

## CONDITIONS OF SALE

1. Where the seller delivers in bulk it is the Buyer's responsibility.

- (a) to provide a safe and suitable bulk storage installation which complies in all respects with all relevant requirements of, and regulations made by H.M. Government or other competent authority.
- (b) to ensure that the storage tank into which delivery is to be made will accommodate the full quantity ordered without incidental risk to the Buyer's or Seller's property, servants or agents.
- (c) to provide prompt and safe passage for Seller's vehicles, without incidental risk to the Buyer's or Seller's property, servants or agents (direct negligence by the Seller's servant's or failure of or defect in their equipment solely excepted).
- (d) not to call upon the Seller to deliver if Seller is known to consider the conditions at the Buyer's premises unsafe for Seller's vehicles.

2. The buyer hereby agrees with the Seller strictly to observe all the conditions of his petroleum storage licence and that he will not allow any smoking or naked lights nor permit any stoves, electric or gas fires or radiators to function in proximity to a tank or inlet pipe into which a delivery of spirit is being made or a vent pipe connected to such a tank.

3. The Seller reserves the right to make a charge if a scheduled delivery cannot be effected or if a vehicle is unduly delayed at the delivery point provided such abortive delivery or delay is not the fault of the Seller or the Seller's employees.

4. The Seller reserves the right to make a charge to the Buyer if due to premature ordering and/or over-ordering the total order cannot be delivered at one time.

5. The Seller's measurements of quantity will be accepted by the Buyer.

6. Duty rebated products supplied must only be used by the Buyer in strict accordance with the Customs and Excise Regulations and Conditions relating to the same at the time of delivery.

7. Where the Buyer is a commercial Customer the products are sold exclusively for his own use or trade purposes only and must not be resold transferred or disposed of to any other person, firm, company or corporation within the United Kingdom and must be used only by the Buyer in the course of Buyer's business.

8. Where Products are supplied in packages, the packages contain full measures when delivered by the Seller but owing to the volatile nature of petroleum the Seller cannot be held responsible for any shortage after the packages have left the Seller's premises.

9. The products supplied will be charged at the prices ruling on the date of delivery irrespective of the date of order. Prices include applicable Government taxes and duties, other than Value Added Tax which will be shown separately. The Buyer will account to the Seller for increases attributable to changes in the rates of such taxes or duties or to the introduction of new taxes or duties which attach to the product at the time of delivery.

10. The Seller's terms of settlement are cash on or before delivery as the Seller may require and any relaxation granted by the Seller may be withdrawn at any time without notice. A priced invoice will either be delivered by the driver at the time of delivery or by mail as soon as practicable after delivery. If credit terms are agreed the Seller reserves the right to make a credit charge on any monies not received by the Seller by the due date. Payment made by credit card will be subject to a charge covering the cost of processing payment as charged to the Seller by the credit card companies.

11. The Buyer will indemnify the Seller against any damages, claims, expenses or costs which may arise as a result of the non-observance of these conditions by the Buyer.
12. When the Buyer has signed a supply contract with the Seller, the terms of such contract shall prevail if inconsistent with these conditions.
13. The Seller will use its best endeavors to deliver in accordance with any time properly quoted by its delivery clerk but this does not make time the essence of delivery. In particular the Seller shall not be liable for any failure to fulfill any terms of this Agreement if fulfillment is delayed or prevented for any reason outside the control of the Seller which shall be deemed to include but not be limited to: strikes, lockouts, Acts of God, war, hostilities, national emergency, breakdown of machinery, plant and transport.
14. Risk of loss or damage to the products sold to the buyer shall pass to the Buyer at the time of delivery but title in such products will not pass to the Buyer, and title therein shall remain vested in the Seller, until payment in full of the invoice price thereof and sums due and owing from the Buyer to the Seller on any account whatsoever. Until such time, the Seller shall be entitled to redelivery of the products and, for the purpose of inspecting or recovering the same, to enter upon any premises where any such products are stored or thought to be stored. If the Buyer shall at any time mix such products with similar products the property in the whole of such mixture, excepting such part of the mixture which may have been sold or used by the Buyer, shall be deemed to be and remain with the Seller until payment as aforesaid and if the products are redelivered to the Seller in satisfaction of such payment due and owing then any surplus after satisfaction shall be redelivered to the buyer.
15. The Buyer shall maintain storage tanks and associated equipment of every kind in such manner that such tanks and equipment do not become the cause of environmental pollution of any kind by reason of such tanks or equipment leaking or spilling in any way. In the event that such environmental pollution is caused by leakage or spillage from the Buyers tanks or equipment the Buyer shall be responsible for cleanup to the standard required by the relevant statutory authority. The Buyer hereby indemnifies the Seller against any costs, fines, or expenses of any kind incurred by or upon the Seller as a result of the failure of the buyers tanks or equipment. The Seller will ensure that the delivery truck and associated equipment is properly maintained so as not to cause environmental pollution through spillage. Where spillage occurs during delivery, the responsibility for cleanup will be dealt with as set out in the Sellers environment policy.