



Terms & Conditions of Sale Bulk Fuel

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Rix Petroleum Limited
Witham House
45 Spyvee Street
Hull
HU8 7JR

Telephone 01482 22 44 22
Facsimile 01482 33 85 91
Email sales@rix.co.uk
Visit www.rix.co.uk

TERMS AND CONDITIONS OF SALE

Bulk Fuel

Your attention is in particular drawn to the provisions of condition 13.

The following Terms and Conditions (the "Conditions") set out how we will work together. As these are legal conditions it is important that you read and understand the Conditions, in particular the provisions of condition 13.4 if you are a business, and conditions 13.6 if you are a consumer, before entering into any contract with us. If you are uncertain as to your rights under them or you want any explanation about them please write to us at Witham House, 45 Spyvee Street, Hull, HU8 7JR or telephone 0800 542 4207. You should only enter into a contract with us if you wish to be bound by the Conditions set out below.

Nothing in these Conditions affects your statutory rights if you are a consumer.

1. Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:-

Approved Credit Account: means a credit account agreed in writing between You and Us;

Contract: means the contract between You and Us for the sale and purchase of the Products, which is subject to these Conditions;

Online Order Form: means the online purchase form on Our Website which can be used to place orders for the Products online;

Products: means any products agreed in the Contract to be supplied to You by Us, such as, but not limited to, petroleum products, oils, lubricants, motor spirit, kerosene, domestic heating oil and Aga additive;

We, Us, Our: means the company who agrees to sell the Products to You and with whom You will have a Contract as determined by condition 2;

Website: means www.rix.co.uk;

Working Day: means any day other than a Saturday, Sunday or a public holiday in the United Kingdom;

You, Your, Yourself: means the individual consumer or business who purchases the Products from Us. You will be a consumer for the purposes of these Conditions if Your use of the Products is for personal purposes only rather than resale and not for use in connection with any trade, business or profession.

2. Our Identity

2.1 The company You contract with will depend on where You live (if You are a consumer) or where Your head office is based (if You are a business) as follows:

2.1.1 if Your head office is based or You live in Scotland Your Contract will be with Rix Petroleum (Scotland) Limited;

2.1.2 if Your head office is based or You live in East Anglia Your Contract will be with Rix Petroleum (East Anglia) Limited;

2.1.3 If Your head office is based or You live in the Midlands Your Contract will be with Rix Petroleum (Midlands) Limited;

2.1.4 if Your head office is based or You live in Mercia Your Contract will be with Rix Petroleum (Mercia) Limited;

2.1.5 if Your head office is based or You live in Spalding Your Contract will be with Rix Petroleum (Spalding) Limited;

2.1.6 in all other cases Your Contract will be with Rix Petroleum (Hull) Limited.

3. Application of Terms

3.1 These Conditions apply to all Our sales to You unless We agree any variation to these Conditions in writing. By entering into a Contract with Us You agree that no other terms and conditions will apply to this Contract (including any terms and conditions You attempt to apply under any purchase order, confirmation of order, specification or other document).

3.2 Please do not rely on promises or claims which are not confirmed in writing or which are made by anyone other than Our authorised agents. If You are a business no such promises or claims will form part of the Contract. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation (false statements which We make knowingly or recklessly).

- 3.3 If You are a business any variation to these Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by Our authorised representative.
- 3.4 **If You wish to enter into a Contract with Us You should:**
- 3.4.1 telephone 0800 5424207 and place Your order over the telephone; or
 - 3.4.2 fax Your order to 01482 338591; or
 - 3.4.3 write to Rix Petroleum (Hull) Limited, Witham House, 45 Spyvee Street, Hull, HU8 7JR; or
 - 3.4.4 complete an Online Order Form; or
 - 3.4.5 speak to one of Our authorised representatives in person and place Your order with them; or
 - 3.4.6 e-mail sales@rix.co.uk.
- 3.5 Any order You place will be regarded as a contractual offer by You to purchase the Products subject to these Conditions.
- 3.6 If You place Your order online, upon receipt of Your Online Order Form if We accept Your order We will e-mail You confirming acceptance of the legal contract between You and Us. We reserve the right to refuse an order if We feel it necessary.
- 3.7 You must ensure that any order You place and any applicable specification(s) are complete and accurate and that You indicate accurately the place of delivery when You place Your order. Where You are a business and order bulk fuel You must ensure that the grade of Products ordered meet Your requirements.
- 3.8 No order placed by You shall be accepted by Us until We acknowledge Your order and indicate that it has been accepted (either orally or in writing) or, if earlier, We deliver the Products to You. All orders are accepted subject to availability of the Products.
- 3.9 Any quotation is valid for a period of 24 hours only provided that We have not previously withdrawn or revised it.

4. Description

- 4.1 The quantity and description of the Products shall be as specified by You when You place Your order and as confirmed in Our delivery note.
- 4.2 All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained in Our catalogues or brochures are issued or published for the sole purpose of giving You an approximate idea of the Products described in them. If You are a business all such samples as listed above shall not form part of the Contract and this is not a sale by sample.

5. Cancellation by You

- 5.1 If You are a business You may not cancel or vary an order unless this is agreed in advance by Our authorised representative and provided You indemnify Us in full and on demand against any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by Us arising out of or in connection with any such cancellation or variation. We shall be entitled to make a delivery charge in respect of any costs of aborted delivery.
- 5.2 If You are a consumer, You do not have any right to cancel and change Your mind in respect of the Contract at law under the Distance Selling Regulations because the nature of the Products is such that they cannot be returned and are liable to deteriorate. However, if You wish to cancel the Contract before the Products are delivered to You, please telephone 0800 5424207 and We will allow You to cancel if We have not incurred any delivery costs at the date You telephone Us. You can change your mind in respect of the Contract at any time before delivery of the Products providing that We have not incurred any delivery costs. Due to the nature of the Products if We need to retrieve the Products from You, You will need to pay for the costs of allowing Us to do this at a rate of £75.00 plus VAT an hour. This is the standard charge for collection and represents the costs to Us for collection but We may review this rate from time to time and We will notify You of any changes in advance.

6. Delivery of Products

- 6.1 Delivery of the Products shall take place into Your tank at the address You specify at the time You place Your order, unless We agree otherwise with You in writing.
- 6.2 If You are a business You shall take delivery of the Products at any time when Your

premises are open for business and at any time outside such opening hours if We have both agreed in writing that delivery may be outside such opening hours.

- 6.3 If You are a consumer, We will deliver the Products as soon as is possible after Your order has been received, and in any event within 30 days. If We are not able to deliver the Products within this time period, We will contact You and try to agree an alternative date for delivery with You. If You do not wish to agree to a new date for delivery You can change Your mind and cancel the Contract and We will refund any money paid to Us as soon as reasonably possible and at the latest within 30 days.
- 6.4 If You are a business, any dates specified by Us for delivery of the Products are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time.
- 6.5 If You are a business, subject to the other provisions of these Conditions We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by Our negligence), nor shall any delay entitle You to terminate or rescind the Contract unless such delay exceeds 180 days.
- 6.6 If You are a business, if for any reason You fail to accept delivery of any of the Products when they are ready for delivery, or We are unable to deliver the Products on time because You have not provided appropriate instructions, documents, licences, authorisations or access:
- 6.6.1 risk in the Products shall pass to You (including for loss or damage caused by Our negligence);
- 6.6.2 the Products shall be deemed to have been delivered; and
- 6.6.3 We may store the Products until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 6.7 We do not accept responsibility for the dipping, checking or testing of Your tanks.
- 6.8 Our measurements of quantity shown by any measuring device employed by Us (such as sealed meter unit, bill of lading or weighbridge) shall be conclusive evidence

of the amount delivered in the absence of manifest error. You may be present at the taking of such measurements. If You are a business, We do not accept any responsibility whatsoever for discrepancies between Our measuring device and Your tank dip rod or other measuring devices. If You are a business and You or Your representative, whether or not for the purpose of verifying Our measurement or quantity for that delivery, mount any vehicle used on that delivery, You or Your representative does so at his own risk and We accept no responsibility whatsoever.

- 6.9 We may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. If You are a business, no cancellation or termination of any one Contract relating to an instalment shall entitle You to repudiate or cancel any other Contract or instalment.
- 6.10 Practical logistics and the nature of the Products may mean that We cannot always deliver exact quantities and therefore if We deliver up to 10% more or less than the quantity ordered, You may not object to or reject the Products as a result of the surplus or shortfall and shall pay for such Products at the pro rata contract rate.
- 6.11 We shall not be bound to deliver the Products if:
- 6.11.1 Your premises or access ways are, in Our opinion, unsafe or unsuitable for Our delivery vehicle or Our employees or agents; or
 - 6.11.2 the only access to the tank is through Your house (this is because there is a risk of damage caused by oil spillage in such a situation); or
 - 6.11.3 if We reasonably believe that You have not complied with any of Your responsibilities as set out in condition 7.
- 6.12 If We cannot deliver the Products, in whole or in part, for any reason set out in condition 6.11 We will refund any price You have paid for the Products but may make a delivery charge together with any reasonable extra costs associated with a partial delivery.
- 6.13 Where delivery takes place at Our premises You shall comply with any environmental and health and safety regulations for the time being in force. In particular You shall not allow any smoking or naked lights in the vicinity of such delivery.

7. Your Responsibilities

7.1 You must:

- 7.1.1 accurately indicate the place of delivery and clearly notify any special delivery instructions or hazards when You place Your order;
- 7.1.2 provide reasonable and safe access for Our or Our agent's vehicles, employees and agents;
- 7.1.3 ensure that if, to effect delivery, Our vehicle is required to leave the public highway, the surface of any drive, access road or similar (and any man-lids or ducts) is capable of accepting heavy goods vehicles;
- 7.1.4 ensure that Your oil storage tank and associated equipment, pipe work, devices and any working tank contents gauge fitted are sound, operational, safe, in good working order, suitable for the grade of fuel ordered, properly vented, comply with applicable laws and will accommodate the full quantity of Products ordered;
- 7.1.5 provide clear guidance as to which tank is to be filled in the case of a site with more than one tank;
- 7.1.6 provide at the delivery point and at Your expense relevant, adequate, safe and appropriate assistance, equipment, facilities, supplies and access for Our employees or agents in accordance with the demands of applicable legislation, as We shall reasonably require and as required to allow Our employees or agents to operate safely;
- 7.1.7 ensure that where electric or other forms of controlled gates are present at Your property, they do not close on Our delivery vehicle or its equipment;
- 7.1.8 if You are a business, strictly observe all the conditions of Your Petroleum Storage Licence, and the requirements and conditions laid down by the Petroleum (Consolidation) Act 1928 and the regulations made thereunder and any statutory modifications or re-enactment thereof for the same time being in force and comply with all relevant statutes regulations and codes of practice relating to the delivery and storage of petroleum products including all environmental and health and safety acts and regulations and recommendations thereunder in relation to the receipt, storage and use of

the Products;

- 7.1.9 not allow any smoking or naked lights, nor permit any stoves, electric or gas fires or radiators to function in the vicinity of the delivery area or in proximity to a tank or inlet pipe into which the Products are being delivered or a vent pipe connected to such tank; and
 - 7.1.10 ensure no domestic heating oil sold to You by Us is sold for use in, or used as a fuel in, mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil Duties Act 1979.
- 7.2 It is Your responsibility to provide sufficient and suitable catchment or secondary containment to provide protection from contamination caused by Offset Fill. We may require You to purchase from Us a bucket or other receptacle where We believe this is necessary for this purpose at a cost notified to You. You will be responsible for managing the contents of any receptacle used for the purposes of secondary containment. If You do not wish to purchase any such receptacle We may refuse to deliver and make a delivery charge.
- 7.3 If You are a consumer We cannot accept responsibility for any damage caused resulting from Your failure to comply with this condition 7.
- 7.4 If You are a business You will fully indemnify Us on demand for any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by Us arising out of or in connection with any breach by You of any of the provisions of this condition 7, including, but not limited to loss of profits, depletion of goodwill, legal and other professional fees and expenses, the costs and expenses of investigating and defending any such claims and any costs incurred by Us in remediating any spillages or contamination caused by Us.
- 7.5 For the avoidance of doubt, if We deliver the Products into an incorrect tank, We have the right during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to recover them. If We deliver the Products into an incorrect tank either as a result of You failing to clearly identify the correct tank, or otherwise by reason of Your fault We may levy a charge for the costs of recovering the Products, which will include costs of the pumping out procedure.

8. Risk/Title

- 8.1 The Products are at Your risk from the time of delivery. In the case of Products delivered in bulk by road vehicle, delivery shall be deemed to take place and risk will pass to You when the Products pass from Our tank vehicle's permanent or temporary discharging hose or coupling.
- 8.2 In the case of barrel or other package deliveries the risk shall pass to You at the time of off-loading when the Products are removed from Our vehicle.
- 8.3 If You are a business, full legal, beneficial and equitable title to and property in the Products will not pass to You until We have received in full (in cash or cleared funds) all sums due to Us in respect of:
- 8.3.1 the Products; and
 - 8.3.2 all other sums which are or which become due to Us from You on any account or under any Contract.
- 8.4 If You are a business, until full legal, beneficial and equitable title to and property in the Products has passed to You, You shall:
- 8.4.1 hold the Products on a fiduciary basis as Our bailee and deliver the same up to Us on demand;
 - 8.4.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - 8.4.3 maintain the Products in satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On request You shall produce the policy of insurance to Us.
- 8.5 If You are a business You may resell the Products before ownership has passed to You solely on the following conditions:
- 8.5.1 any sale shall be effected in the ordinary course of Your business at full market value; and
 - 8.5.2 any such sale shall be a sale of Our property on Your own behalf and You shall deal as principal when making such a sale.

- 8.6 If You are a business Your right to possession of the Products shall terminate immediately if:
- 8.6.1 any sum due to Us from You under any account or Contract is not paid when due;
 - 8.6.2 You have a bankruptcy order made against You or make an arrangement or composition with Your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of Your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of You or for the granting of an administration order in respect of You, or any proceedings are commenced relating to the insolvency or possible insolvency of You; or
 - 8.6.3 You suffer or allow any execution, whether legal or equitable, to be levied on Your property or obtained against You, or fail to observe or perform any of Your obligations under the Contract or any other contract between Us and You, or are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or
 - 8.6.4 You encumber or in any way charge any of the Products.
- 8.7 We shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from Us.
- 8.8 If You are a business, You grant Us, Our agents and employees an irrevocable licence during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to inspect them, or, where Your right to possession has terminated, to repossess and recover them (or in the event of such Product being indistinguishable to take possession of a product of a like quality

and quantity) and dispose of the Products so as to discharge any sums owed to Us by You under this or any contract.

- 8.9 If You are a business, where We are unable to determine whether any Products are products in respect of which Your right to possession has terminated, You shall be deemed to have sold all products of the kind sold by Us to You in the order in which they were invoiced to You.
- 8.10 On termination of the Contract, howsoever caused, Our (but not Your) rights contained in this condition 8 shall remain in effect.
- 8.11 If You are a consumer We shall retain ownership of the Products until You have finished paying for them in full (in cash or cleared funds).
- 8.12 If You are a consumer until ownership of the Products has passed to You, You shall:
- 8.12.1 hold the Products on Our behalf; and
 - 8.12.2 keep the Products in satisfactory condition.
- 8.13 If You are a consumer and You fail to pay for the Products on time We may require on reasonable notice that You make available the Products for uplift by Us and allow Us to collect the Products from You (and enter Your premises if necessary for this purpose).

9. Price

- 9.1 Unless We agree otherwise with You in writing, the price for the Products shall be the price notified to You on request, subject to conditions 3.9 and 9.2.
- 9.2 If You are a business, We may vary the price at any time before delivery.
- 9.3 The price for any bucket or other secondary containment receptacle provided to You in accordance with condition 7.2 shall be the price provided to You on request.
- 9.4 We may charge You for the costs of the pumping out procedure if We have to recover the Products by reason of You cancelling the Contract after delivery or in accordance with condition 7.5 and such costs will be at the hourly rate notified to You on request.
- 9.5 You must pay the costs of any aborted delivery costs where We have been unable to

deliver the Products because You have not complied with Your obligations as set out in condition 7 and must pay for any reasonable costs incurred as a result of delayed delivery where such delay was caused by You. Such costs will be as notified to You on request.

- 9.6 You will pay any amounts due under conditions 9.3 to 9.5 when You are due to pay for the Products in accordance with condition 10 or at the latest within 7 days of invoice unless otherwise agreed in writing.
- 9.7 The unit price of any bulk Products may vary depending on the quantity You order. If We are unable to deliver the full quantity of Products ordered by You (either because Your tank is unable to accommodate the full quantity of Products ordered, or because We agree, at Your request, to deliver a smaller quantity of Products than the quantity originally ordered by You), We shall be entitled to increase or decrease (as applicable) the unit price of the Products to reflect the quantity actually supplied to You. This means that You will lose the benefit of any discounts that may have applied to the Products and which may only have been available due to the quantity of Products You ordered. You will not be entitled to any quantity discount if those quantities have not actually been taken by You.
- 9.8 Whilst We try to ensure our pricing information is accurate, if You are a consumer and an error is found in the pricing of Your order We will inform You and give You the option of reconfirming Your order at the amended price or cancelling the Contract.

10. Payment

- 10.1 If You do not have an Approved Credit Account, payment must be paid in pounds sterling on or before delivery (unless otherwise agreed).
- 10.2 If You have an Approved Credit Account, payment must be made in accordance with the payment terms notified to You when We confirm that an Approved Credit Account has been opened unless otherwise agreed. If payment is not made on the due date or if We in Our sole discretion decide at any time for any reason, We may reduce the said credit limit or stop all credit. If the Company offers credit in respect of any particular transaction, this does not create an obligation on the Company to offer credit in the future.
- 10.3 All sums due to Us shall be immediately due and payable on demand despite any other provision of these Conditions.

- 10.4 Time for payment shall be of the essence.
- 10.5 No payment shall be deemed to have been received until We have received cleared funds.
- 10.6 All payments due to Us under the Contract shall become due immediately on its termination despite any other provision.
- 10.7 If You are a business, You shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.
- 10.8 If You are a business and You fail to pay Us any sum due pursuant to the Contract on the due date for payment, We shall be entitled to:
- 10.8.1 charge You interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
 - 10.8.2 charge You the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
 - 10.8.3 cancel the Contract or suspend any further delivery of Products to You.
- 10.9 If You are a business, We reserve the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.
- 10.10 If You are a consumer and fail to pay to Us any sum due under the Contract on the due date for payment, You will be liable to pay interest to Us at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until payment is made.

11. Services

If You are a business, We may provide You with free of charge specialist advice regarding lubricants. We will provide all such services with reasonable care and skill however as this service is free of charge We exclude all other warranties to the extent

that such warranties are capable of exclusion at law.

12. Quality

- 12.1 Where We are not the manufacturer of the Products, We will, if possible, transfer to You the benefit of any warranty or guarantee given to Us by the manufacturer.
- 12.2 We warrant that (subject to the other provisions of these Conditions) upon delivery the Products shall:
- 12.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 12.2.2 be reasonably fit for the normal purpose of the particular Product ordered; and
 - 12.2.3 comply with the relevant fuel standard (if applicable).
- 12.3 If You are a consumer, the above warranties are in addition to Your statutory rights.
- 12.4 If You are a business, We shall not be liable for a breach of any of the warranties in condition 12.2 unless:
- 12.4.1 You give written notice of the defect to Us within 30 days of the time when You discover or ought to have discovered the defect; and
 - 12.4.2 We are given a reasonable opportunity after receiving such notice of examining such Products and You allow Us to test, examine and inspect all samples of the Product as are reasonably required by Us, including samples from any relevant storage tank or vehicle in which the defective Product was used. You shall permit Us access to the Products or Your premises as necessary for the purposes of this condition. If the results of such testing, inspection and examination indicate that We are not in breach of condition 12.2 then We shall be entitled to charge You for the costs of such recovery, testing, inspection and examination.
- 12.5 If You are a consumer, please notify Us of any problems or defects as soon as possible and allow Us to investigate (We may need access to Your premises and Product samples). You should not make any further use of Products after discovering a defect.
- 12.6 If You are a business, We shall not be liable for a breach of any of the warranties in

condition 12.2 if:

- 12.6.1 You make any further use of such Products after giving such notice; or
 - 12.6.2 the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or good trade practice; or
 - 12.6.3 the defect arises due to storage conditions; or
 - 12.6.4 the Products have not been used by You within a period of 12 months from the date of delivery.
- 12.7 If You are a business, subject to condition 12.4 and condition 12.6, if any of the Products do not conform with any of the warranties in condition 12.2 We shall, at Our option, replace such Products or refund the price of such Products at the pro rata Contract rate.
- 12.8 If You are a business, and We comply with condition 12.7 We shall have no further liability for a breach of any of the warranties in condition 12.2 in respect of such Products.
- 12.9 If You are a consumer, where You make a valid claim in respect of any shortages or defects and We are liable for the claim, We will, at Your option: make up the shortage; replace the Products free of charge or refund You the price of the Products in question. Please allow Us access to Your premises during reasonable hours and on reasonable notice if this is necessary to allow Us to replace such Products.

13. Limitation of Liability

- 13.1 If You are a business, subject to condition 6, condition 11 and condition 12, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:
- 13.1.1 any breach of these Conditions;
 - 13.1.2 any use made or resale by You of any of the Products; and
 - 13.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

- 13.2 If You are a business, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in these Conditions excludes or limits Our liability.
- 13.3.1 for death or personal injury caused by Our negligence; or
- 13.3.2 under section 2(3) of the Consumer Protection Act 1987; or
- 13.3.3 for any matter which it would be illegal for Us to exclude or attempt to exclude Our liability; or
- 13.3.4 for fraud or fraudulent misrepresentation.
- 13.4 If You are a business, subject to condition 13.2 and condition 13.3:
- 13.4.1 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 85% of the maximum limit of Our insurance or, if the claim is not covered by Our insurance or no payment is received by Us from such insurers, to £100,000;
- 13.4.2 We shall not be liable to You for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 13.5 If You are a consumer, nothing in these Conditions excludes or limits Our liability for death or personal injury caused by Our negligence, for fraud or for false statements which We make knowingly or recklessly, or for any matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.
- 13.6 If You are a consumer, subject to condition 13.5, We shall not be liable to You under the Contract for:
- 13.6.1 any loss or damage caused by Us, Our employees or agents in circumstances where there is no breach of a legal duty of care owed to You by Us or by any of Our employees or agents;

- 13.6.2 any loss or damage caused by Us, Our employees or agents in circumstances where such loss or damage is not a reasonably foreseeable result of Our breach;
 - 13.6.3 any loss caused by Your own fault, or as a result of You breaching these Conditions;
 - 13.6.4 any financial losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and Us (such as loss of profits or loss of opportunity).
- 13.7 We will make good any damage to property that you may have suffered during delivery of the Products but only if this is as a result of Our actions or omissions and if it can be reasonably proved that such damage is as a result of Our actions or omissions to our reasonable satisfaction.

14. Data Protection

We take Our obligations in respect of privacy extremely seriously and We will comply with the Data Protection Act and will use and process Your personal details in accordance with Our privacy policy, a copy of which is available from Our website and/or on request. In particular, We may supply Your personal data to third parties such as credit reference agencies to assess Your credit status.

15. Restricted Product Use

In the case of Kerosene, Gas Oil and Fuel Oils, You undertake that these oils will not be used or sold for use as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil Duties Act 1979 or of any statutory modification or re-enactment thereof for the time being in force.

16. Assignment

- 16.1 If You are a business, We may assign the Contract or any part of it to any person, firm or company.
- 16.2 If You are a business, You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

17. Events Beyond Our Reasonable Control

We reserve the right to cancel the Contract (or, if You are a business, to defer the date of delivery or reduce the volume of Products ordered) (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to events beyond Our reasonable control including, for example, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, You shall be entitled to give notice in writing to Us to bring the Contract to an end.

18. Breach of Contract/Termination

18.1 We shall have the right at any time and for any reason to immediately bring the whole or part of the Contract to an end by giving You written notice, without liability to You, if:

18.1.1 You commit a serious breach of any of these Conditions; or

18.1.2 if You are a consumer, You have a bankruptcy order made against You or Your belongings have been taken away from You to pay off Your debts, or a receiving order has been made against You; or

18.1.3 if You are a business, any distress, execution or other process is levied upon any of Your assets; or

18.1.4 if You are a business, You have a bankruptcy order made against You or make an arrangement or composition with Your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver or manager, administrator or administrative receiver appointed of Your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating

charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of You or for the granting of an administration order in respect of You, or any proceedings are commenced relating to the insolvency or possible insolvency of You; or

18.1.5 if You are a business, You cease or threaten to cease to carry on Your business; or

18.1.6 if You are a business or consumer, Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your payment obligations under the Contract has been placed in jeopardy.

18.2 If this Contract ends it will not affect Our right to receive any money We are owed under these Conditions and all Our rights and duties which exist immediately before the Contract ends shall remain including the right to recover Products where payment is not made and (if You are a business) any right to damages for loss of anticipated profits.

19. Communications

19.1 All communications between You and Us about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or electronic mail:

19.1.1 (in case of communications to Us) to Our registered office or such changed address as We notify to You or in the case of faxes or electronic mail to the fax number or electronic mail address notified to You by Us from time to time;

19.1.2 (in the case of the communications to You) to Your registered office (if You are a business) or (in any other case) to any address of You set out in any document which forms part of the Contract or such other address as shall be notified to Us by You or in the case of faxes or electronic mail to the fax number or electronic mail address notified to Us by You from time to time.

19.2 If You are a business, communications shall be deemed to have been received:

19.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

- 19.2.2 if delivered by hand, on the day of delivery; or
 - 19.2.3 if sent by fax or electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 19.3 Communications addressed to Us shall be marked for the attention of a servicing director or company secretary of Us.

20. General

- 20.1 If any provision of the Contract is found by any court or other body to be unenforceable this will not affect the validity of the remaining provisions of this Contract. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be regarded as a waiver of any of Our rights under the Contract.
- 20.2 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.
- 20.3 If You are a consumer, these Conditions and the Contract are governed by relevant law found within the United Kingdom and the relevant courts of the United Kingdom will have non-exclusive jurisdiction in relation to these Conditions.
- 20.4 If You are a business, in cases where Your Contract is with Rix Petroleum (Scotland) Limited as determined by condition 2, the formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Scottish law and we both submit to the non-exclusive jurisdiction of the Scottish courts. In cases where Your Contract is with Rix Petroleum (East Anglia) Limited, Rix Petroleum (Hull) Limited, Rix Petroleum (Midlands) Ltd, Rix Petroleum (Mercia) Limited or Rix Petroleum (Spalding) Limited as determined by condition 2, the formation existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and We both submit to the non-exclusive jurisdiction of the English Courts.