



# Cotswold Petroleum Limited STANDARD TERMS & CONDITIONS

1. Cotswold Petroleum (the company) are only prepared to trade on these terms and conditions.

## OFFER AND ACCEPTANCE

2. The Company's quotations or offers for supply of goods or services are not capable of acceptance other than on these terms and conditions so that:
  - (i) If the Customer purports to accept the Company's quotations or offer but purports to make that acceptance subject to any other terms and conditions or
  - (ii) Purports to make a counter offer by purporting to accept this offer but on their own terms and conditions then (unless the contrary is agreed in writing by the Company) such acceptance or purported counter offer shall be deemed to have been an acceptance of the offer as if there were no reference in the acceptance or purported counter offer to any other terms and conditions.

## ACCEPTANCE OF GOODS

3. Acceptance of delivery of the goods or services (or part thereof) from the Company shall be conclusive proof that the Customer has accepted these terms and conditions as being the only ones affecting any contract between the Customer and the Company.

## CONTRACT

4. Clauses 1, 2 and 3 above are to the intent that there is either:
  - (i) A contract between the parties on these terms or
  - (ii) There is no contract at all and if the goods are accepted by the Customer, this is conclusive proof of a contract on these terms.
5. The Company and Customer have taken into account their respective strength of bargaining position relative to the other and have considered the availability of suitable alternative products and services could be obtained and notwithstanding all such factors agree that they wish to proceed with this contract on these terms and conditions.

## DELIVERY

6. We retain the right to impose an abortive delivery charge when we have attempted to deliver the ordered quantity yet have been unable to deliver and have not received prior notification. The Company makes every reasonable effort to meet delivery and service times to suit the Customer but sometimes through circumstances beyond the Company's control the Company may be unable to meet those requirements. Consequently the Company shall not be liable for any damage or losses whatsoever (including consequential losses) which arise through its inability because of circumstances beyond the Company's control e.g. strikes, accidents or shortage of materials etc. to supply goods on the times or dates stated.
  - (i) The Company does not accept responsibility for the measurement of the Customers storage tank by dipping, checking or testing for their capacity on delivery. The Customer is responsible for ensuring that there is sufficient capacity in the storage tanks into which the delivery is to be made to store the fuels being delivered.
  - (ii) The Company will not be held liable for any spillage and any consequent damage arising there from in the event of there being insufficient storage capacity to take the fuels being delivered.
  - (iii) The Customer shall inspect any fuels supplied immediately on arrival thereof and shall give notice of any claim arising from such inspection of any allegation of deficiency in accordance with the Claim procedure in Clause 7 below. If the Customer fails to give such notice the fuels shall be deemed to be in all respects in accordance with the Customers instructions and the contract.
  - (iv) For all deliveries made to the Customers point of delivery, the Customer must provide safe and suitable access from public road, bulk storage facilities, which also comply with all the local government requirements and the Customer will indemnify the Company against third party claims and all costs or expenses attributable thereto, as well as against any extra cost or expenses incurred by the Company arising from any failure by the Customer to make such provisions.
  - (v) The measurement of the Company or its agents shall be conclusive as to the quantities delivered.
  - (vi) If for any reason the Customer mounts any tank wagons used on a delivery then the Customer does so entirely at his/her own risk.
  - (vii) Any damages caused by our vehicle whilst off the public highway is the responsibility of the purchaser (for example: manhole covers, drain covers, block paving and tarmac).
  - (ix) The Company will not be held liable for any environmental damage or costs as a result of leaks from Customers underground storage tanks or underground pipework. Tanks & pipework installed underground cannot be checked by our personnel and their integrity is entirely the responsibility of the Customer at their own risk.
  - (x) The Company will not be held liable for any damage caused to electronic gates which close on our vehicles whilst entering or leaving a customers premises. Electronic gates should be fitted with Obstacle Recognition Technology & remain open whilst vehicles pass through. The Company reserves the right to seek compensation for damage caused to any of its vehicles by electronic gates that close prematurely or are not fitted with Obstacle Recognition Technology.
  - (xi) Customers have a maximum period of 30 days from date of delivery to raise any queries in relation to price or quantities delivered. All queries, which must be made in writing, will be thoroughly investigated. No Credit Notes can be issued if a query has not been raised within 30 days following the delivery

## CLAIMS

7.
  - (i) The Customer is to notify shortages to the Company or its delivery agents verbally within 24 hours and to confirm in writing within 48 hours after the arrival of a delivery.
  - (ii) The Company will not be liable in respect of a consequential loss or damage nor in respect of conditions or warranties whether express or implied at statute or at common law, which have not been confirmed by the Company in writing.
  - (iii) The Customer shall indemnify the Company against all claims for personal injury, loss or damage to property brought against the Company by third parties arising from the delivery, storage or use of the fuels unless such injury, loss or damage is solely attributable to the negligence of the Company, employees or agents.
  - (iv) Without prejudice to the foregoing the Customer is warned that the fuels are unsuitable for any use other than as liquid fuel and no liability of any kind whatsoever is accepted by the Company for any consequences of using the fuels for any other purpose.
  - (v) Aviation and Motor fuels contain and are to be used only as fuels in an engine, and every precaution must be taken to avoid spilling. Prolonged contact with hydrocarbon products may cause irritation or more serious skin disorders. The Customer must ensure that proper precautions are taken by those likely to come into contact with such oils, and should take medical advice thereon.
  - (vi) It is a condition of sale of any Motor Fuel or other petroleum product by the Company that the Customer will strictly observe all the conditions of its petroleum storage licence (if any) and all statutory and other legal requirements imposed upon the Customer in respect of all the receipt storage or use of the said product and that it will not permit smoking or naked lights nor electric or gas fires or radiators near to a tank or inlet pipe into which a delivery of Motor Fuel or other petroleum product is being made or a vent pipe connected to such tank and will indemnify the Company against any damages or costs arising out of the breach of this condition.

## PRICE

8.
  - (i) The Company will do its best to supply goods and services at the price agreed but the Company reserve the right to increase its prices to take proper account of fluctuations in exchange rates and/or increases in the cost of materials or other factors which are not under the Company's control. The Company reserves the right to alter and amend the specifications from time to time with the aim of Improving the product. Prices are subject to increase matching any new or increased taxes duties or other imposts to wholesale schedule price and/or market variations imposed or occurring up to the time of delivery, and shall be those ruling at the place and the date of delivery.

## FITNESS FOR PURPOSE

9. Unless the Company has been asked specifically to confirm that its goods or services are fit for the buyers particular purpose or purposes then the Company give no warranty nor will it be a term of this contract that the Companys goods and services will be fit for any particular purpose or purposes. Save that if the Company are asked to confirm fitness for a particular purpose, the Company reserve the right to increase the Companys prices to take into account of the increased potential liabilities arising from that confirmation.
10. Under no circumstances shall the Companys liability in Tort exceed such liability as might have existed had a claim been brought in contract and the Customer shall indemnify the Company in respect of any greater liability which may arise in Tort.
11. Where quotations have been given for a minimum quantity of products and the Customer subsequently orders less than that minimum, the Company reserves the right to increase its unit price appropriately (it being understood that the larger the order, the cheaper the unit price).
12. In the event of it being proven that their goods supplied or services rendered were defective then the Company's liability therefore shall under no circumstances (save in the cases of proven negligence resulting in death or injury) exceed the nett invoice.
13. **DIRECT DEBIT DUE DATES:** When the due date falls on a Sunday, the Direct Debit will be collected on the Monday following. When the due date falls on the Saturday, the Direct Debit will be collected on the previous Friday. In the case of a bank holiday which falls on a Monday, the Direct Debit will be collected on the next business day. For Bank Holidays which fall on any other day of the week the Direct Debit will be collected on the previous business day.

## TERMS OF PAYMENT

14. The Company reserve the right to require payment before delivery and if not so required then in accordance with the arrangements agreed by the Company with the Customer, but in the absence of specific arrangements being agreed in writing payment shall be made in nett cash sterling by no later than the tenth of the month immediately succeeding that.
15. In the event of the Customer failing to make due payment to the Company in the time and manner specified above, the Company will add interest to the outstanding balance at the rate of 2% per month above the base rate for the time being of HSBC Bank PLC such interest to accrue on a daily basis until payment is made.
16. Customers will be liable to pay costs for any action taken to recover monies outstanding.

## DATA PROTECTION ACT 2018

17. Where I/we provide you with personal data ("data"). We understand that the data will be held securely in confidence and processed for the purpose associated activities. In considering my/our application, I/we understand that you may consult with and disclose the data to credit reference agencies, outside your business that you have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the I/we apply to you in writing.

## INSOLVENCY OR DEFAULT OF THE BUYER

18. If the buyer makes default in or commits any breach of any of his obligations hereunder or if any distress or execution is levied upon him, his property or assets or if he makes or offers to make any arrangements or composition with his creditors any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against him or if the buyer is a limited Company and any resolution or petition to wind up such Companys business is passed or presented otherwise than for purposes of a solvent reconstruction or amalgamation or if a receiver of such Companys undertaking, property or assets or any part thereof is appointed, the Company shall (without prejudice to any claim or right the Company 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 Company under any contract whatsoever shall become due and payable immediately, notwithstanding any terms of credit under condition 3 above or shown on the face of any invoice.

## RETENTION OF TITLE

19. All goods delivered to the Customer by the Company remain the Companys sole and absolute property and the Company shall remain legal and equitable owner of them until such time as the Customer has paid to the Company the agreed price for those goods together with the full price due for any other goods or services the subject of any other contract between the Customer and the Company together with any interest due for late payment.
20. The Customer agrees that the Company may, for the purposes of recovery of its goods, enter upon any premises where those goods are stored or where they are reasonably thought to be stored and may repossess the same.
21. Until such time as the Customer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other persons and in a manner which makes them readily identifiable as the Companys goods.
22. The Customer acknowledges that he is in possession of the goods solely as Bailee or Fiduciary for the Company until payment of all sums mentioned above has been made.
23. The Customer undertakes that with the exception of Diesel and Petrol the oils as ordered will not be used as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the customs and excise act 1952 and/or any amending or replacing legislation.
24. The Customer is (subject to clause 20 hereof) licenced by the Company to agree to sell on the Companys goods subject to the express condition that the entire proceeds are held in trust for the Company and are not mingled with any other monies or paid into any overdrawn bank account and shall at all times be identifiable as the Companys monies.
25. Notwithstanding that property (ownership) shall not pass save as above risk passes to the Customer as soon as the goods come under his or his agents control and it shall be the Customers duty to insure those goods against reasonable commercial risks.
26. English Law only shall apply to this contract and all disputes shall be dealt with by the English Courts alone.