

## CO2 CYLINDER RECYTAL

Date: \_\_\_\_\_ ABN No: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Dear SodaKING Merchant,

Welcome to the SodaKING Family and congratulations on your decision to become an authorised SodaKING Cylinder Exchange Distributor!

The following describes the mode of operation for our cylinder distributor. Please read it carefully and sign below:

1. The SodaKING Cylinders remain the property of SodaKING and its affiliates and are loaned to you under license. You cannot refill them or give them to a third party for re-filling. By abiding by this we can remain responsible for the legal and regulatory compliance, as well as safety, of the cylinders. Moreover, our warranty on Sodastream machines is valid only when a cylinder that is filled by us is used.
2. We will provide you with an **Exchange Cylinder Stock** of \_\_\_\_\_ SodaKING Cylinders. You will use these Cylinders (and any replacement thereof) solely to exchange empty SodaKING Cylinders returned by consumers for full SodaKING Cylinders of the same type and size for the price of their gas contents (the "**Gas Refills**") only. They are being provided to you as a loan and remain SodaKING's property at all times. Any changes to the stock will be made between us in writing in advance;
3. In order for you to exchange your customers' empty SodaKING Cylinders with full ones; we will supply you from time to time with full SodaKING Cylinders, in accordance with your orders, on the basis that for each full SodaKING Cylinder we deliver you will return an empty one of the same type and size at the same time. In this case you will pay only the price of the Gas Refill for each SodaKING Cylinder delivered to you.
4. Cylinders are to be returned in the MTB boxes in which they are delivered, 18 cylinders per MTB. Any MTB returned short of cylinders will see the rate of \$25 (Twenty-Five Australian Dollars) exclusive of GST per missing Exchange Cylinder ("Cylinder Value") charged for each missing cylinder.
5. During the months of January and July of each calendar year, you will perform a stock take of your Exchange Cylinders and advise us no later than 30 (thirty) days after the stock take has been completed, of the balance counted. Exchange Cylinders orders and returns shall be halted two weeks prior to the stock take date in order to allow Exchange Cylinders in transit to reach their destination. Exchange Cylinders orders and returns will recommence after the stock take has been completed in each store. In the event that the quantity of Exchange Cylinders according to the stock take is less than the quantity registered by SodaKING in accordance with this agreement, you shall pay for such, at the next normal payment cycle a non-returnable sum of \$25 (Twenty-Five Australian Dollars) exclusive of GST per missing Exchange Cylinder ("**Cylinder Value**"). In determining the amount to be paid, you will not be liable for Exchange Cylinders damaged during transit by third parties. We will both make all commercially reasonable endeavours to reconcile an accurate figure for the Cylinder Values to be paid, taking account of any adjustments that may be required to agree on an accurate count of the Exchange Cylinders in the stock take.
6. If a consumer requests a return fee for a SodaKING Cylinder, please refer such consumer directly to us.
7. If we terminate our relationship, and if we so request, you will return to us all the SodaKING Exchange Cylinders you hold.
8. After termination, you will not receive, collect, fill and/or in any other way handle the SodaKING Cylinders.
9. Neither of us shall be entitled to make any claim or demand whatsoever against the other for loss of profits, loss of business or such goodwill as may have accrued in respect of the SodaKING Cylinders.

We look forward to a fruitful mutual business relationship.

\_\_\_\_\_  
SodaKING Retailer Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
SodaKING Australia P/L