



**EUREKA GAS**  
**03 9743 7998**

www.eurekagas.com.au

(creditor)watch<sup>®</sup>  
 member

Doritec Pty Ltd trading as Eureka Gas  
 A.B.N. 58 117 454 001  
 PO Box 682 Melton 3337. Ph.03 9743 7998 Fax: 03 9746 6381

customer no.

## Trade N Go Gas Agreement

THIS AGREEMENT IS BETWEEN DORITEC PTY LTD AND:

|                  |       |                  |                     |
|------------------|-------|------------------|---------------------|
| BUSINESS NAME    |       | CONTACT'S NAME   |                     |
| BUSINESS ADDRESS |       |                  | POST CODE           |
| PHONE            | EMAIL | CONTACT'S MOBILE | A.B.N. NUMBER       |
| MAILING ADDRESS  |       |                  | DRIVERS LICENCE NO. |

### DEPOSITS

**In consideration of Coregas loaning a Trade N Go (TNGG) cylinder to the customer, the customer has lodged a deposit with Coregas for each cylinder**

The cylinders in this agreement always remain the property of Coregas. Coregas hold the customers deposit as security against damage, defacement, or loss of the cylinder. The customer is responsible for any damage to or loss of the loaned cylinder and the customers deposit may be used in part or full to compensate Coregas for the aforementioned if necessary

Coregas will return the customers deposit when a TNGG cylinder is returned within 2 years of it being borrowed, and in good condition. If the customers TNGG account has been inactive for 2 years or more Coregas reserve the right to deem the cylinder abandoned and forfeit the customer's deposit.

The return of a deposit may be deferred where the cylinder is not in our opinion in good condition, in which case it will be sent to Coregas for evaluation. The customer is responsible for the cost of repair or replacement of damaged or lost cylinders.

### PRICING AND PAYMENT

Payment for Trade N Go gas and deposits is required at the time of order

| GAS           |      | DEPOSIT | GAS           |       | DEPOSIT |
|---------------|------|---------|---------------|-------|---------|
| OXYGEN D      | \$69 | \$200   | OXYGEN E      | \$129 | \$323   |
| ACETYLENE D   | \$99 | \$200   | ACETYLENE E   | \$159 | \$399   |
| MIG GAS 5/2 D | \$99 | \$200   | MIG GAS 5/2 E | \$159 | \$323   |
| ARGON D       | \$99 | \$200   | ARGON E       | \$159 | \$323   |

Prices include GST (There is no GST on deposits). Prices may vary without notice

**Customer Signature**

**Date:**

**Signed for Doritec Pty Ltd**

**Date:**

**Trade N Go Gas (TNGG) Terms and Conditions  
Eureka Gas (Doritec Pty Ltd) A.B.N. 58 117 454 001**

1. These conditions are issued by Eureka Gas and apply in addition to the prevailing Coregas general terms and conditions of sale.
2. To obtain their first supply of Trade N Go gas the customer must complete this registration form and provide photo ID
3. Completion of this form is required only once unless the customer changes their details, in which case they should advise Eureka Gas.
4. In this agreement the customer is registering their details in order to borrow a Coregas Trade N Go cylinder on deposit. The customer is not purchasing a cylinder; only the gas content of the cylinder.
5. Upon completion of registration, Eureka Gas will open a "payment with order" Eureka Gas Account for the customer.
6. Payment for gas and deposits is required at the point of sale. Trade N Go products cannot be placed on a Coregas or Eureka Gas trading account.
7. In this agreement the customer has stewardship of the Coregas Trade N Go cylinders. In the event that the cylinder/s are lost, defaced, or damaged, the customer hereby agrees to pay Coregas for repair or replacement of the cylinder/s at the discretion of Coregas.
8. Cylinder deposits are held by Coregas. They may be forfeited if the customers TNGG account is inactive for two years or more.
9. Title in the gas in the cylinders remains with Eureka Gas until paid for in full by the customer, at which time title passes to the customer.
10. Title in the cylinders always remains with Coregas
11. If delivery is requested, a courier delivery charge will apply unless the delivery location is within the Eureka Gas free delivery zone. Please confirm delivery costs before purchasing. See [www.eurekagas.com.au](http://www.eurekagas.com.au) for free delivery zones/times.
12. Deliveries are deemed to have been completed if signed for by the customer OR the delivery driver.
13. Eureka Gas may amend these and other trading terms without notice. We may also adjust prices periodically to reflect increases in our costs
14. The customer indemnifies and keeps Eureka Gas indemnified against any claims which may be brought against it, in respect of any loss or damage arising from any fault or defect in the gas, the cylinders, or the operation thereof, except where such loss or damage is caused by the negligence of Eureka Gas.
15. The customer will comply with all current state and federal regulations and undertakes and warrants that:
  - The customer is competent to handle and use Trade N Go gases.
  - The cylinders will not be used if known by the customer to require maintenance or repair.
  - The customer will remove and isolate cylinders without delay if the supply of gas from them adversely affects the customer's equipment.
  - No alteration, replacement, adjustment or repair to the cylinders will be carried out by the customer.
16. This agreement is effective until all cylinders have been returned to Eureka Gas. To end this agreement the customer must pay all monies owing to Eureka Gas and return all cylinders in good condition. The cost of repair or replacement of cylinders will be charged to the customer if cylinders are not returned in good condition
17. Eureka Gas will not be liable for any loss or damage in respect of, or relating to the customers storage, use, and handling of the cylinders and gas, and Eureka Gas hereby disclaims all implied conditions and warranties and all prior representations and statements in respect of or relating to the customers use of or handling of Trade N Go gases
18. The customer may have other rights implied by law, which cannot be excluded by this agreement. Nothing in this agreement shall limit the benefit of those conditions, warranties and rights. However, where under such a law Eureka Gas is permitted to limit its liability in respect of a breach of such implied conditions, warranties or rights, Eureka Gas hereby limits its liability to the fullest extent permissible under that law.
19. Any notice required to be given shall be sufficiently served on the receiving party if delivered or posted to the address of the receiving party herein given or as last known to the sender. Notices are deemed to have been served at the time they would be received in the ordinary course of post.
20. Any clause or part of a clause, which may be invalid or unenforceable, shall be capable of being severed without affecting other clauses hereof.
21. Privacy: Where the customer has agreed, we will periodically send them communications about our products and services. To view our privacy policy please visit [www.eurekagas.com.au](http://www.eurekagas.com.au). Customers may opt out by emailing us at [privacy@eurekagas.com.au](mailto:privacy@eurekagas.com.au)