

Inver Energy (UK) Ltd Terms and Conditions of Sale ('the conditions')

Please note that clauses 10.1, 10.2 and 10.4 will not apply to domestic Buyers.

These Conditions apply to the sale and delivery of any products ('the Products') by Inver Energy (UK) Ltd, ('the Seller') (or its successors or assigned) to a purchaser ('the Buyer'). Acceptance by the Buyer of the delivery of the Products will be deemed to be acceptance of all the Conditions. No variation of these Conditions shall have effect unless agreed in writing between the Buyer and the Seller.

1. Price:

1.1 All Products delivered to the Buyer will be invoiced at either the price current on the day of delivery or at the price previously agreed with the buyer. The price is exclusive of any applicable value added tax.

2. Payment:

2.1 The Seller may invoice the Buyer for the price of the Products on or at any time after delivery of the Products, unless the Products are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Products, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Products are ready for collection or (as the case may be) the Seller has tendered delivery of the Products.

2.2 Payment is due on the date specified in the invoice and time for payment of the price shall be of the essence. The Seller reserves the right to charge domestic Buyers interest (both before and after any judgement) on overdue accounts at the rate of 4% above Bank of Ireland base rate as published and varied from time to time until payment in full is made. The Seller reserves the right to charge commercial Buyers interest and compensation (both before and after any judgement) on overdue accounts under the Late Payment of Commercial Debts (Interest) Act 1998, as supplemented by the Late Payment of Commercial Debts Regulations 2002.

2.3 If any Direct Debit mandate is cancelled by the Buyer or a Direct Debit collection or cheque is returned unpaid by the Seller's bank the whole amount of the account(s) of the Buyer shall automatically become due and payable immediately. Interest as provided in clause 2.2 will also become payable with immediate effect.

2.4 The Seller reserves the right to assign any outstanding debts to a debt recovery agency. All outstanding debts of the Buyer at the point of assignment will be transferred. Any additional costs incurred by the Seller will be added to the Buyers account.

3. Quantity:

3.1 Where the Products are delivered in bulk through hose, the quantity shown by any measuring device the Seller employs shall be accepted by the Buyer in the absence of manifest error. The Seller cannot accept any responsibility whatsoever for discrepancies in any of the Buyer's measuring devices. The Buyer shall be at liberty to verify the Seller's measurement of quantity for the delivery but in the absence of such verification request the Seller shall be entitled to commence delivery and the measurement or quantity ascertained shall be accepted by the Buyer as correct. The Buyer agrees that his acknowledgment of receipt of the Products or the certificate of the Seller's employee, servant, or agent that the agreed amount of Products has been delivered is conclusive evidence of such delivery and any dispute by the Buyer must be notified to the Seller in writing within five days of such delivery.

3.2 Neither the Buyer nor any of his representatives may mount any vehicle used by the Seller for the delivery of the Products and the Seller shall be entitled to stop the delivery in such an event. The Buyer shall provide safe access for the vehicle of the Seller or its agents between the public highway and actual delivery point. The Buyer shall be responsible for ensuring that the fuel is delivered into the correct feed on the Buyer's tanks. The Seller shall not accept responsibility for dipping, checking or testing the Buyer's tanks.

3.3 In the absence of the Buyer or any of his representatives the Seller may, at his discretion, make the delivery. A representative of the Seller (if present) will be required to state the quantity delivered as shown by the Seller's measuring devices. Such quantity will be recorded on the Delivery Ticket left on the premises of the Buyer. Any dispute on the quantity so recorded as being delivered must be notified in writing within five days of the said delivery.

4. Risk and property:

4.1 Risk of damage to or loss of the Products shall pass to the Buyer:

4.1.1 In the case of Products to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Products are available for collection; or

4.1.2 In the case of Products to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Products, the time when the Seller has tendered delivery of the Products.

4.2 Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Terms, the property in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Products agreed to be sold by the Seller to the Buyer for which payment is then due.

4.3 Until such time as the property in the Products passes to the Buyer, the Buyer shall hold the Products as the Seller's fiduciary agent and bailee, and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

4.4 Notwithstanding clause 4.3, the Buyer may resell or use the Products in the ordinary course of its business (in which case the proceeds of such sale or use shall belong to the Seller).

4.5 Until such time as the property in the Products passes to the Buyer (and provided the Products are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Products are stored and repossess the Products.

4.6 Until such time as the property in the Products passes to the Buyer, if the Products are mixed with any Products which are the property of the Buyer, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Seller limited to the value of the Products which are supplied by the Seller to the Buyer. If the Products are mixed with any Products the property of any person other than the Buyer, the products thereof shall become or shall be deemed to be owned in common with that other person.

4.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

5. Delivery:

5.1 Any dates quoted for delivery of the Products are approximate only and the Seller shall not be liable for any delay in delivery of the Products however caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Buyer shall accept delivery at any time during normal business hours. A variation in the supply of up to 10% more or less than the order shall be accepted.

6. Separability:

6.1 Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

7. Safety: Where the Seller delivers in bulk it is the Buyer's responsibility:

7.1.1 To provide a safe and suitable bulk storage which complies in all respects with all statutory requirements of and/or regulations made by any competent authorities.

7.1.2 To ensure that the storage into which delivery has to be made will accommodate the full quantity ordered and delivered and in the case of Petroleum Spirit to provide the Seller with certification to this effect on request, and also to the effect that the connecting base is properly and securely connected to the correct filling point.

7.1.3 Where the Dangerous Substances (Conveyance by Road, Tanker and Tank Containers) Regulations 1981 ('the Regulations') and/or any regulations amending or replacing the same apply, the Buyer shall ensure that such regulations are complied with before and during delivery and in particular shall ensure the strict observance of regulation 20(1) and Schedule 4 of the Regulations.

7.1.4 In the case of Petroleum Spirit, the Buyer will observe all the conditions of his/her Petroleum Spirit Storage Licence and will not allow any smoking, naked lights, fires, stoves, or heating appliances of any description in the vicinity of the storage and the fill dip and vent pipes connected thereto.

8. Force Majeure:

8.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of contract if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever which are not within the Seller's immediate control (including but not limited to labour difficulties of any sort, war or hostilities, act of God or force majeure, compliance with any order or request of any national, provincial port or any other public authority or any other person purporting to act for such authority, including but not limited to rationing allocation or priority orders or requests and failure of the Seller's existing or contemplated sources of supply and if by any such circumstances the Seller is at any time delayed or hindered in delivering or prevented from delivering the full quantity of the Products to which the invoices relates, the Seller shall be at liberty to withhold, reduce or suspend deliveries to the Buyer to such an extent as the Seller in its absolute discretion may think fit). The Seller shall not in any such circumstances be liable to acquire, by purchase or otherwise, additional products from other suppliers or to compensate the Buyer in the event of the Buyer purchasing alternative products from other suppliers at a higher price.

9. Waiver:

9.1 No waiver by the Seller of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

10. Credit Scoring (NB for information only):

10.1 The Customer authorises Inver Energy (UK) Ltd to make searches against the Customer at credit reference agencies who will supply Inver Energy (UK) Ltd with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not an application proceeds. Inver Energy (UK) Ltd may use credit-scoring methods to assess an application and to verify the identity of the Customer. Credit searches and other information which is provided to Inver Energy (UK) Ltd and/or the credit reference agencies, about the Customer and those with whom the Customer is linked financially may be used by the organisation and other companies if credit decisions are made about the Customer, or other members of his/her household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of the Customer's account.

10.2 Information held about the Buyer by the credit reference agencies may already be linked to records relating to one or more of the Buyer's partners. For the purposes of this application the Buyer may be treated as financially linked and the Buyer's application will be assessed with reference to any "associated" records.

10.3 Where the Buyer borrows or may borrow from the Seller, the Seller may give details of the Buyer's account and how they manage it to credit reference agencies. If the Buyer borrows and does not repay in full and on time, the Seller may tell credit reference agencies who will record the outstanding debt.

10.4 The Buyer has the right of access to its personal records held by credit and fraud agencies. The Seller will supply their names and addresses upon request to Inver Energy (UK) Ltd, Longships Road, Queen Alexandra Dock, Cardiff CF10 4RP. United Kingdom.

11. Liability:

11.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.2 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products (including any delay in supplying or any failure to supply the Products) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Products, except as expressly provided in these Terms.

12. General:

12.1 A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 If any provision of these Conditions it is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected. The contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

HEALTH AND SAFETY AT WORK ACT 1974 (Warning to Users)

> This act requires that all suppliers advise their customers of the safety and handling precautions to be observed.

> To store motor spirit you must comply with the Petroleum Consolidation Act (1929) and obtain a licence.

> Store motor spirit only in an approved tank or container.

> All products must be stored away from heat.

> Never bring a naked flame near the product except with heating fuels in an approved appliance.

> Never use heat on a container which has stored these products without first gas freeing it.

> Do not drink or inhale petroleum products. If this happens seek urgent medical attention.

> In the event of contact with the skin wash with large volumes of water.

> In the event of contact with eyes bathe with clean water for ten minutes.

> If clothing becomes heavily contaminated with any product it should be changed.

> Oily swabs or rags should not be carried or left in pockets.

> If in any doubt the Seller will be glad to provide further information or assistance.

IN THE EVENT OF SPILLAGE OR LEAKAGE OCCURRING

> If motor spirit contact the emergency services.

> Do not smoke in the vicinity of the spillage or leakage.

> Do not disperse with water.

> Prevent petroleum products from entering drains or watercourse.

> Contact the Seller as soon as possible.

IN THE EVENT OF FIRE

> Call the emergency services immediately.

> Do not use water on oil fires – it will cause the fire to spread.

> Use only foam, dry powder or CO2 fire extinguishers.

> If in any doubt the Seller will be glad to provide further information or assistance.