below.
- **No Liability After Delivery Confirmation:** Once the Customer has confirmed delivery and accepted the goods, the Company, the Platform, and the Delivery Partner are not liable for any deficiencies or issues that arise thereafter in the ordinary course of usage, except as expressly covered under the Defective Goods Policy (Section 6). This means that after acceptance, the responsibility for the storage, handling, and use of the LPG and cylinders lies entirely with the Customer. For example, if a cylinder is damaged or causes injury due to mishandling by the Customer or any third party after delivery, the Company is not responsible for that damage or injury.
- **Customer's Safe Use Obligations:** The Customer acknowledges that LPG is a flammable and pressurized substance, and agrees to use and store it safely. The Customer shall follow all safety instructions provided (either on the cylinder, by the delivery personnel, or in any user guide) and comply with all relevant laws and regulations regarding LPG usage (such as installation of regulators by licensed technicians, periodic checking for leaks, etc.). The Customer is solely liable for any loss or damage caused by improper use or storage of LPG cylinders at their premises. The Company strongly recommends that the Customer get their gas appliances installed and serviced by certified professionals and have appropriate safety measures (like gas leak detectors or ventilation) in place.
- **Limitation of Liability:** In any event, the Company's liability under this Agreement is limited. The Company is not liable for any indirect, consequential, punitive, or special damages (such as loss of business, revenue, or profit, or any third-party claims) arising out of the supply or use of the goods, even if advised of the possibility of such damages. For direct damages or losses (like property damage or personal injury) that are proven to result from the Company's negligence or willful misconduct (for instance, a defective cylinder that was negligently supplied causing damage), the Company's liability shall, to the extent permitted by law, be capped at either the value of the specific order in question or an amount specified by applicable law. Some jurisdictions do not allow certain liability limitations, so this clause will apply to the maximum extent allowed in the relevant jurisdiction.

- **No Liability for Service Interruptions:** The Company will try to ensure continuous availability of the platform and timely deliveries, but it does not guarantee that services will be uninterrupted or error-free. Platform downtime, technical glitches, or delivery delays can occur due to various factors (technical maintenance, high demand, logistics issues, force majeure events like natural disasters, strikes, regulatory restrictions, etc.). The Company shall not be liable for any losses or inconvenience caused by such interruptions or delays, but will make reasonable efforts to resolve issues and resume service.
- **Third-Party Services:** If the Company's services involve third-party vendors or delivery agents (for example, an independent transporter delivering the cylinders), these parties are deemed subcontractors of the Company. However, none of the Company, the platform, nor the vendor/delivery partner shall bear liability for each other's unforeseen failures. In other words, while the Company will coordinate third-party services, any claims for non-performance or mishandling by a third-party may be passed through to that party. The Customer agrees that their remedy for any delivery issue will be against the Company as per this Agreement, and the Company may at its discretion pursue the matter with the third-party, but the Customer will not hold individual delivery personnel or platform technology providers personally liable.
- **Indemnification:** The Customer agrees to indemnify and hold harmless the Company, its affiliates, officers, employees, and agents from any claims, losses, or damages (including legal fees) arising out of the Customer's breach of this Agreement or misuse of the products. For example, if the Customer resells the LPG or cylinder in violation of this Agreement and a third-party is injured or makes a claim, the Customer will be responsible for all consequences, and must indemnify the Company against any resulting liability. This indemnity survives termination of the Agreement.
- **Exclusive Remedy:** The Customer's exclusive remedies for any failure on the part of the Company are limited to those expressly stated in this Agreement (such as replacement/credit for defective goods, or refund for undelivered orders). Outside of those remedies, the supply of LPG is provided on an "as is" basis, and the Customer uses it at their own risk, assuming full responsibility after acceptance.

10. Term and Termination

- **Term of Agreement:** This Agreement commences when the Customer registers on the platform and accepts these terms (or when the Customer otherwise first orders and receives goods from the Company, thereby implicitly agreeing to the terms). The Agreement remains in effect until terminated by either party as outlined below. Each individual order and supply transaction will be governed by this Agreement, and certain provisions (such as liability limitations, indemnity, unpaid obligations, and applicable law) shall survive beyond termination with respect to events that occurred during the term.
- **Termination by Customer:** The Customer may terminate this Agreement at any time by ceasing to use the service and closing their account, provided that all outstanding obligations are fulfilled. This includes giving written or electronic notice to the Company of the intent to terminate, settling any pending payments, and returning all Company-owned cylinders or other equipment in the Customer's possession. The Company will process the account closure and confirm termination once these conditions are met. If the Customer wishes to temporarily suspend orders (but not fully terminate the account), they should communicate with the Company; otherwise, inactivity does not automatically terminate the Agreement until account closure.
- **Termination by Company:** The Company may terminate or suspend the Customer's account and this Agreement under the following circumstances:
 - **Breach of Terms:** If the Customer is in breach of any material term of this Agreement (for example, failure to pay, misuse of cylinders, providing false KYC

information, reselling product, etc.) and does not cure the breach within a reasonable time after notice (if the breach is curable), the Company may terminate service. Some severe breaches (like safety violations or fraud) may result in immediate termination without prior notice to protect the Company's interests or public safety.

- **Regulatory or Safety Reasons:** If changes in law or safety regulations prohibit the Company from supplying the Customer (for instance, if the Customer's location becomes a non-serviceable area due to legal restrictions, or the Customer is found to lack required licenses for commercial LPG use), the Company may terminate the Agreement with appropriate notice.
- **Inactivity or Program End:** If an account remains inactive for a prolonged period or if the Company decides to discontinue the platform or a specific LPG supply program, it may terminate the Agreement by giving notice to the Customer. In case of a general discontinuation, the Company will endeavor to give advance notice so Customers can use up or return cylinders and utilize wallet balances.
- **Consequences of Termination:** Upon termination, no further orders will be accepted or processed for the Customer. The Customer must promptly return any remaining Company-owned cylinders. The Company will refund any due security deposits as per Section 7 once cylinders are returned. Likewise, the Company will return any remaining wallet funds (not promotional credits) to the Customer after offsetting any pending charges. Any final invoice for outstanding deliveries or unreturned assets will be raised, which the Customer agrees to pay immediately. The Customer's access to the platform will be revoked after termination is finalized. Both parties remain liable for any obligations and liabilities incurred prior to termination.
- **Survival of Terms:** Any clause of this Agreement which by its nature is intended to survive termination (such as indemnity, liability limits, governing law, dispute resolution, and any outstanding payment obligations) shall survive the end of the Agreement. Termination does not absolve the Customer of liability for unreturned cylinders or unpaid dues that arose during the term.

11. General Provisions

- **Amendments:** The Company may amend or update the terms of this Agreement from time to time. Such changes will typically be communicated via the platform (for example, an updated terms and conditions link or a notice to the registered email/mobile). The Customer's continued use of the platform or new orders after such notice constitutes acceptance of the revised terms. If the Customer does not agree to a material change, they have the option to stop using the service and terminate the Agreement (returning cylinders and settling dues as described). It is the Customer's responsibility to review updates to terms when notified.
- **Entire Agreement:** This Agreement (along with any associated schedules, annexes, or policies explicitly referenced, such as the Privacy Policy, platform Terms of Use, or specific promotional terms) constitutes the entire agreement between the Company and the Customer regarding the subject matter hereof, and supersedes all prior or contemporaneous communications, understandings, or agreements (whether oral or written). The Customer acknowledges that no oral promises or conditions not included in this written Agreement are binding.
- **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or regulatory authority of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable (or, if it cannot be made enforceable, it shall be severed from the Agreement) and the remaining

provisions shall remain in full force and effect. The intent of the parties is that the Agreement's purpose be upheld to the furthest lawful extent.

- **Force Majeure:** The Company shall not be considered in breach of this Agreement or liable for any failure to perform its obligations (including delivery of LPG) if such failure results from circumstances beyond its reasonable control. This includes, but is not limited to, acts of God, natural disasters, fires, explosions, floods, epidemics, quarantine restrictions, war, terrorism, civil disturbances, labor strikes, governmental actions, or any other event of force majeure. During such events, obligations are suspended. The Company will communicate with the Customer about any service interruptions and will resume performance as soon as feasible. If a force majeure event persists for an extended period, either party may have the right to terminate the Agreement with notice, especially if service becomes impossible or illegal.
- **No Waiver:** If the Company fails to enforce any right or provision of this Agreement or delays in doing so, this shall not constitute a waiver of that right or provision. Any waiver by the Company of a breach of any term shall not be interpreted as a waiver of any subsequent breach or of the term itself. All waivers must be explicit and in writing to be effective.
- **Assignment:** The Customer may not assign or transfer this Agreement or any of its rights or obligations to any other party without the prior written consent of the Company. For example, the Customer cannot transfer their account or the cylinders in their possession to another person without permission. The Company may assign or novate this Agreement to an affiliate or as part of a business reorganization, merger, or sale of substantially all of its assets related to this service, by providing notice to the Customer. This Agreement will bind and benefit any permitted successors and assigns.
- **Notices:** Communications regarding this Agreement will primarily be through electronic means. The Customer agrees that notices, invoices, statements, and other communications may be sent by the Company via email to the registered email address, via SMS/WhatsApp to the registered phone number, or via notifications on the platform. Formal legal notices if required (e.g., notice of termination or breach) should be sent in writing to the parties' official addresses (the Company's registered office address and the Customer's billing or registered address) either by hand delivery, certified mail, or recognized courier. Notices will be deemed received as per the following: immediate if electronically sent (and no bounce-back received), or within 5 business days if mailed to domestic addresses (longer for international). It is the Customer's responsibility to keep their contact information up to date in the platform settings.
- **Governing Law and Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is registered and primarily operates (unless a different governing law is mandated by the area of service). Both the Company and the Customer agree that any disputes arising under or in connection with this Agreement will first be attempted to be resolved amicably through mutual discussion and negotiation in good faith. If a resolution cannot be reached, then, depending on the Company's policy and local laws, disputes may be referred to binding arbitration under the rules of a reputable arbitration body (e.g., the Indian Arbitration and Conciliation Act, if in India, administered by an arbitral institution) or resolved in the courts of the relevant jurisdiction. The specific venue and method of dispute resolution shall be as provided in the Company's detailed terms or as per statutory requirements. Each party will bear its own costs in any dispute resolution process, but the prevailing party may be entitled to recover legal fees and costs if awarded by the arbitrator or court.

- **Legal Compliance:** The Customer and Company shall comply with all applicable laws, regulations, and guidelines relating to the storage, sale, transportation, and use of LPG. This includes adherence to safety codes, weight and measure regulations, and obtaining any necessary governmental approvals or licenses. If any license, permit, or approval held by the Company is revoked or laws change such that continuing supply under this Agreement is not lawful, the Company may suspend or terminate services without liability (as per Termination clause), after duly informing the Customer.
- **Relationship of Parties:** Nothing in this Agreement is intended to create any partnership, joint venture, or agency relationship between the Company and the Customer. The Customer is purchasing goods as an end-user (or for internal business consumption, not for resale unless authorized in writing). Neither party has the authority to bind the other to any third party or act on behalf of the other beyond the terms of this Agreement.
- **Headings and Interpretation:** The headings of sections in this Agreement are for convenience only and shall not affect the interpretation of the provisions. Words in the singular include the plural and vice versa as the context may require. If this Agreement is executed in multiple languages or translated, the English version (or the primary language of the Company's issuance of terms) shall prevail in case of conflict.

12. Acceptance and Sign-off

By registering on the platform and/or by digitally signing or clicking acceptance of this Agreement, the Customer confirms that they have read, understood, and agreed to all the above terms and conditions. The Customer also acknowledges the receipt of a copy of this Agreement via electronic means.

Both Parties agree that this Agreement may be executed electronically and that electronic signatures or acceptances are valid and enforceable. The records maintained by the platform of the Customer's acceptance shall be conclusive proof of execution and acceptance of the Agreement by the Customer.