

TERMS & CONDITIONS OF TRADE

1 CPS Fuels Ltd. will be referred to as "The Seller".

2 The Buyer will be deemed to be any person/company/legal entity entering into a contract with the Seller.

3 ORDERS

- 3.1 Any order placed by the buyer whether orally, in writing, or in electronic form, shall constitute a binding contract of sale once the Seller has accepted it.
- 3.2 Unless otherwise agreed in writing by the Seller, all products shall be supplied in accordance with these conditions, to the exclusion of any terms and conditions (if any) stipulated by the Buyer and any representations, warranties or communications not expressly incorporated in these Conditions.
- 3.3 The Buyer shall be solely responsible for ensuring the accuracy of the terms of any order.
- 3.4 The Seller reserves the right to amend or cancel ordered quantities without notice in order to comply with any legal restrictions or credit limits, whether previously agreed with the Buyer or not.

4 PRICE

- 4.1 The price is that agreed on the date of order, subject to any increase to any tax or duty imposed or occurring up to the date of delivery. In the event that no price has been agreed, the price shall be the seller's selling price at the date of order.
- 4.2 The price shall include all duties, levies or other imposts (excluding VAT).
- 4.3 The price shall not be affected by any payment made on delivery.
- 4.4 The unit price of any products may vary depending on the quantity ordered. If the seller is unable to deliver the ordered quantity (due to lack of ullage in the tank, or at the request of the Buyer/Buyer's agent) the seller shall be entitled to increase/reduce the unit price of the products to reflect the delivered quantity.

5 PAYMENT

- 5.1 Payment shall become due on or before delivery, unless alternative arrangements have been expressly agreed by the Seller.
- 5.2 Credit shall only be available to the Buyer subject to the completion to the seller's credit application form and the Seller's written acceptance thereof.
- 5.3 The offer of credit to any Buyer and the continuation of such credit terms shall be at the Seller's sole discretion.
- 5.4 The Buyer shall, unless expressly agreed otherwise, pay a Credit Charge equivalent to two pence per litre which can be deducted if payment is made within the agreed payment terms.
- 5.5 If credit is granted to the Buyer payment shall be made not later than 30 days from date of delivery, unless other terms have been expressly agreed.
- 5.6 The Seller reserves the right to charge interest on overdue monies due from domestic customers at the rate of 5% above HSBC Plc base rate as published and varied from time to time, such interest to accrue on a daily basis until payment is made without deduction of tax. For commercial customers the rate of interest shall be set in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 The Seller reserves the right to assign any outstanding debts to a debt recovery agency. Any additional costs incurred by the Seller will be added to the Buyer's account and will be born by the Buyer.
- 5.8 The Seller reserves the right to issue County Court Proceedings to recover any outstanding debts. Any additional costs incurred by the Seller will be added to the Buyer's account and will be born by the Buyer.
- 5.9 Payment shall not be deemed to have been received until the Seller is in receipt of cleared funds.
- 5.10 The Seller reserves the right to make an administration charge for any unpaid cheques or Direct Debits.
- 5.11 The Seller does not store card payment details, and details must be given at the point of each order.
- 5.12 The Seller reserves the right to suspend or cancel any outstanding orders until any overdue monies (including any costs or interest) have been paid in full.
- 5.13 Any refunds requested by the Buyer and agreed by the Seller shall be made as soon as reasonably possible, and within 30 days of the request being made.
- 5.14 If the Buyer chooses to participate in the Seller's monthly payment scheme ("Pay Monthly Account" or "PMA") they will be required to complete and return an application form. This information will be used in accordance with condition 6.
- 5.15 The Buyer is free to pay a monthly amount of their own choosing onto their account with the Seller which will be held in their account and used as payment for deliveries. Any shortfall between the payments held on the Buyer's account and the cost of the delivery will become due on the date of delivery and must be paid in full.
- 5.16 Either party may cancel the Budget Scheme at any time. Any arrears will then become immediately payable by the Buyer, and any refunds due to the Buyer will be made as soon as practicably possible, notwithstanding condition 5.14.
- 5.17 The Seller shall provide quarterly, or on request, a summary of payments received and deliveries made.
- 5.18 Where the Budget Scheme account balance is not settled after delivery, and this has not been expressly agreed, the Seller shall be entitled to pursue recovery of any overdue sums in accordance with these terms and the Seller's credit policy.
- 5.19 The Seller reserves the right to vary the monthly amount paid, giving the appropriate notice to the Buyer.

6 DATA PROTECTION

- 6.1 The Seller agrees to comply with all current Data Protection legislation, and will use and process the Buyer's personal details in accordance with the Seller's privacy policy. In particular the Seller may supply the Buyer's personal data to third parties such as credit reference agencies to assess the Buyer's credit status.
- 6.2 The Buyer agrees that the Seller will use personal information provided by the Buyer in order to conduct appropriate anti-fraud checks. Personal information provided by the Buyer may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- 6.3 The Seller shall reserve the right to monitor and record information relating to the Buyer's trade credit performance and such records may be made available to other organisations to assess applications for credit.
- 6.4 The Seller shall maintain and apply an appropriate privacy policy, a copy of which will be available on their website, or on request.
- 6.5 It will be the responsibility of any Third Party or Syndicate Organiser to inform their customer that the Seller will be delivering.

7 INSOLVENCY OR DEFAULT OF THE BUYER

- 7.1 If the Buyer makes default in or commits any breach of any of its obligations under these conditions; or if any distress or execution is levied upon him or his assets; if he makes or offers to make any arrangements with his creditors or any petition or receiving order in bankruptcy is presented or made against him; if any resolution or petition to wind up the Buyer is passed or presented otherwise than for the purposes of a solvent reconstruction or amalgamation; if a petition is presented for an administration order to be made in respect of the Buyer, or if any such administration order is made, or if an administrator(s) is appointed in respect of the Buyer, or if a receiver(s) is appointed in respect of the Buyer, his undertaking, property or assets or any part thereof, the Seller shall (without prejudice to any claim or right the seller might otherwise make or exercise) have the right forthwith to determine the contract by summary notice and all amounts payable by the Buyer to the Seller under any contract whatsoever shall become due and payable immediately, notwithstanding any terms of credit.
- 7.2 The Buyer shall grant the seller an irrevocable licence, during reasonable hours, to enter any premises (with or without vehicles) where the products are or may be stored in order to inspect them, or where the buyers right to possession has been terminated, to repossess and recover them. In event the product is indistinguishable, to take possession of a product of a like quality or quantity and dispose of the products so as to discharge any sums owed to the seller under any contract.

8 DELIVERY

- 8.1 The Seller will make every effort to effect delivery in accordance with the Buyer's requirements.
- 8.2 No delivery date is guaranteed and time shall not be of the essence.
- 8.3 All deliveries to be made within the Seller's normal business hours.
- 8.4 The Buyer must provide a safe and suitable point of access to the storage tank, and shall provide every facility to ensure the products can be promptly and safely discharged or offloaded.
- 8.5 It is the Buyer's responsibility to provide storage facilities that conform to all relevant Health and Safety regulations current at the date of delivery. The Seller or Seller's agent reserves the right to refuse delivery if the Seller/Seller's agent feels the Buyer has not conformed to all relevant safety regulations.

- 8.6 It is the Buyer's responsibility to mark any out of use tanks, unsafe tanks or unsafe equipment clearly. The Buyer agrees to indemnify the Seller for any loss or damage caused by the Buyer's negligence or failure to comply with this condition.
 - 8.7 If the Seller is unable to effect delivery to the Buyer by reason of the failure of the Buyer to satisfy any of the above Conditions (including the Buyers, or Buyer's representative, refusal to accept delivery) the Buyer shall pay the Seller a non-delivery charge equal to £50.00 sterling plus VAT at the appropriate rate.
 - 8.8 The Buyer shall ensure that it shall not permit smoking or the use of naked lights, electric or gas fires or radiators near to any tank or inlet pipe into which a delivery of the products is being made or in the vicinity of any vent pipe connected to a tank. The Buyer will fully indemnify the seller against any damage or costs arising from any failure to comply with this condition and shall retain appropriate insurance cover for that purpose.
 - 8.9 Practical logistics and the nature of the products may mean that exact quantities cannot be delivered. If the delivered quantity is up to 10% more or less than the ordered quantity, the Buyer shall accept and be liable for payment at the agreed pro rata rate.
 - 8.10 The Seller may deliver the product by instalments. Payment will become due once the final instalment has been delivered, unless other terms have previously been agreed expressly by the Seller.
 - 8.11 If delivery is made to an incorrect tank the Seller has the right to enter any premises (with or without vehicle) during any reasonable hour and recover the product.
 - 8.12 If the product is delivered to an incorrect tank as a result of the Buyer/Buyer's agent negligence, the Buyer will bear the cost of recovering the products.
 - 8.13 The Seller shall not accept responsibility for the dipping, checking or testing of the Buyer's tank/s.
 - 8.14 It is the Buyer's responsibility to ensure there is sufficient ullage in the storage tank to accept the quantity ordered.
 - 8.15 The measurements of the Seller or its agents shall be conclusive as to the quantities delivered; in particular:
 - 8.15.1 At unmanned premises – the drivers confirmation as shown on the reading stated on the invoice/delivery note;
 - 8.15.2 At manned premises – signature of the Buyer or the Buyer's agent on the invoice/delivery note, or in the absence of such signature, as in accordance with unmanned premises.
 - 8.16 The Seller shall accept no responsibility for any damage whatsoever caused from the failure on the part of the Buyer to comply with 8.13 and 8.14 above.
- 9 TITLE & RISK**
- 9.1 The Seller shall be deemed to be the owner of the products and shall retain property in and legal title to all sums owing, until all sums due to the Seller have been paid
 - 9.2 All risk shall pass to the Buyer on the product passing the flange of the tank or associated pipe that the Buyer, or Buyers agent, has requested the product to be delivered.
 - 9.3 Nothing in 9.1 and 9.2 above shall prevent the Buyer (being a distributor of products) from reselling the products to any third party in the normal course of business, on the condition that the proceeds of any such resale are held by the Buyer in trust for the Seller and the Buyer shall, whenever so required by the Seller, assign to the Seller all his rights against third parties in connection with the products.
- 10 ADVERTISING AND RESALE**
- 10.1 The Buyer shall not:
 - 10.1.1 Cause or permit the advertisement or sale of any of the Seller's products under the Seller's name or trademarks or descriptions, without the Seller's prior written consent, or, under the Seller's name trademarks or descriptions of any petroleum products which have not been supplied by the Seller; and in default the Buyer shall indemnify the Seller in respect to all costs claims damages or other loss however suffered, made or imposed.
 - 10.1.2 Re-sell, transfer or otherwise dispose (save by their own consumption) of any products which the Seller has delivered to the Buyer which it treats as a consumer.
- 11 FORCE MAJEUR**
- 11.1 The Seller shall not be liable for any failure or delay in performance of their obligations if, and so long as, such performance is prevented or hindered by circumstances of any kind whatsoever outside the seller's direct control.
 - 11.2 If any such circumstances prevent or hinder the seller in supplying the full quantity of products to the buyer and also at the time maintaining in full it's other business, the Seller may withhold, suspend or reduce deliveries under any contract to such an extent as the Seller in its absolute discretion considers appropriate, but the Buyer shall remain free to purchase from other Suppliers any resultant deficiency of any delivery which remains outstanding one month after the deliveries were first affected by the operation of this specific condition.
- 12 LIMITATION**
- 12.1 Any dispute or difference relating to the quantity or quality of the products not otherwise provided for under these terms and conditions shall be notified to the Seller within 72 hours of the delivery and in relation to the price not later than 72 hours of receipt of invoice or statement in default of which the Buyer shall have waived all remedies in respect thereof and shall thereafter be estopped from challenging the same.
 - 12.2 In the event of a dispute there shall be no right of set off for the Buyer against any sums outstanding to the seller.
- 13 LIABILITY**
- 13.1 The Seller's liability in terms of this schedule of conditions is in lieu of and in exclusion of all other warranties, conditions or obligations imposed or implied by statute, or otherwise in relation to the quality or description of the goods, or their fitness for any particular purpose, and all liability for any loss or damage, whether direct, indirect or consequential (howsoever arising) is hereby expressly excluded.
 - 13.2 The Buyer shall indemnify the Seller against all claims for personal injury, loss, or damage to property brought against the Seller by third parties arising from the delivery, storage, or use of the products unless such injury, loss, or damage is solely attributable to the negligence of the Seller, or the Seller's employees or agents.
 - 13.3 Without prejudice to the foregoing, the Buyer is warned that the products are unsuitable for any use other than as petroleum products, and no liability of any kind whatsoever is accepted by the Seller for any consequences of using the products for any other purpose.
 - 13.4 In the event the Buyer is a consumer as defined under the Sale of Goods Act 1979, or any statutory modification thereof, any provision of these Conditions which is of no effect by reason of such statute, regulation, or otherwise, shall not apply. For the avoidance of doubt the statutory rights of a consumer are not in any way affected by these Conditions.
- 14 NOTICES**
- 14.1 Any notice given under these conditions by post, cable, electronic mail or fax to the recipient at its registered or principal office shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.
- 15 GENERAL**
- 15.1 Any petroleum product supplied by the Seller shall be used by the Buyer in strict accordance with customs and excise regulations in force from time to time and the Buyer shall indemnify the Seller in respect as to the improper use thereof.
 - 15.2 The Seller reserves the right to report the Buyer to such credit agencies as it sees fit in the event of the buyer's failure to comply with any credit terms.
 - 15.3 The Buyer shall be registered to the extent it is required in accordance with the Data Protection Acts.
 - 15.4 The Seller reserves the right to amend or change these terms and conditions without notice.
 - 15.5 If any condition of this schedule is found by any court or other appropriate body to be unenforceable this will not affect the validity of the remaining conditions of this schedule.
 - 15.6 Failure by the Seller to enforce or partially enforce these conditions shall not be regarded as a waiver of any of these conditions.
 - 15.7 The Seller and Buyer do not intend that any term or condition shall be enforceable by any person who is not a party or an agreed agent for one of the parties.
- 16 GOVERNING LAW**
- 16.1 These conditions shall be construed in accordance with English law.
- 17 LEGAL ENTITY INFORMATION**
- 17.1 CPS Fuels Limited is a company registered in England. The registered number is 06241896. The registered office for service of official documents only is 150 Aldersgate Street, London, EC1A 4AB. The VAT registration number is GB 918 0393 22.