

## INNOVO ENERGY LIMITED

# GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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## STRUCTURE

These Terms and Conditions are divided into sections, Parts B–F apply in addition to Part A where relevant:

- PART A – GENERAL TERMS AND CONDITIONS
  - PART B – FUEL SUPPLY
  - PART C – LUBRICANTS AND RELATED PRODUCTS
  - PART D – FUEL SERVICES
  - PART E – ENVIRONMENTAL SERVICES
  - PART F – INDUSTRIAL SERVICES
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## PART A – GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions, unless the context otherwise requires:

**Affiliate** means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

**Applicable Law** means all laws, statutes, regulations, regulatory policies, guidance having the force of law, codes of practice, permits, sanctions regimes, judgments, orders and industry requirements applicable to the Goods, Services and performance of the Contract.

**Business Day** means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for general commercial business.

**Company** means **INNOVO Energy Limited**, a private limited company registered in England and Wales with company number 10059207 whose registered office is Digital House, Stourport Road, Kidderminster, DY11 7QH.

**Confidential Information** means all technical, commercial, financial, operational and other information of a confidential nature disclosed by or on behalf of one party to the other in connection with the Contract, whether disclosed orally, in writing, electronically or by inspection, including pricing, business plans, customer data, tanker schedules, supply arrangements, compliance systems and the terms of the Contract.

**Contract** means the agreement comprising the Order, Order Confirmation, these Conditions and any applicable Parts B–F.

**Controlled Oils** means any Products that are from time to time subject to reporting, record-keeping, declaration, customer verification or other compliance obligations under the Supplier's Registered Dealer in Controlled Oils registration, licence or status, including any applicable HMRC or successor regime requirements.

**Customer** means the person or entity purchasing Goods and/or Services.

**D-1 Price** means, in respect of a Product, the applicable prior Business Day close market price, benchmark, terminal price, posted price or other market close reference specified in Schedule 3.

**Force Majeure Event** means any act, event, non-occurrence, omission or accident beyond the reasonable control of the Company, including act of God, flood, drought, storm, earthquake, epidemic, pandemic, war, armed conflict, terrorism, civil commotion, riot, embargo, sanctions, fire, explosion, cyber incident,

labour dispute, refinery outage, terminal failure, shortage of feedstock, vessel delay, government action or utility failure.

**Goods** means any products supplied including fuel, lubricants, oils, greases, coolants, antifreeze, equipment or any other products supplied by the Company.

**Live Spot Pricing** means the Supplier's price for the relevant Product determined by reference to live intraday market conditions, terminal, wholesale or spot replacement costs, together with the applicable premium, logistics and ancillary charges, as more particularly described in Schedule 3.

**Order** means the Customer's order for Goods and/or Services, whether made verbally, in writing, electronically or by acceptance of a quotation.

**Order Confirmation** means a communication issued by the Company acknowledging receipt of an Order, which does not constitute acceptance unless expressly stated.

**RDCO Requirements** means all obligations applicable to the Supplier as a registered dealer in controlled oils, including customer due diligence, declarations, evidence gathering, destination and use verification, reporting, record retention and audit support requirements.

**Services** means any services supplied by the Company.

**Site** means the location at which delivery or Services take place.

**Supplier Equipment** means any tanks, telemetry devices, pumps, meters, hoses, software, monitoring devices or other equipment owned by or licensed to the Company and installed at a Site.

**Uncertain Market Conditions** means any period determined by the Supplier acting reasonably in which market volatility, supply disruption, war, armed conflict, sanctions, terminal disruption, refinery outage, extreme intraday price movement, abnormal replacement cost risk, or comparable market dislocation makes D-1 pricing inappropriate or commercially impracticable.

**1.2.** In these Terms and Conditions:

- 1.2.1.** references to legislation include any amendment, re-enactment or replacement of it and any subordinate legislation made under it
- 1.2.2.** references to writing include email but exclude instant messaging applications unless expressly agreed otherwise in writing by the Company;
- 1.2.3.** words such as including, include, in particular or similar expressions shall be construed without limitation;
- 1.2.4.** words in the singular include the plural and vice versa; and
- 1.2.5.** headings are for convenience only and shall not affect interpretation.

**2. BASIS OF CONTRACT**

- 2.1.** Any quotation is non-binding and may be withdrawn or amended at any time prior to acceptance, whether a validity date is stated or not.
- 2.2.** Acceptance of a quotation, whether electronically, verbally or via purchase order, constitutes an Order.
- 2.3.** The Company may issue an Order Confirmation following receipt of an Order. The Customer shall check it immediately and notify the Company of any errors.
- 2.4.** If the Customer does not notify any error prior to delivery of the Goods or provision of the Services, the Order Confirmation shall be deemed accepted and correct, and the Customer shall be invoiced accordingly.
- 2.5.** A Contract shall be formed upon the earliest of:
  - 2.5.1.** written acceptance of an Order by the Company;
  - 2.5.2.** verbal agreement between the Company and the Customer in respect of an Order;
  - 2.5.3.** acceptance of the Order by commencement of dispatch, mobilisation, preparation works, attendance at Site, delivery of the Goods or provision of the Services; or
  - 2.5.4.** any other conduct by the Company clearly referable to performance of the Order.
- 2.6.** The Company may reject any Order which is incomplete, unsafe, outside credit limits, inconsistent with Applicable Law, or impossible or impracticable to fulfil.
- 2.7.** Each Order constitutes a separate Contract unless otherwise agreed in writing.
- 2.8.** The Company shall determine, acting reasonably, which Part or Parts of these Conditions apply to any Order, Goods or Services by reference to the nature, scope and substance of the work, products or services to be supplied, and not merely by reference to any description, label or heading used by the Customer. The Customer agrees that the Company's determination shall apply for the purposes of the Contract unless manifest error is established.

### **3. CUSTOMER OBLIGATIONS**

- 3.1.** The Customer warrants and undertakes that:
- 3.1.1.** it shall co-operate with the Company and provide all necessary information and documentation and permit access to its premises as required;
  - 3.1.2.** it has obtained and shall maintain equipment suitable for safe delivery of the Goods and/or provision of the Services;
  - 3.1.3.** all such equipment, including but not limited to tanks, gauges, pipework and associated infrastructure, is fit for purpose, properly maintained and compliant with Applicable Law;
  - 3.1.4.** it shall ensure sufficient storage capacity for the quantity of Goods ordered;
  - 3.1.5.** where collecting Goods, it shall comply with all Company policies and procedures relating to access and conduct;
  - 3.1.6.** it shall comply with any additional obligations notified in writing by the Company.
- 3.2.** Unless otherwise agreed in writing, the Company shall have no responsibility for the inspection, testing or checking of the Customer's equipment. The Customer remains solely responsible for its suitability and condition.
- 3.3.** The Customer shall be solely responsible for ensuring it maintains sufficient stock levels to avoid interruption to its operations. The Company shall have no liability for any loss arising from such interruption.
- 3.4.** The Customer shall comply with all Applicable Laws relevant to the storage, handling, use, transport, disposal and receipt of the Goods and Services.

### **4. CUSTOMER DEFAULT**

- 4.1.** If the Company's performance is delayed or prevented by the Customer:
- 4.1.1.** the Company may suspend performance;
  - 4.1.2.** the Company shall have no liability for delay; and
  - 4.1.3.** the Company may recover all resulting costs, losses and expenses.

### **5. DELIVERY AND PERFORMANCE**

- 5.1.** Delivery of Goods shall occur on discharge, unloading, handover or completion of delivery at the Site, as applicable. Services shall be deemed performed upon completion of the relevant works or attendance, as applicable.
- 5.2.** Delivery dates and times are estimates only and time shall not be of the essence unless expressly agreed in writing by the Company.
- 5.3.** The Customer shall ensure that the Company has safe, legal and timely access to the Site and that the Site is suitable for delivery, unloading, storage and performance of the Services.
- 5.4.** If delivery or performance is delayed, prevented or aborted due to any act or omission of the Customer, including unsafe access, inaccurate instructions, locked premises, defective infrastructure or unsuitable Site conditions:
- 5.4.1.** delivery or attendance shall be deemed complete where appropriate;
  - 5.4.2.** the Company may store Goods at the Customer's risk and cost, re-route them, or abort performance; and
  - 5.4.3.** the Customer shall pay all resulting waiting time, failed delivery, storage, disposal, transport, labour and administrative costs reasonably incurred by the Company.
- 5.5.** The Company may deliver Goods or perform Services in instalments, each of which may be invoiced separately.
- 5.6.** Upon completion of the relevant delivery or Services and the Company's departure from the Site, the Customer shall be responsible for the security, condition, protection and ongoing maintenance of the Site, any tanks, equipment, infrastructure, Goods and any area or item on which the Company has worked, except to the extent caused by the Company's negligence. The Company shall have no liability for any contamination, deterioration, damage, defect, loss or change in condition occurring after completion or departure from Site arising from interference, tampering, unauthorised access, removal of covers or fittings, exposure to the elements, misuse, inadequate maintenance or any act or omission of the Customer or any third party.
- 5.7.** The Customer shall inspect the Goods and the results of any Services as soon as reasonably practicable after delivery, completion or the Company's departure from Site and shall notify the Company in writing of any alleged defect, issue, shortage, damage, non-conformity or other complaint without undue delay and, in any event, within 5 Business Days of discovery. The Customer shall give the Company a fair

opportunity to inspect and investigate the matter and shall not carry out, or permit any third party to carry out, any remedial, corrective or investigative work without the Company's prior written consent, except where immediately necessary for safety reasons. Failure to notify the Company within such period shall, to the fullest extent permitted by law, constitute acceptance of the Goods or Services and a waiver of the relevant claim.

## **6. RISK AND TITLE**

- 6.1.** Risk passes on delivery.
- 6.2.** Legal and beneficial title to the Goods shall not pass until the Company has received payment in full in cleared funds for the Goods and all other sums due from the Customer to the Company under any Contract.
- 6.3.** Until title passes:
  - 6.3.1.** Goods shall be held as bailee;
  - 6.3.2.** where practicable, the Goods shall be stored separately and kept identifiable as the Company's property; and
  - 6.3.3.** the Customer shall not sell, pledge, charge or otherwise encumber the Goods except in the ordinary course of business where expressly permitted by the Company in writing.
- 6.4.** Where Goods are commingled, including fuel, title shall apply in proportion.
- 6.5.** The Company may:
  - 6.5.1.** enter premises; and
  - 6.5.2.** recover Goods.

## **7. PRICE AND PAYMENT**

- 7.1.** Prices may vary due to:
  - 7.1.1.** market conditions;
  - 7.1.2.** duties and taxes; and
  - 7.1.3.** supply, transport, compliance and operational costs.
- 7.2.** Payment shall be made:
  - 7.2.1.** in accordance with agreed terms; and
  - 7.2.2.** without deduction, withholding or set-off unless required by law.
- 7.3.** Interest shall apply to overdue sums at 4% per annum above the base rate of Barclays Bank plc from time to time, accruing daily from the due date until actual payment, whether before or after judgment.
- 7.4.** The Company reserves the right to invoice:
  - 7.4.1.** in advance, on dispatch, on delivery, on completion, in stages or in instalments;
  - 7.4.2.** including, without limitation, by reference to agreed milestones, progress of the Services or mobilisation.
- 7.5.** The Customer shall notify the Company of any genuine invoice dispute within 10 Business Days of the invoice date, giving full particulars. The Customer shall pay the undisputed portion on time.
- 7.6.** Unless expressly stated otherwise in writing, any waste, residues, sludge, contaminated materials, liquids, solids, debris or other substances removed from the Site by the Company in connection with the Goods or Services shall be chargeable to the Customer in addition to any quoted or agreed price. The Customer acknowledges that the quantity, nature and classification of such materials may not be fully known at the time of quotation. The Company shall be entitled to charge for the removal, handling, packaging, transport, treatment, recovery, disposal and any associated compliance or documentation requirements at its standard rates applicable from time to time. The Customer shall not be entitled to withhold payment on the basis that such removal or disposal was not separately itemised in the original quotation where such removal or disposal was reasonably required for completion of the Services.
- 7.7.** Any quotation, estimate or price provided by the Company in respect of the removal, handling, transport, treatment, recovery or disposal of any waste, residues, sludge, contaminated materials, liquids, solids, debris or other substances is given in reliance on the information, documentation, descriptions, safety data sheets, classifications, samples and other details supplied by or on behalf of the Customer. The Customer acknowledges that the exact nature, composition, classification, contamination level, quantity, handling requirements or disposal route of such materials may not be fully known until collection, inspection, testing, handling, transport, treatment, recovery or disposal has taken place. If such materials differ from those originally described or reasonably anticipated, the Company shall be entitled to revise its charges accordingly and the Customer shall pay all additional costs, charges and expenses incurred by

the Company, including without limitation additional handling, packaging, transport, storage, treatment, recovery, disposal, compliance and documentation costs.

- 7.8.** Where any such materials differ from those originally described or reasonably anticipated, the Company may suspend the affected Services, require revised instructions, refuse further handling or disposal, or submit a revised quotation, without prejudice to its right to recover all costs and charges incurred up to that point.

## **8. CREDIT**

- 8.1.** Credit is discretionary and may be withdrawn at any time.
- 8.2.** Any credit limit or credit terms granted by the Company may be varied or withdrawn at any time, acting reasonably, having regard to the Customer's financial standing, payment history, market conditions or insurer support.

## **9. SUSPENSION**

- 9.1.** The Company may suspend supply for:
- 9.1.1.** non-payment;
  - 9.1.2.** breach;
  - 9.1.3.** safety concerns; or
  - 9.1.4.** failure by the Customer to provide information or documentation reasonably required for lawful or safe supply.

## **10. FORCE MAJEURE**

- 10.1.** The Company shall not be liable for any delay or failure caused by a Force Majeure Event.
- 10.2.** The Company shall notify the Customer as soon as reasonably practicable of a Force Majeure Event and use reasonable endeavours to mitigate its effects.
- 10.3.** If a Force Majeure Event continues for more than 60 consecutive days and materially affects the whole of the Contract, either party may terminate the Contract on written notice without liability, except for accrued obligations.

## **11. LIABILITY**

- 11.1.** Nothing in these Conditions shall exclude or limit liability for
- 11.1.1.** death or personal injury caused by negligence;
  - 11.1.2.** fraud or fraudulent misrepresentation;
  - 11.1.3.** wilful default or deliberate misconduct; or
  - 11.1.4.** any liability which cannot lawfully be excluded.
- 11.2.** Subject to clause 11.1:
- 11.2.1.** the Company shall not be liable for any loss of profit, loss of business, loss of revenue, loss of opportunity, loss of anticipated savings, loss of goodwill, depletion of reputation, or any indirect, incidental, special or consequential loss; and
  - 11.2.2.** the Company's total liability shall not exceed the total charges under the relevant Contract.
- 11.3.** Each party shall use reasonable endeavours to mitigate any loss it suffers arising from the other party's breach.

## **12. TERMINATION AND CANCELLATION**

- 12.1.** The Company may terminate immediately if:
- 12.1.1.** the Customer becomes insolvent;
  - 12.1.2.** payment is overdue; or
  - 12.1.3.** there is a material breach which, if capable of remedy, is not remedied within 30 days after written notice requiring remedy.
- 12.2.** On termination, all outstanding sums shall become immediately due and payable.
- 12.3.** The Customer may not cancel an Order without the prior written consent of the Company.
- 12.4.** Where the Company agrees to cancellation, the Customer shall indemnify the Company against all losses, costs and expenses incurred as a result of such cancellation, including, without limitation:
- 12.4.1.** administrative costs;
  - 12.4.2.** procurement costs;
  - 12.4.3.** storage and transport costs;

- 12.4.4. loss of profit; and
- 12.4.5. any third-party cancellation charges.
- 12.5. The Company reserves the right to charge a reasonable cancellation fee reflecting the stage of performance of the Contract at the time of cancellation.
- 12.6. Where Goods have been ordered, dispatched or delivered, cancellation shall not be permitted unless otherwise agreed in writing.

### **13. GENERAL**

#### **13.1. Assignment and Transfer**

The Company may assign, novate, charge or otherwise deal with any of its rights under the Contract. The Customer may not assign, novate, transfer, declare a trust over or otherwise deal with any of its rights or obligations without the Company's prior written consent.

#### **13.2. Entire Agreement**

The Contract constitutes the entire agreement between the parties and supersedes all prior drafts, agreements, arrangements, understandings and representations relating to its subject matter. Each party acknowledges that it has not relied on any statement not expressly set out in the Contract, except that nothing excludes liability for fraud.

#### **13.3. Variation**

No variation shall be effective unless in writing, except for changes expressly permitted under the Contract to pricing mechanics or operational procedures notified by the Company in accordance with the Contract.

#### **13.4. Waiver**

No failure or delay by either party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy.

#### **13.5. Severance**

If any provision is invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and if such modification is not possible it shall be deemed deleted, without affecting the validity and enforceability of the remaining provisions.

#### **13.6. Notices**

Any notice given under or in connection with the Contract shall be in writing and delivered by hand, pre-paid first-class post, recognised courier or email to the relevant address notified by the receiving party. A notice shall be deemed received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by pre-paid first-class post, at 9.00 am on the second Business Day after posting;
- (c) if sent by courier, on signature of delivery receipt; and
- (d) if sent by email, at the time of transmission, provided no delivery failure message is received, except that an email sent outside business hours shall be deemed received at 9.00 am on the next Business Day.

#### **13.7. Third Party Rights**

No third party shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract unless expressly stated otherwise.

#### **13.8. Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales.

#### **13.9. Jurisdiction**

The courts of England and Wales shall have exclusive jurisdiction.

#### **13.10. Compliance**

Each party shall comply with all Applicable Laws in connection with the Contract.

#### **13.11. Anti-Bribery, Sanctions and Modern Slavery**

- (a) Each party shall comply with all applicable anti-bribery and anti-corruption laws.
- (b) Neither party shall knowingly do anything that would cause the other party to breach any applicable sanctions or trade restrictions.
- (c) Each party shall comply with applicable modern slavery and human trafficking laws and maintain policies and procedures reasonably designed to prevent such conduct in its operations and supply chains.
- (d) A material breach of this clause shall entitle the non-defaulting party to terminate the Contract immediately by written notice.

#### **13.12. Dangerous Substances**

The Customer acknowledges that certain Goods may be hazardous and undertakes to store, handle, use and dispose of them safely and lawfully.

**13.13. Insurance**

Each party shall maintain with reputable insurers adequate insurance appropriate to its business and the risks assumed under the Contract, including public liability and employer's liability insurance, and shall provide evidence of such insurance on reasonable request.

**13.14. Intellectual Property and Data**

- (a) Nothing in the Contract transfers ownership of any intellectual property rights of either party.
- (b) The Company may use operational and transaction data relating to performance of the Contract for planning, analytics, service improvement, credit assessment, dispute resolution and legal compliance, subject to Applicable Law.
- (c) Where either party processes personal data under the Contract, it shall comply with applicable data protection laws.

**13.15. Confidentiality**

- (a) Each party shall keep the other party's Confidential Information confidential and shall not disclose it except to employees, officers, advisers, insurers, financiers, Affiliates or subcontractors who need to know it and are bound by confidentiality obligations, or where disclosure is required by law or a competent authority.
- (b) Each party may use the other party's Confidential Information only for the purpose of performing or exercising rights under the Contract.
- (c) This clause shall continue for five years after expiry or termination of the Contract.

**13.16. Subcontracting**

The Company may subcontract any part of its obligations, but shall remain responsible for the acts and omissions of its subcontractors as if they were its own.

**14. DATA PROTECTION AND PRIVACY**

**14.1.** Each party shall comply with all applicable data protection laws in connection with the Contract.

**14.2.** The Company may process personal data relating to the Customer and its personnel, representatives and contacts for the purposes of:

- 14.2.1.** administering and performing the Contract;
- 14.2.2.** managing the customer relationship;
- 14.2.3.** credit assessment and credit control;
- 14.2.4.** fraud prevention, risk management and legal compliance; and
- 14.2.5.** exercising and enforcing its rights under the Contract.

**14.3.** Further information about how the Company uses personal data shall be set out in the Company's Privacy Notice, as amended from time to time.

**15. CREDIT REFERENCE AND FINANCIAL CHECKS**

**15.1.** The Company may, at any time, obtain and use credit reports, credit scores and other financial, trade or risk information from credit reference agencies, credit insurers and other third-party sources for the purposes of:

- 15.1.1.** assessing the Customer's creditworthiness;
- 15.1.2.** setting, reviewing or withdrawing credit limits;
- 15.1.3.** managing credit risk; and
- 15.1.4.** determining payment terms.

**15.2.** The Customer shall promptly provide such financial information, trade references and other information as the Company may reasonably require for credit assessment and review purposes.

**16. COMPLIANCE DISCLOSURES**

**16.1.** The Customer acknowledges and agrees that the Company may use, retain and disclose such information as is reasonably necessary to comply with Applicable Law, regulatory requirements, tax requirements, reporting obligations and lawful requests from governmental or regulatory authorities.

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**PART B – FUEL SUPPLY**

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## **1. PRICE**

- 1.1.** Prices may be adjusted up to delivery due to:
  - 1.1.1.** market fluctuations;
  - 1.1.2.** duties and taxes, including without limitation fuel duty, VAT and any other applicable levy, tax or charge imposed by law or any governmental authority;
  - 1.1.3.** additional transport, labour, logistics or administration charges arising from out-of-hours, weekend, bank holiday or other non-standard deliveries; and
  - 1.1.4.** cost changes.

## **2. PAYMENT**

- 2.1.** Payment is a condition of supply.
- 2.2.** The Company may:
  - 2.2.1.** withdraw or limit credit; and/or
  - 2.2.2.** suspend deliveries.

## **3. DELIVERY**

- 3.1.** The Customer shall ensure sufficient tank capacity at the point of delivery.
- 3.2.** If the Customer cannot receive the full quantity, the Customer remains liable for the full Order unless otherwise agreed in writing by the Company.
- 3.3.** If delivery is refused or cannot be completed:
  - 3.3.1.** delivery shall be deemed complete; and
  - 3.3.2.** costs shall be recoverable.
- 3.4.** Incorrect delivery details shall be the responsibility of the Customer.
- 3.5.** Deliveries requested by the Customer outside the Company's standard delivery hours, including evenings, weekends, bank holidays or other out-of-hours periods, shall be subject to the Company's prior agreement and may incur additional transport, labour, logistics and administration charges. Any such surcharge shall be notified to the Customer and shall be payable in addition to the price of the Fuel and any other charges due under the Contract.

## **4. ORDERS**

- 4.1.** Orders arise via:
  - 4.1.1.** quotation acceptance;
  - 4.1.2.** purchase order; or
  - 4.1.3.** instruction.
- 4.2.** Order Confirmations must be checked immediately.
- 4.3.** If not disputed prior to delivery, they shall be deemed correct.

## **5. SITE CONDITIONS**

- 5.1.** The Customer shall be solely responsible for ensuring that the Site and all tanks, storage facilities, fill points, pipework, gauges, vents, connections and associated infrastructure are safe, suitable, clearly identified, properly maintained and fit for the receipt and storage of the Fuel ordered. Without limitation, the Customer shall ensure that:
  - 5.1.1.** the correct tank is clearly identified and available for delivery;
  - 5.1.2.** there is sufficient ullage and storage capacity to receive the full quantity ordered;
  - 5.1.3.** all tanks, fill points, vents, valves, gauges and pipework are in good working order and free from defect;
  - 5.1.4.** access to the Site is safe, legal and suitable for the Company's delivery vehicle;
  - 5.1.5.** all necessary site instructions, delivery instructions and safety information are accurate and provided to the Company before delivery; and
  - 5.1.6.** the Site and delivery arrangements comply with all applicable health, safety and environmental laws and requirements.
- 5.2.** The Company shall be entitled to rely on the Customer's instructions and information in relation to the Site, tank identification, capacity, ullage and delivery arrangements and shall have no liability for any loss, contamination, overfill, misdelivery, delay, damage or failed delivery arising from inaccurate, incomplete

or misleading information provided by the Customer or from any defect in the Customer's tanks, equipment or infrastructure.

## **6. MEASUREMENT AND QUANTITY**

- 6.1.** The quantity of Fuel delivered shall be determined by the Company's measuring systems, including without limitation tanker meters, loading rack figures, delivery meter readings, temperature-adjusted volumes where customary, or such other industry-standard measurement methods as the Company reasonably uses.
- 6.2.** In the absence of manifest error, the measurements and records of the Company shall be final and binding as to the quantity of Fuel delivered.
- 6.3.** Reasonable tolerances shall apply to all deliveries, having regard to operational, metering, temperature, logistical and delivery conditions.
- 6.4.** The Customer shall not be entitled to reject delivery or refuse payment by reason only of any such reasonable tolerance, and the price payable shall be adjusted pro rata where appropriate.
- 6.5.** The Customer shall notify the Company without undue delay, and in any event within 48 hours of delivery, of any alleged shortage or discrepancy in delivered quantity, failing which the quantity shown by the Company's records shall be deemed accepted by the Customer.
- 6.6.** Where the Customer alleges a quantity discrepancy, the Company shall be given a fair opportunity to investigate the matter, and the Customer shall preserve all relevant records and information.

## **7. QUALITY AND CONTAMINATION**

- 7.1.** Fuel shall meet specification at delivery.
- 7.2.** Any warranty as to specification or quality shall cease on discharge into the Customer's tank or storage system.
- 7.3.** The Company shall have no liability for:
  - 7.3.1.** mixed fuel;
  - 7.3.2.** contaminated tanks;
  - 7.3.3.** third-party product; or
  - 7.3.4.** storage conditions.

## **8. CLAIMS**

- 8.1.** Claims must be made within 48 hours of delivery.

## **9. TESTING AND DISPUTES**

- 9.1.** Independent laboratory testing shall apply where appropriate.
- 9.2.** Results shall be final and binding.
- 9.3.** Costs shall be borne by the unsuccessful party.

## **10. INDEMNITY**

- 10.1.** The Customer shall indemnify the Company for:
  - 10.1.1.** site risks;
  - 10.1.2.** contamination; and
  - 10.1.3.** environmental damage.

## **11. CANCELLATION**

- 11.1.** Orders for Fuel may not be cancelled once scheduled for delivery without the Company's prior written consent.
- 11.2.** Where cancellation is accepted, the Customer shall be liable for:
  - 11.2.1.** transport and logistics costs;
  - 11.2.2.** supplier or terminal charges;
  - 11.2.3.** any price difference on resale; and
  - 11.2.4.** administrative costs.
- 11.3.** If the Customer fails to accept delivery, the provisions of clause 3 of this Part B shall apply and the Customer shall remain liable for the full Order.

## **12. CONTROLLED OILS, HMRC REPORTING AND COMPLIANCE**

- 12.1. The Customer acknowledges that certain Fuel products supplied by the Company may constitute controlled oils or otherwise be subject to excise, duty, tax, reporting, record-keeping, declaration, verification or other compliance obligations under Applicable Law.
  - 12.2. The Customer shall promptly provide all information, declarations, confirmations, records and assistance reasonably requested by the Company in connection with such obligations, including information relating to:
    - 12.2.1. end use, delivery destination, storage location, customer identity, onward sale or use; and
    - 12.2.2. any other matter reasonably required for lawful supply, reporting, audit or verification.
  - 12.3. The Customer acknowledges and agrees that the Company may collect, use, retain and disclose relevant customer, transaction and delivery information to HM Revenue & Customs, credit reference agencies, credit insurers and other competent authorities or third-party compliance providers where reasonably required for lawful supply, reporting, audit, compliance, credit assessment or verification purposes.
  - 12.4. The Company may suspend, refuse or delay delivery where the Customer has not provided information or documentation reasonably required by the Company for lawful or compliant supply, and the Company shall have no liability for any such suspension, refusal or delay.
  - 12.5. The Customer warrants that all information provided for credit assessment, tax, duty, controlled oils, RDCO or related compliance purposes shall be complete, accurate and not misleading.
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## **PART C – LUBRICANTS AND RELATED PRODUCTS**

### **1. SUPPLY MODEL**

- 1.1. The Company supplies lubricants and related products (together, the Products) including, without limitation:
  - 1.1.1. engine oils, hydraulic oils, gear oils, greases, coolants, antifreeze; and
  - 1.1.2. associated consumables.
- 1.2. The Company acts as a distributor and may arrange for delivery directly from third-party suppliers or manufacturers.
- 1.3. The Customer acknowledges that:
  - 1.3.1. the Company does not manufacture the Products;
  - 1.3.2. Products may be supplied directly from a third party; and
  - 1.3.3. the Company does not control the manufacturing process.

### **2. PRODUCT SELECTION AND SUITABILITY**

- 2.1. The Customer shall be solely responsible for selecting the correct Product for its intended use.
- 2.2. Any advice, recommendation or guidance provided by the Company:
  - 2.2.1. is given in good faith;
  - 2.2.2. is based solely on information provided by the Customer; and
  - 2.2.3. does not constitute a warranty, guarantee or representation as to suitability.
- 2.3. The Customer acknowledges that it has not relied on any representation or statement not expressly set out in this Contract.
- 2.4. The Company shall have no liability for:
  - 2.4.1. incorrect product selection and/or incompatibility with equipment;
  - 2.4.2. performance issues arising from product choice; or
  - 2.4.3. failure caused by mixing Products or incorrect application.

### **3. CUSTOMER INFORMATION AND RELIANCE**

- 3.1. The Customer warrants that all information provided to the Company is accurate, complete and not misleading regarding, but not limited to:
  - 3.1.1. Equipment, operating conditions, performance requirements; and
  - 3.1.2. compatibility requirements
- 3.2. The Company shall be entitled to rely on such information without independent verification.

### **4. DELIVERY AND THIRD-PARTY SUPPLIERS**

- 4.1. Where delivery is made directly by a supplier:

- 4.1.1. delivery times are estimates only;
    - 4.1.2. the Company shall not be liable for delays caused by suppliers; and
    - 4.1.3. delivery may be subject to third-party terms.
  - 4.2. The Company shall not be liable for:
    - 4.2.1. supplier errors, late delivery, shortages; or
    - 4.2.2. logistical or transport issues outside its control.
- 5. WARRANTIES**
  - 5.1. All product warranties are provided solely by the manufacturer.
  - 5.2. The Company does not provide any warranty in respect of:
    - 5.2.1. product performance, fitness for purpose, durability or lifespan; or
    - 5.2.2. compatibility with equipment
  - 5.3. To the fullest extent permitted by law, all warranties implied by statute or common law are excluded.
- 6. CLAIMS AND DEFECTS**
  - 6.1. Any claim relating to defective Products shall:
    - 6.1.1. be notified in accordance with these Conditions; and
    - 6.1.2. be referred to the manufacturer.
  - 6.2. The Company's liability shall be limited to facilitating communication with the manufacturer where appropriate.
  - 6.3. The Company shall have no liability for:
    - 6.3.1. defects arising after delivery, improper storage or handling; or
    - 6.3.2. contamination or mixing of Products.
- 7. STORAGE AND HANDLING**
  - 7.1. The Customer shall be responsible for:
    - 7.1.1. correct storage conditions;
    - 7.1.2. safe handling; and
    - 7.1.3. correct use of Products.
  - 7.2. The Company shall have no liability for:
    - 7.2.1. degradation due to storage conditions;
    - 7.2.2. contamination after delivery; or
    - 7.2.3. mixing with incompatible substances.
- 8. LIMITATION OF LIABILITY**
  - 8.1. The Company shall not be liable for:
    - 8.1.1. damage to equipment caused by incorrect Product selection;
    - 8.1.2. loss arising from incompatibility;
    - 8.1.3. downtime or business interruption; or
    - 8.1.4. indirect or consequential losses.
- 9. INDEMNITY**
  - 9.1. The Customer shall indemnify the Company against all losses arising from:
    - 9.1.1. incorrect product selection;
    - 9.1.2. misuse or misapplication of Products;
    - 9.1.3. reliance on inaccurate Customer information; or
    - 9.1.4. failure to follow manufacturer guidance.
- 10. CANCELLATION**
  - 10.1. Orders for Products may not be cancelled once placed with a supplier or dispatched.
  - 10.2. Where cancellation is accepted, the Customer shall be liable for:
    - 10.2.1. supplier cancellation charges;
    - 10.2.2. restocking fees;
    - 10.2.3. transport costs; and
    - 10.2.4. administrative costs.
  - 10.3. The Customer acknowledges that certain Products may be non-returnable.

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## **PART D – FUEL SERVICES**

### **1. SCOPE OF SERVICES**

- 1.1.** The Company may provide fuel-related services including, without limitation:
  - 1.1.1.** tank emptying and decommissioning;
  - 1.1.2.** tank cleaning and waste removal;
  - 1.1.3.** surface preparation;
  - 1.1.4.** application of single or double skin lining systems;
  - 1.1.5.** inspection; and
  - 1.1.6.** associated works.
- 1.2.** The Company shall perform the Services with reasonable skill and care.

### **2. CUSTOMER RESPONSIBILITIES**

- 2.1.** The Customer shall:
  - 2.1.1.** provide safe access to the Site;
  - 2.1.2.** ensure all tanks and associated infrastructure are accessible and safe for entry;
  - 2.1.3.** provide all relevant information regarding tank contents, history and condition;
  - 2.1.4.** ensure all necessary permits, licences and permissions are in place; and
  - 2.1.5.** ensure the Site complies with all applicable health, safety and environmental laws.
- 2.2.** The Customer warrants that all information provided is accurate and complete.

### **3. SITE CONDITIONS AND PRE-EXISTING DEFECTS**

- 3.1.** The Company shall not be responsible for the structural integrity of any tank or associated pipework, groundworks or drainage in the vicinity of the tank.
- 3.2.** The Company shall not be liable for:
  - 3.2.1.** pre-existing defects;
  - 3.2.2.** corrosion, deterioration or failure of tank structure;
  - 3.2.3.** contamination existing prior to commencement of Services; or
  - 3.2.4.** defects not reasonably identifiable during normal inspection.
- 3.3.** The Customer acknowledges that:
  - 3.3.1.** tanks may contain unknown defects;
  - 3.3.2.** cleaning or preparation works may expose underlying issues; and
  - 3.3.3.** such issues remain the responsibility of the Customer.

### **4. TANK ENTRY AND SAFETY**

- 4.1.** The Company shall carry out confined space entry in accordance with applicable regulations.
- 4.2.** The Customer shall ensure that:
  - 4.2.1.** the tank is safe for entry;
  - 4.2.2.** all hazardous substances are properly declared; and
  - 4.2.3.** emergency procedures are in place where required.
- 4.3.** The Company may suspend work where safety concerns arise.

### **5. LINING SYSTEMS**

- 5.1.** Where lining systems are applied:
  - 5.1.1.** application shall be carried out in accordance with manufacturer specifications;
  - 5.1.2.** performance depends on existing tank condition; and
  - 5.1.3.** no guarantee is given that lining will remedy structural defects.
- 5.2.** The Company shall not be liable for failure of the lining system where caused by:
  - 5.2.1.** pre-existing defects;
  - 5.2.2.** structural movement;
  - 5.2.3.** contamination; or
  - 5.2.4.** improper use or maintenance after application.

### **6. WARRANTIES**

- 6.1. The Company may provide a workmanship warranty limited to:
    - 6.1.1. correct application of the lining system; and
    - 6.1.2. compliance with agreed specification.
  - 6.2. Any product warranty shall be provided by the manufacturer and not by the Company.
  - 6.3. The Company gives no warranty in respect of:
    - 6.3.1. product performance beyond application;
    - 6.3.2. suitability of the tank; or
    - 6.3.3. long-term integrity of the tank structure.
  - 6.4. All warranties are subject to:
    - 6.4.1. proper use and maintenance;
    - 6.4.2. compliance with manufacturer guidance; and
    - 6.4.3. no unauthorised modification
  - 6.5. The Customer acknowledges that the condition of any tank, lining system, access point, manway, cover, fitting, seal, vent, pipework or associated infrastructure may be affected after completion of the Services by matters outside the Company's control, including interference, tampering, unauthorised access, removal or loosening of covers or fittings, ingress of water or contaminants, operation of the tank, subsequent deliveries, third-party works, poor housekeeping, lack of maintenance or exposure to the elements. The Company shall have no liability for any contamination, deterioration, failure, defect or loss arising after completion of the Services and departure from Site except to the extent caused by the Company's negligence.
  - 6.6. Any workmanship warranty or other warranty given by the Company shall automatically cease to apply if, after completion of the Services, any tank, lining system, manway, cover, fitting, vent, seal, pipework or associated infrastructure is opened, removed, altered, interfered with, not properly maintained, or exposed to contamination, water ingress or other adverse conditions not caused by the Company.
  - 6.7. The Customer shall notify the Company in writing of any alleged defect, issue, contamination, ingress, failure or other complaint relating to the Services as soon as reasonably practicable and, in any event, within 5 Business Days of discovery. The Customer shall preserve the condition of the tank, lining system and associated infrastructure so far as reasonably possible and shall give the Company a fair opportunity to inspect and investigate before any remedial or third-party work is undertaken, except where immediately necessary for safety or environmental protection. Failure to comply with this clause may result in the relevant claim or warranty being reduced or rejected to the extent that the Company is prejudiced.
- 7. ENVIRONMENTAL AND CONTAMINATION RISK**
- 7.1. The Customer shall be responsible for:
    - 7.1.1. pre-existing contamination;
    - 7.1.2. environmental condition of the Site; and
    - 7.1.3. compliance with environmental legislation.
  - 7.2. The Company shall not be liable for:
    - 7.2.1. historic pollution;
    - 7.2.2. contamination discovered during works; or
    - 7.2.3. migration of contamination not caused by the Company's negligence.
- 8. LIABILITY LIMITATIONS**
- 8.1. The Company shall not be liable for:
    - 8.1.1. loss of business or downtime;
    - 8.1.2. tank failure not caused by the Company;
    - 8.1.3. failure arising from underlying tank condition; or
    - 8.1.4. environmental liabilities except where caused by the Company's negligence.
  - 8.2. The Company's total liability for Services under this Part D shall not exceed the total value of the relevant Contract unless otherwise agreed in writing.
- 9. CUSTOMER INDEMNITY**
- 9.1. The Customer shall indemnify the Company against all losses arising from:
    - 9.1.1. inaccurate information about the tank or Site;
    - 9.1.2. unsafe conditions;
    - 9.1.3. environmental contamination not caused by the Company; or

9.1.4. breach of applicable laws.

## **10. CANCELLATION AND MOBILISATION**

- 10.1.** The Customer may not cancel Services without the Company's prior written consent.
- 10.2.** Where cancellation occurs after mobilisation has commenced, the Customer shall be liable for:
- 10.2.1.** mobilisation and demobilisation costs;
  - 10.2.2.** labour costs incurred;
  - 10.2.3.** equipment and plant hire costs;
  - 10.2.4.** subcontractor costs; and
  - 10.2.5.** loss of profit.
- 10.3.** For the purposes of this clause, mobilisation includes, without limitation:
- 10.3.1.** allocation of personnel;
  - 10.3.2.** transport of equipment;
  - 10.3.3.** site attendance; and
  - 10.3.4.** preparatory works.
- 10.4.** Where Services are cancelled after commencement, the Customer shall be liable for the full value of Services completed and any committed costs.

## **11. PAYMENT AND MILESTONES**

- 11.1.** The Company may require payment:
- 11.1.1.** in advance;
  - 11.1.2.** on mobilisation;
  - 11.1.3.** at agreed project milestones; and/or
  - 11.1.4.** on completion.
- 11.2.** Where milestone payments are agreed, the Customer shall make payment in accordance with the agreed schedule.
- 11.3.** The Company may suspend Services if payment is not made when due.

## **12. VARIATIONS, ADDITIONAL WORK AND RE-QUOTATION**

- 12.1.** If, after commencement of the Services, the Company acting reasonably determines that the scope, condition of the tank, Site conditions, contamination, access issues, structural condition, underlying defects, or any other circumstances materially differ from those reasonably apparent or disclosed at the time the quotation was prepared, the Company may notify the Customer that additional or revised work is required.
- 12.2.** In such circumstances, the Company may submit a revised quotation or proposal for the additional or varied work and may suspend the affected Services pending the Customer's instructions.
- 12.3.** The Customer shall pay the Company for all Services performed, labour used, plant, equipment, materials, subcontractor costs and all other costs and expenses reasonably incurred up to the date of such notification or suspension, whether or not the Customer accepts the revised quotation.
- 12.4.** Where the Customer instructs the Company to proceed with the additional or varied work, such instruction may be given verbally, in writing, by email or by conduct and shall be treated as an acceptance of the revised quotation or, where no revised quotation has yet been issued, as an instruction to proceed on a reasonable cost basis pending agreement of revised rates or price.
- 12.5.** If the Customer does not accept the revised quotation, the Company may cease the affected Services and shall be entitled to invoice for all work completed and all costs and expenses reasonably incurred up to the date of cessation.

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## **PART E – ENVIRONMENTAL SERVICES**

### **1. WASTE CLASSIFICATION AND RESPONSIBILITY**

- 1.1.** The Customer shall be solely responsible for:
- 1.1.1.** the accurate description, classification and identification of all waste;
  - 1.1.2.** ensuring compliance with all applicable waste legislation, including duty of care obligations; and
  - 1.1.3.** providing all required documentation, including waste transfer notes and consignment notes.

- 1.2. The Company shall be entitled to rely on all information provided by the Customer and shall have no obligation to verify its accuracy.

## **2. HAZARDOUS WASTE**

- 2.1. The Customer shall:
  - 2.1.1. correctly identify any hazardous waste;
  - 2.1.2. comply with all hazardous waste regulations; and
  - 2.1.3. ensure appropriate packaging, labelling and containment unless otherwise agreed in writing by the Company in advance.
- 2.2. The Customer shall not mix different waste streams unless expressly agreed in writing.
- 2.3. The Customer shall immediately notify the Company if any waste is mixed, misdescribed or potentially hazardous beyond the declared specification.

## **3. REJECTION AND NON-COMPLIANT WASTE**

- 3.1. The Company reserves the right to:
  - 3.1.1. refuse to collect or accept waste that is incorrectly described or unsafe; or
  - 3.1.2. return such waste at the Customer's cost.
- 3.2. The Customer shall be liable for all additional costs arising from:
  - 3.2.1. incorrect classification;
  - 3.2.2. mixed or contaminated waste; or
  - 3.2.3. non-compliant packaging or storage.

## **4. LIABILITY AND INDEMNITY**

- 4.1. The Customer shall indemnify the Company against all losses, liabilities, costs and claims arising from:
  - 4.1.1. incorrect or incomplete waste descriptions;
  - 4.1.2. hazardous properties not disclosed;
  - 4.1.3. breaches of environmental legislation; and
  - 4.1.4. contamination or pollution caused by the Customer's waste.

## **5. TRANSFER OF RESPONSIBILITY**

- 5.1. Responsibility for waste shall only pass to the Company upon:
  - 5.1.1. collection; and
  - 5.1.2. completion of all required documentation in accordance with applicable law.
- 5.2. The Customer shall remain responsible for the waste until such transfer is completed in full compliance with applicable law.

## **PART F – INDUSTRIAL SERVICES**

### **1. SCOPE OF SERVICES**

- 1.1. The Company may provide industrial services including, without limitation, cleaning, maintenance, preparation, mechanical support, site works and associated industrial activities.
- 1.2. The Company shall perform the Services with reasonable skill and care.

### **2. CUSTOMER RESPONSIBILITIES**

- 2.1. The Customer shall:
  - 2.1.1. provide safe access to the Site;
  - 2.1.2. ensure all relevant permits, permissions and approvals are in place;
  - 2.1.3. provide all necessary site information and instructions; and
  - 2.1.4. ensure compliance with applicable health and safety laws.

### **3. SITE SAFETY**

- 3.1. The Customer shall remain responsible for overall Site safety and conditions not under the direct control of the Company.
- 3.2. The Company may suspend work where Site conditions are unsafe.
- 3.3. Upon completion of the Services and the Company's departure from Site, the Customer shall be responsible for the security, condition and protection of the Site and any area, equipment or

infrastructure on which the Company has worked. The Company shall have no liability for any deterioration, contamination, damage, interference or change in condition occurring after completion arising from any act or omission of the Customer or any third party.

#### **4. LIABILITY**

- 4.1.** The Company shall not be liable for:
  - 4.1.1.** delays caused by Site conditions;
  - 4.1.2.** disruption caused by the Customer or third parties; or
  - 4.1.3.** losses arising from inaccurate information supplied by the Customer.
- 4.2.** The Customer shall notify the Company in writing of any alleged defect, issue or complaint relating to the Services as soon as reasonably practicable and, in any event, within 5 Business Days of discovery, and shall give the Company a fair opportunity to inspect and investigate before any remedial or third-party work is undertaken, except where immediately necessary for safety reasons.

#### **5. CANCELLATION AND MOBILISATION**

- 5.1.** The Customer may not cancel Services without the Company's prior written consent.
- 5.2.** Where cancellation occurs after mobilisation or project commencement, the Customer shall be liable for:
  - 5.2.1.** mobilisation and setup costs;
  - 5.2.2.** labour and supervision costs;
  - 5.2.3.** plant, equipment and access costs;
  - 5.2.4.** subcontractor and third-party costs; and
  - 5.2.5.** loss of profit.
- 5.3.** Mobilisation shall include:
  - 5.3.1.** project planning and preparation;
  - 5.3.2.** allocation of personnel and resources;
  - 5.3.3.** delivery of equipment to Site; and
  - 5.3.4.** site attendance.
- 5.4.** The Company shall be entitled to invoice for all work completed and costs incurred up to the date of cancellation.

#### **6. PAYMENT AND MILESTONES**

- 6.1.** The Company may require staged payments based on:
  - 6.1.1.** mobilisation;
  - 6.1.2.** project phases;
  - 6.1.3.** completion of defined milestones; and/or
  - 6.1.4.** completion of the Services.
- 6.2.** The Company shall be entitled to issue invoices in accordance with such milestones.
- 6.3.** Failure to make payment shall entitle the Company to suspend or delay the Services.

#### **7. VARIATIONS, ADDITIONAL WORK AND RE-QUOTATION**

- 7.1.** If, after commencement of the Services, the Company acting reasonably determines that the scope of the works, Site conditions, access requirements, contamination, obstructions, defects, additional preparatory works or any other circumstances materially differ from those reasonably apparent or disclosed at the time the quotation was prepared, the Company may notify the Customer that additional or revised work is required.
- 7.2.** In such circumstances, the Company may submit a revised quotation or proposal for the additional or varied work and may suspend the affected Services pending the Customer's instructions.
- 7.3.** The Customer shall pay the Company for all Services performed, labour used, plant, equipment, materials, subcontractor costs and all other costs and expenses reasonably incurred up to the date of such notification or suspension, whether or not the Customer accepts the revised quotation.
- 7.4.** Where the Customer instructs the Company to proceed with the additional or varied work, such instruction may be given verbally, in writing, by email or by conduct and shall be treated as an acceptance of the revised quotation or, where no revised quotation has yet been issued, as an instruction to proceed on a reasonable cost basis pending agreement of revised rates or price.
- 7.5.** If the Customer does not accept the revised quotation, the Company may cease the affected Services and shall be entitled to invoice for all work completed and all costs and expenses reasonably incurred up to the date of cessation.