

## CONDITIONS OF SALE

With effect from 1<sup>st</sup> August 1986, last amended 23<sup>rd</sup> June 2022, and cancelling all previous Conditions and Agreements. The following will apply to all sales unless varied in writing by the Company before delivery/collection.

<b>Price</b>	The price of all fuels supplied by the Company shall be in accordance with the current price list of the Company at time of order.
<b>Payment</b>	Payment will become due upon delivery of each individual order or where credit terms are agreed, payable within 30 days thereof. Interest will be charged upon overdue accounts at a rate of 2.5% per calendar month (APR equal to 30%). Cash payments of 15,000 Euros or more, in any currency, will not be accepted. A 2% charge will be made against all returned cheques and all credit card payments.
<b>Title</b>	Title to the goods shall remain vested in the Company until the full purchase price shall have been paid to the Company and if the buyer shall not pay as provided the Company shall be entitled at any time after the due date and without notice to enter upon the premises of the buyer and repossess the goods or any part of them.
<b>Access</b>	Where it is reasonably necessary for vehicle(s) of the Company to go onto roads or ways other than public highways or where they are directed by the buyer or agent so to do, it shall be the responsibility of the buyer to ensure that the Company's vehicle(s) have a legal right to pass over such roads or ways and that the roads or ways and any drains manholes or services contained therein are suitable as to strength width height and construction to take a fully laden heavy goods vehicle (specification to be supplied by the Company upon application) and free from obstructions and the buyer shall fully indemnify the Company against a claim for damage caused by or to such vehicle(s).
<b>Safety</b>	It shall be the buyer's responsibility to ensure that access to the fuel store is safe and adequate for the passage of the Company's delivery person(s) and the buyer shall indemnify the Company against any claims in respect of any injury sustained or any accident which may occur to such person.
<b>Abortive Delivery</b>	The company reserves the right to make charge for abortive delivery caused directly or indirectly by the buyer or the buyer's agent(s) or for any other reasonable costs incurred.
<b>Risk</b>	The risk of loss or damage to or by the said goods shall pass to the buyer at the time of the delivery of the goods into the buyer's delivery chute, delivery pipe or coal/gas receptacle and the buyer shall indemnify the Company against any claim arising from the goods after delivery to the buyer.
<b>Claims</b>	No claim arising from a delivery will be accepted unless notified to the Company in writing within 14 days of delivery.
<b>Licence</b>	The buyer shall ensure that he/she has complied in all respects with all relevant requirements of any statute or other instrument having the force of law including any necessary licence in respect of the premises and the goods and the buyer shall fully indemnify the Company against any claim arising from a breach of this condition.
<b>Marking</b>	The buyer will provide suitable storage facility to of accept quantities ordered, clearly marked with the type of product contained therein, with fully functional sight tube where fitted and wholly in accordance with current regulations and bylaws.
<b>Waiver and Severability</b>	Failure by the Company to enforce any of the provisions hereof shall not be a waiver of the Company's rights hereunder nor in any way affect the validity of this contract nor prejudice the Company's rights to take any subsequent action and should any of these conditions be determined invalid such condition shall be severed from the remaining conditions which shall continue to be valid.