

CONDITIONS OF SALE

1. DELIVERIES IN BULK. Peak Oil Products (Northern) Ltd. ("the Company) does not accept responsibility for the dipping, checking or testing of the buyer's tanks. This, together with the obligation to see that the driver couples up with the correct feed on the buyer's tanks, rests entirely upon the buyer. The buyer shall also be responsible for ensuring that the storage into which the delivery is to be made will accommodate the full quantity ordered.
2. The Company shall be at liberty to deliver by instalments.
3. The Company's measurements of quantity shall be accepted by the buyer, unless otherwise agreed with the Driver at the time of delivery.
4. Motor Fuels contain or may contain lead and are to be used only as fuels in an engine and every precaution must be taken to avoid spilling.
5. It is a condition of sale of any Motor Fuel or other petroleum product by the Company that the buyer will strictly observe all the conditions of his petroleum storage licence (if any) and all statutory and other legal requirements imposed upon the buyer in respect of the receipt, storage or use of the said product and that he 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, claims or costs arising out of the breach of this clause.
6. Quotation prices (which are exclusive of VAT) are given for guidance only, and all orders are accepted only on the condition that the Company's sale price in force on the date of delivery shall govern the order. The sale price shall be the Company's price in force on the date of delivery (which will include any Government tax, duty or impost then in force save that VAT will not be included but will be payable by the buyer at the applicable rate).
7. Delivery shall take place when the products agreed to be sold pass to the feed or permanent hose connection joining the buyer's storage tanks to the delivery vehicle. In the case of products supplied in returnable containers delivery shall take place when the containers arrive at the buyer's address. Following delivery the products shall be at the buyer's risk.
8.
 - a) After the delivery of an instalment the buyer will receive an invoice whereupon payment shall become immediately due in cash except where other arrangements have been agreed between the Company and the buyer, provided that unless and until the Company notifies the Buyer to the contrary, the Company will accept payment by the 15th day of the month, following the month of delivery.
 - b) The Company shall be entitled to charge interest on all overdue accounts at the rate of 2.5 per cent per month calculated on the nett price invoiced.
9.
 - a) The legal title to the products shall remain with the Company until:-
 - (i) the purchase price has been paid to the Company in full and
 - (ii) all other monies due from the buyer to the Company under this or any other contract have been paid to the Company.
 - b) if so required by the Company a buyer carrying on a trade or business shall:-
 - (i) cause an appropriate memorandum to be endorsed on his accounts to reflect the Company's interest under the preceding sub-clause hereof.
 - (ii) store the products separate and distinct from all other products and suitably marked to reflect the Company's ownership.
 - c) The Company shall be at liberty at any time following default in payment by the buyer to re-take possession of the products.
10. Notice of any claim for damage, defect, variance or quality or description, or shortage in quantity shall be given by the buyer in writing to the Company at the address of its delivering location as shown on the invoice within three days after the products are delivered or in the case of non-delivery of the whole of a consignment within three days after receipt of invoice and (where appropriate) such notice shall state when and where the products may be inspected by the Company. The giving of such notice shall be a condition precedent of any such claim and in default of such notice the Company shall not be liable in respect of such damage, defect, variance or shortage and the buyer shall be liable to pay for the full quantity of the products to which the invoice relates unless, where the products are delivered by carrier, liability is accepted by the carrier.
11. Subject to Clause 10, the Company undertakes to replace at its own expense any products which differ in quality or description on delivery from the products agreed to be sold.
All other warranties and conditions expressed or implied by statute or otherwise are excluded and the Company shall not be further liable in respect of injury, loss or damage consequential upon the sale of the products agreed to be sold.
12. In the event of a delivery by the Company of products differing in quality or description from the products agreed to be sold ("the wrong products") the Company reserves the right to remove the wrong products and to supply in their stead the products contracted to be sold. Where other products already in the buyers' possession are contaminated by the admixture of the wrong products, the Company shall replace products so contaminated. The Company shall be entitled, unless otherwise agreed, to remove the contaminated products. The Company shall not be further liable for any injury, loss or damage resulting from the delivery of the wrong products or the misapplication of any products supplied by the Company.
13. Orders placed by the buyers and accepted by the Company cannot be cancelled or reduced except with the Company's consent and on terms which will indemnify the Company against loss.
14. The Company may require the payment of a deposit in respect of containers belonging to the Company in which some products are supplied. A refund of deposit will be given only for containers which are returned in good condition to the Company's supplying depot or nearest terminal.
15.
 - a) The Company shall not be responsible for any failure to make deliveries if fulfilment has been delayed, hindered or prevented by:-
 - (i) any circumstances whatsoever which are not within the reasonable control of the Company or
 - (ii) labour disturbances or the threat thereof (whether or not involving the Company's employees) or
 - (iii) compliance with any order or request or any national or provincial port or other public authority or of any person purporting to act therefor, or
 - (iv) failure, total or partial, of any of the Company's existing or contemplated sources of supply of fuels or means of delivery howsoever such failure is caused.
 - b) If by any such circumstances as aforesaid the availability from any of the Company's sources of supply (wherever situated) of fuels is so curtailed or interfered with as either to delay or hinder the Company in, or prevent the Company from, supplying the full quantity of the fuels (or any of them) agreed to be sold and also at the same time maintaining in full its other business in such fuels, the Company shall be at liberty to withhold, reduce or suspend deliveries to such extent at the Company considers reasonable and equitable in all the circumstances.
 - c) The buyer will be free to purchase from other suppliers to make good any deficiency arising as aforesaid and the Company shall not be bound by reason of the foregoing to acquire by purchase or otherwise additional quantities from other suppliers.
16. The Company reserves the right upon written notice at any time and in respect of both current outstanding and future accounts to withdraw or (in any respect) vary credit terms or to refuse an order:-
 - a) if a buyer fails to settle punctually any account within the time limit for settlement mentioned above, or
 - b) if for good commercial reason the Company forms the opinion that the buyer's status or credit-worthiness has materially diminished.