

## Conditions relating to sales of fuels and lubricating oils

“George J Goff Ltd” trading as “Goff Petroleum” will be referred to as “the Company”

1 All sales by George J Goff Ltd (Company) are subject to the terms and conditions contained herein, as amended and notified from time to time.

### 2 Price

The price is that ruling on the day of delivery irrespective of the date of order or any payment sent with order.

### 3 Payment

Payment terms are cash on delivery or within three days unless other terms have been agreed which will certainly not be later than 20<sup>th</sup> day of the month following that in which the delivery is made.

### 4 Interest

Interest may be charged on overdue monies at the rate of 5% per annum above Midland Bank PLC base rate as published and varied from time to time.

### 5 Quantity

- (a) The quantity delivered is that which is shown as having been discharged by the Company's Road Tanker Wagon Dip-rod or meter. In particular no responsibility for shortages will be accepted if a clean receipt is given at the time of delivery.
- (b) The buyer or the buyer's representative shall check the correctness of the Company's quantities. If the buyer or buyers representative insist on mounting the wagon then they do so at their own risk. In the absence of the buyer's representation the Company shall be entitled to commence delivery and in this case the measurement ascertained by them shall be accepted by the buyer as correct.

### 6 Delivery

- (a) It is the buyer's responsibility to ensure that there is sufficient ullage in the storage tank to accept the quantity ordered.
- (b) The Company shall not accept responsibility for the dipping, checking, or testing of the buyer's tank(s).
- (c) The buyer shall be responsible for ensuring that the fuel is delivered into the correct tank or fill-pipe on the buyer's tank(s).
- (d) The Company accepts no responsibility for any damage howsoever caused resulting from the failure on the buyers part to carry out his responsibility (a), (b), or (c) above and the buyer shall indemnify the Company on demand from all expenses, costs and damages arising from such failure.

### 7 Wrong Products

In the event of a delivery by the Company of products differing in quality or description from the products agreed to be sold 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 buyer's possession are contaminated by the admixture of the wrong products, 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 wrong products or the misapplication of any product supplied by the Company.

### 8 Title and Risk

The Seller shall be deemed to be the owner of the products and shall retain the property in and the legal title to all products until all sums owing to the Seller have been paid. All risks shall be the responsibility of the buyer as soon as the product leaves the Sellers delivery coupling.

### 9 Liability

- (a) Subject to sub-clause (b) hereof The Company shall not be liable for any loss or damage whatsoever caused by or arising out of or in connection with the use or handling of the Company's products after the risk therein has passed to the buyer and the buyer shall indemnify the Company against all claims which may be made against the Company for such loss or damage and against all costs and expenses incurred by the company in connection therewith including the costs and expenses of investigating any such claim.
- (b) In the event and to the extent that any product supplied by or for the Company to the buyer may prove to be defective the liability of the Company to the buyer howsoever arising shall not in any case exceed the cost to the Company of replacing the said product up to the original delivery point or the delivery coupling as the case may be. The Company shall not in any event be liable to the buyer for any damage to property nor for any consequential loss including (but not limited to) loss of profit or contracts howsoever arising.

### 10 Petroleum Certificate

It is the buyer's responsibility to provide the Seller's driver with a petroleum certificate before commencement of a delivery of motor spirit.

### 11 Acceptance

Acceptance of the delivery of the product will be deemed to be acceptances of all the above conditions.