Terms & Conditions of Sale

Bulk Fuel

Version July 2024

Rix Petroleum Group of Companies
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HU1 2BN

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TERMS AND CONDITIONS OF SALE

Bulk Fuel

Your attention is in particular drawn to the provisions of Condition 15.

If you are a Consumer, nothing in these Conditions affects your statutory rights.

The following Terms and Conditions (the **Conditions**) set out how we will work together to provide Products to You. As these are legal conditions it is important that you read and understand the Conditions before you submit your order to us. In particular, please read carefully the provisions of Condition 15.6 if You are a Consumer and Condition 15.4 if you are a Business, before entering into any Contract with us. If you are uncertain as to your rights under these Conditions, or you would like any explanation about them You should:

- **write to us** at 2 Humber Quays, Wellington Street West, Hull, HU1 2BN;
- **telephone** 0800 542 4207; or
- **email us** at sales@rix.co.uk.

If We have to contact You we will do so by telephone or by writing to you at the email address or postal address You provided to us in Your order or in accordance with Condition 21.1.2.

You should only enter into a Contract with us if you wish to be bound by these Conditions.

The Conditions which apply to You depend on whether you are a Consumer or a Business as stated in the relevant Condition (and for the avoidance of doubt, each Condition applies both to Consumers and Businesses unless otherwise expressly stated in the relevant Condition).

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;

Business: You are a business where You intend to resell any of the Products supplied to You by Us or Your use of the Products does not fall under the definition of Personal Use;

Change of Control: a change of control occurs if a person who controls a body corporate (by way of voting rights, holding of shares, or powers conferred by the articles of association or shareholders' agreement(s)) ceases to do so (save in the case of a bona fide reconstruction or amalgamation);

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

Consumer: You are a consumer if You are an individual acting for purposes that are wholly or mainly outside of Your trade, business, craft or profession;

Data Protection Legislation: means all applicable privacy and data protection laws including the retained EU law version of the General Data Protection Regulation (*(EU) 2016/679*) as it applies under the laws of England and Wales, the Data Protection Act 2018, and any other applicable laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (*2002/58/EC*) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*);

Event Beyond Our Control: means any of the events referred to in Condition 19;

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

Personal Use: means any use which is not in connection with a company, business, trade, craft or profession and which does not have, as its primary or secondary objective, the creation of profit (notwithstanding the fact that profit may not actually be created);

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 Consumer or Business who enters into the Contract to purchase the Products from Us.

2. Our Identity

2.1 The company You will have a 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) Ltd, Meridian Street, Montrose, Angus, DD10 8DS. Tel: 01674 689150; Email: montrose@rix.co.uk;

2.1.2 if Your head office is based or You live in East Anglia Your Contract will be with Rix Petroleum (East Anglia) Ltd, The Fuel Depot, 5 Fortress Road, Snetterton, Norwich, NR16 2FG. Tel: 01953 469701; Email: eastanglia@rix.co.uk;

2.1.3 if Your head office is based or You live in the Midlands Your Contract will be with Rix Petroleum (Midlands) Ltd, Station Road, Coleshill, Birmingham, North Warwickshire. B46 1JQ. Tel: 01675 437557; Email: midlands@rix.co.uk;

2.1.4 if Your head office is based or You live in Shropshire, Cheshire, Staffordshire, Clwyd and Gwynedd areas Your Contract will be with Rix Petroleum (Mercia) Ltd, The Oil Depot, Halesfield 19, Telford, Shropshire, TF7 4QT. Tel: 01630 654466; Email: mercia@rix.co.uk;

2.1.5 if Your head office is based or You live in the Spalding area Your Contract will be with Rix Petroleum (Spalding) Ltd, Welland Business Park, Clay Lake, Spalding, Lincolnshire, PE12 6BL. Tel: 01775 739578; E-mail: spalding@rix.co.uk;

2.1.6 in all other cases Your Contract will be with Rix Petroleum (Hull) Ltd, 2 Humber Quays, Wellington Street, Hull, HU1 2BN. Tel: 01482 407006; Email: sales@rix.co.uk.

2.2 If You are a Consumer We will notify You which of the above companies Your Contract is with.

3. Application of Terms

3.1 If You are a Consumer, We intend to rely on these Conditions and the order You place with Us to purchase the Products (although please see Condition 3.6 regarding potential changes that may be made to these Conditions and the Contract if either is affected by a change in legislation). If you require any changes, please make sure you ask for them to be put in writing. This can help avoid any problems about what you expect from us and what we expect from you.

3.2 If You are a Business, these Conditions and your order together constitute the entire agreement between You and Us in relation to Your purchase of the Products. By entering into a Contract with Us You agree that (subject to and without prejudice to condition 3.6 below) no other terms or conditions will apply to this Contract (including any terms or conditions You attempt to apply under any purchase order, confirmation of order, specification, Your standard terms and conditions of purchase or other document).

3.3 If you are a Consumer, 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. Nothing in this Condition 3.3 shall exclude or limit Our liability for fraudulent misrepresentation (false statements which We make knowingly or recklessly).

3.4 If You are a Business, no promises or claims which are not confirmed in writing or which are made by anyone other than Our authorised agents will form part of the Contract. By entering into a Contract with Us You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation (false statements which We make knowingly or recklessly).

3.5 If You are a Business, any variation to these Conditions and any representations about the Products shall (save as provided in Condition 3.6 below) have no effect unless expressly agreed in writing and signed by Our authorised representative (save for the conditions implied by section 12 of the Sales of Goods Act 1979).

3.6 You acknowledge and agree that in all cases We may vary any part of the Contract (including any part of these Conditions) at any time in the event (and to the extent) that such variation is necessary in order to comply with any change in applicable law.

4. Placing an Order

4.1 If You wish to place an order with Us to purchase Products You should (unless We otherwise agree any alternative method with You in writing):

4.1.1 **telephone** 0800 542 4207 or your local office and place Your order over the telephone; or

4.1.2 **complete** an Online Order Form (accessible via https://www.rix.co.uk/quote-tool/); or

4.1.3 **speak to** one of Our authorised representatives in person and place Your order with them (which may also include via text or WhatsApp message to them); or

4.1.4 **email** sales@rix.co.uk;

4.1.5 **social media** as may be connected to You (via such social media channel(s) as we may notify you from time to time that we will accept an order from you, such as in response to an initial enquiry made via social media).

4.2 Any order You place will be regarded as a contractual offer by You to purchase the Products subject to these Conditions. 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.

4.3 If You place Your order online or otherwise at a distance, upon receipt of Your order and if We accept Your order, We will email You confirming our acceptance, at which point a legal contract will come into existence between You and Us (and will be included in the definition of 'Contract' in these Conditions). Any purported acceptance to purchase Products from Us will be characterised as an offer to Us and no Contract will exist between You and Us until We accept such offer.

4.4 We reserve the right to refuse an order if We feel it necessary and We will inform you of this. This could be because, but is not limited to:

4.4.1 the Product You ordered is out of stock;

4.4.2 there are limits on Our resources which We could not reasonably plan for;

4.4.3 a credit reference We have obtained for You does not meet our minimum requirements;

4.4.4 We have tried to gain access to Your premises (including but not limited to where We need such access in order to be able to perform an initial survey/assessment that We reasonably need to perform prior to supplying any relevant Products) and this has not been possible for any reason, or Your tank is already full or is damaged or Your premises/tank are otherwise dangerous or do not comply with any applicable law or safety standards;

4.4.5 We have identified an error in the price or description of the Product or in the application of any voucher code;

4.4.6 We are unable to meet a delivery deadline You have specified;

4.4.7 You have not provided a safe or suitable area for delivery ("safe" and "suitable" in this context meaning (without limitation) being free from asbestos and having adequate ventilation and adequate gaps for flues where relevant, and there being an absence of flammable materials in fuel storage areas where relevant) or access or access is unsafe or dangerous;

4.4.8 it is, in Our reasonable opinion, impossible or unlikely that We will be able to deliver the Products to You, or it will be unduly onerous to do so, due to the occurrence or likely occurrence of one of the events referred to in Condition 19 (an Event Beyond Our Control).

4.5 You must ensure that any order You place, any related information that You provide to us (including but not limited to any photographs and/or video footage that You provide to Us of Your property in connection with any Contract), and any applicable specification(s), in each case are complete and accurate and that You indicate accurately the required place of delivery when You place Your order.

4.6 Where You are a Business and order bulk fuel, You must ensure that the grade of Products ordered meets Your requirements.

4.7 Any quotation is valid for a period of 24 hours only provided that We have not previously withdrawn or revised it. If You accept a quotation outside the 24 hour period in which it was given (and it has not been withdrawn or revised), We reserve the right to amend the quotation.

5. Description

5.1 The quantity and type of the Products which will meet any British Standards in respect of that Product where applicable and which are to be provided by Us to You shall be as specified by You when You place Your order and will be confirmed by Us in accordance with Conditions 4.2 or 4.3 (subject to Condition 4.4) or on Our delivery note.

5.2 All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained on Our website or in Our catalogues or brochures are issued or published for the sole purpose of giving You an approximate idea of the Products referred to in them. If You are a Business, any samples that may be provided to You shall not form part of the Contract and shall have no contractual force and any Products We sell to You pursuant to these Conditions shall not be a sale by sample. If You are a Consumer and samples have been provided to You and You subsequently enter into a Contract with Us to purchase the Products which correspond to the samples provided, You have the right to receive Products which match (so far as the law requires) the samples seen or examined by You.

5.3 If You are a Business, to the extent that the Products are to be manufactured or purchased or supplied by Us in pursuance of fulfilling an order placed by You in accordance with a specification or instructions supplied by You, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us which arise as a result of the specification or instructions being inaccurate or incomplete or misleading, or the specification or instructions infringing any intellectual property rights or other rights of any third party. This Condition 5.3 shall survive termination of the Contract.

5.4 Practical logistics and the nature of the Products may mean that We cannot always deliver exact quantities of the Products. 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 You shall pay for such Products at the Contract rate (or as specified in any amendments to the Contract which are agreed between You and Us).

5.5 We do not accept any responsibility whatsoever for discrepancies between Our measuring device and Your tank dip rod or other measuring devices. The reading on Our measuring device shall be deemed final (in the absence of manifest error).

5.6 If you do not (within a reasonable time following a related request from Us) allow Us access to your property to perform any initial survey/assessment that We reasonably need to perform prior to supplying any relevant Products, we may end the Contract.

6. Cancellation by You

6.1 If You are a Business and You wish to cancel or vary an order, the following Conditions will apply:

6.1.1 You may not cancel or vary an order unless this is agreed by Us in writing;

6.1.2 if We agree that You may cancel or vary an Order You will 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;

6.1.3 if We accept Your cancellation or variation of only part of an order, the Contract between You and Us will otherwise remain in full force and effect;

6.1.4 if We accept Your cancellation of the entirety of an order, this will bring the Contract between You and Us to an end and any provision of the Contract or these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect

6.1.5 if You cancel the entirety or part of Your order before We have delivered the Products to You, We shall be entitled to charge you an additional amount in respect of any costs of such aborted delivery;

6.1.6 if You cancel the entirety or part of Your order and We need to retrieve the Products from You, You will need to pay for the reasonable costs of allowing Us to do this at a cost not exceeding £250 plus VAT. 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 to this rate in advance of retrieving the Products.

6.2 If You are a Consumer and You wish to cancel or vary an order, the following Conditions will apply:

6.2.1 For some of our Products bought online or otherwise at a distance, you have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 days and receive a refund.

6.2.2 However, the cancellation right referred to in Condition 6.2.1 **does not apply** to:

(a) any Products which become mixed inseparably with other items after their delivery has commenced (including but not limited to any bulk fuel once We have commenced delivery into a customer's tank); or

(b) any Products which (due to their nature) are liable to deteriorate or can become contaminated easily.

6.2.3 Where your legal right to cancel referred to in Condition 6.2.1 applies:

(a) Your legal right to cancel starts from the date of our acceptance of your order, which is when the relevant Contract between us is formed. Your deadline for cancelling that Contract is then 14 days after the day on which you receive the Products, unless your Products are split into several deliveries over different days, in which case you have 14 days after the day you receive the last delivery;

(b) To cancel a Contract in accordance with this Condition 6.2.3, you just need to let us know that you have decided to cancel. Please email us at sales@rix.co.uk or telephone us on 0800 542 42075 or Your local office number when exercising such right to cancel, including details of your order to help us identify it (please click here for a model cancellation form). You can also complete our online cancellation form via the following link: https://www.rix.co.uk/cancel-my-order/. Such cancellation notices will be effective from the date that the notice is sent to us.

(c) If you cancel any Contract in accordance with this Condition 6.2.3 we will:

(i) refund you the price you paid for the Products the subject of the Contract. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Products, if such reduction has been caused by you handling them in a way which would not be permitted in a shop (including but not limited to having any Products installed at Your property). If we refund you the price you paid before we are able to inspect the Products and later discover you have handled them in any such way, you must pay us an appropriate amount; and

(ii) refund any delivery costs you have paid, although as permitted by law, the maximum refund will be the cost of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within one to three working days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option; and

(iii) make any refunds due to you under this condition 6.2 as soon as possible and in any event within the deadlines indicated below:

(A) if you have received the Products: 14 days after the day on which we receive the Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Products back to us. For information about how to return Products to us, please see Condition 6.2.3(e) below;

(B) if you have not received the Products: 14 days after you inform us of your decision to cancel the relevant Contract;

(d) Any refunds will be made via the method you used for payment (unless You have paid by BACS transfer and we are unable to verify your bank details within a reasonable period for the purposes of making the refund, in which case We will refund you by cheque). If any Products have been purchased wholly or partly using a voucher code, we will only refund the sum that you actually paid for the Products and will not refund the

amount of any discount given as a result of the application of the voucher code;

(e) If any Product has been delivered to you before you decide to cancel the Contract under which that Product has been delivered, or if we have otherwise incurred any delivery costs before you decide to cancel the Contract:

(i) you must return the Product to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the relevant Contract. Our return address will be notified to you following our receipt of your cancellation notice;

(ii) unless the Product is faulty or not as described (in such circumstance please see Condition 6.2.3(f) below), you will be responsible for the cost of the Product being returned to us. We estimate that if you use the carrier which delivered the Products to you, or if we perform the return of the Products ourselves, these costs should not exceed £250 excluding VAT. We will never charge you more than the direct cost to us of return/collection;

(f) If you wish to return the Products to us under this Condition 6.2.3 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges and you must allow us to collect the Products from you. You will not be charged for collection;

6.2.4 if We accept Your cancellation or variation of only part of an order, the Contract between You and Us will remain in full force and effect;

6.2.5 if We accept Your cancellation of the entirety of an order, this will bring the Contract between You and Us to an end and any provision of the Contract or these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

7. Cancellation by Us

7.1 All orders are accepted subject to the provisions of Condition 4.4. Where we accept Your order but We subsequently become aware that any of the circumstances in Condition 4.4 have occurred (or is likely to occur), then We reserve the right to cancel or vary part or the entirety of Your order immediately and We will confirm this to You in writing.

7.2 Where You are a Consumer and We cancel Your order in accordance with Condition 7.1 (and for the avoidance of doubt, this does not include "vary"), We will refund any related payments which We have received from You within 28 days but (where any of the circumstances in Conditions 4.4.4 or 4.4.7 apply) we may deduct and/or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract. We will reimburse You using the same means of payment as You used to pay for the Products under the Contract (unless You have paid by BACS transfer and we are unable to verify your bank details within a reasonable period for the purposes of making the refund, in which case We will refund you by cheque).

7.3 Where You are a Business and We cancel Your order in accordance with Condition 7.1 (and for the avoidance of doubt, this does not include "vary"), We will refund any payments which We have received from You within 28 days but (where any of the circumstances in Conditions 4.4.4 or 4.4.7 apply) we may deduct and/or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

7.4 If You are a Business, the following Conditions apply where We have cancelled Your order pursuant to Condition 7.1 and the process of delivery of the Products to You has begun but the Products have not yet actually been delivered:

7.4.1 if You have selected the least expensive common delivery option, the full amount You have already paid to Us for delivery will be reimbursed to You in accordance with Condition 7.3;

7.4.2 if You have selected any delivery option other than the least expensive common delivery option, We will refund (in accordance with Condition 7.3) only so much of the amount You have already paid to Us for delivery up to the amount of the least expensive common delivery option.

8. Delivery of Products

8.1 Delivery of the Products shall take place (into Your tank where necessary due to the nature of the Product) at the address You specify when You place Your order, unless We agree otherwise with You in writing.

8.2 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.

8.3 If You are a Consumer, We will deliver the Products as soon as possible after Your order has been received, and in any event within 30 days from the date of the Contract (the **Agreed Period**). If We are not able to deliver the Products within the Agreed Period and any of the following circumstances apply, You may change Your mind and cancel the Contract and We will refund any money You have paid to Us within 28 Working Days if:

8.3.1 we have refused to deliver the Products (excluding where we have been unable to deliver the Products because You have failed to comply with any of the requirements in Condition 9 and it is, in Our opinion, unsafe to deliver the Products because of this failure);

8.3.2 delivery of the Products within the Agreed Period is essential in the circumstances; or

8.3.3 You informed Us before the Contract was entered into that delivery of the Products within the Agreed Period was essential.

8.4 If You are a Consumer, where none of the three circumstances in Condition 8.3 apply and none of the circumstances in Conditions 4.4.4 and 4.4.7 apply, We will contact You to agree an alternative date for delivery with You and You may specify a new delivery date that is appropriate in the circumstances. If the Products are not delivered within this time period then You can change Your mind and cancel the Contract and We will refund any money You have paid to Us within 28 Working Days. If You do not change Your mind, We will endeavour to deliver the Products as soon as possible.

8.5 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 specified, delivery shall be within a reasonable time.

8.6 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 or other losses), 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 60 days.

8.7 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, or because You have failed to comply with any of the requirements in Condition 9 and it is, in Our opinion, unsafe to deliver the Products because of this failure:

8.7.1 risk in the Products shall pass to You (including for loss or damage caused by Our negligence);

8.7.2 the Products shall be deemed to have been delivered;

8.7.3 We may store the Products until physical delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and

8.7.4 We may resell the Products in accordance with Condition 10.11.

8.8 If You are a Consumer, 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, or because You have failed to comply with any of the requirements in Condition 9 and it is, in Our opinion, unsafe or otherwise inappropriate for Us to deliver the Products because of this failure, We may:

8.8.1 store the Products until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and

8.8.2 terminate the Contract, and resell the Products in accordance with Condition 10.7.

8.9 We do not accept responsibility for the dipping, checking or testing of Your tanks or any other similar act.

8.10 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 (howsoever arising) relating to an instalment shall entitle You to repudiate or cancel any other Contract or instalment.

8.11 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. We do not accept any responsibility whatsoever for discrepancies between Our measuring device and Your tank dip rod or other measuring devices.

8.12 If We cannot deliver the Products, in whole or in part, for any reason contained in Condition 4.4 or due to any breach by you of these Conditions (e.g. condition 9.2), We will refund any price You have paid for those Products but may deduct or charge you a delivery charge of £75 plus VAT together with any reasonable compensation for the net costs we will incur as a result of any related breach by you of the Contract (e.g. additional costs associated with a partial or aborted delivery).

8.13 If you have ordered a greater quantity of any Product than you have capacity in your tank to store on delivery we will leave you a metered stamped ticket that will show the exact amount of Product that we have delivered. You can contact our accounts team to arrange a refund for any Products paid for but not delivered, although this is subject to condition 11.9 (i.e. if the applicable unit price for the actual amount of Products delivered is higher than the unit price for the amount of Product originally ordered, you will still be required to pay a higher unit price for the actual amount of Products delivered).

8.14 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.

8.15 If Our supply of the Products is delayed due to any of the reasons contained in Condition 19 then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event. If You are a Consumer and there is a material risk of substantial delay or substantial delay occurs then (subject to clauses 19.2 and 19.3)

You may contact Us to end the Contract and receive a refund for any Products You have paid for but not received which will be paid in accordance with Condition 7.2.

9. Your Responsibilities

9.1 You must:

9.1.1 accurately indicate the place of delivery of the Products and clearly notify Us of any special instructions or hazards (and in particular, anything that is likely to fall under Condition 4.4) when You place Your order or provide this information before the process of delivery begins;

9.1.2 (unless We otherwise agree in writing) be present at Your property at all times for the duration of Our supply of the Products;

9.1.3 provide reasonable and safe access for Our and Our agents' vehicles, employees and agents (including by refraining from any verbal or physical abuse of any of Our employees and agents);

9.1.4 ensure that if, to effect delivery, Our vehicle is required to leave public roads, the surface of any drive, access road or similar (and any man-lids or ducts) is capable of accepting any of our delivery vehicles.

9.1.5 ensure that Your oil storage tank and associated equipment, pipe work, devices and tank contents gauge are sound, operational, safe, in good working order, suitable for the grade of fuel or other Product ordered, properly vented, will not cause a safety hazard (including the absence of flammable materials in fuel storage areas where relevant), comply with applicable laws and will accommodate the full quantity of Products ordered;

9.1.6 provide clear guidance as to which tank is to be filled in the case of a site with more than one tank (such that a reasonable person could distinguish which tank is to be filled);

9.1.7 provide at the delivery point at Your expense relevant, adequate, safe and appropriate assistance, equipment, facilities, supplies and access for Our employees, agents and Our agents' employees in accordance with the demands of applicable legislation, as We shall reasonably require and as required to allow Our employees and agents and Our agents' employees to operate safely;

9.1.8 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 and that they will be opened to provide access;

9.1.9 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) Regulations 2014 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 statues and regulations, codes of practice and recommendations made thereunder in relation to the receipt, storage and use of the Products;

9.1.10 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

9.1.11 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.

9.2 It is Your responsibility to provide sufficient and suitable catchment or secondary containment to provide protection from contamination related to an 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 in accordance with Condition 11.4. 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 or do not provide a bucket or other receptacle which provides sufficient and suitable catchment or secondary containment to provide protection from contamination, We may refuse to deliver the Products and will make a charge or deduction from any related refund in accordance with Condition 8.12.

9.3 If You are a Consumer, We cannot accept responsibility for any loss or damage caused resulting from Your failure to comply with any of the provisions of this Condition 9.

9.4 If You are a Business, You will fully indemnify Us and pay 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 9, 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.

9.5 For the avoidance of doubt:

9.5.1 if We deliver the Products into an incorrect tank despite You having complied with Condition 9.1.5, We have the right, during reasonable hours (and if You are a Business, reasonable hours means any time when Your premises is open for business), to enter any premises (with or without vehicles) where the Products are or may be stored in order to recover them and We will then deposit the Products at our option into the correct tank as specified in the guidance You provided in accordance with Condition 9.1.5 and/or any subsequent guidance given to Us from You;

9.5.2 if We deliver the Products into an incorrect tank either as a result of You failing to clearly identify the correct tank in accordance with Condition 9.1.5, or otherwise by any reason that has, as a main or contributing factor, fault which can be reasonably attributed to You, We may levy a charge for the costs of recovering the Products, which will include costs of the pumping out procedure, and such charge will be at a cost not exceeding £250 plus VAT.

10. Risk/Title

10.1 If You are a Business, the Products are at Your risk from the time the process of delivery begins or on deemed delivery of the Products to You in accordance with Condition 8.7.2 where you have failed to take delivery for any of the reasons contained in Condition 8.7.

10.2 If You are a Consumer, the Products are at Your risk from the time the Products come into either:

10.2.1 Your physical possession; or

10.2.2 the physical possession of a person identified by You to Us who shall take possession.

10.3 In the case of Products delivered in bulk by road vehicle;

10.3.1 if You are a Business, delivery shall be deemed to take place and risk shall pass to you when the Products pass into Our delivery vehicle's discharging hose or coupling (whether temporary or permanent , regardless of whether or not the tank or Fuel Receptacle is the correct one identified by You in accordance with Condition 9.1.5;

10.3.2 if You are a Consumer, the Products shall come into Your physical possession (or the possession of the person identified by you in accordance with Condition 10.2.2 (**Identified Person**) when the Products pass from Our delivery vehicle's discharging hose or coupling into Your, or the Identified Person's tank or fuel receptacle is the correct one identified by You in accordance with Condition 9.1.5.

10.4 In the case of Products delivered in barrels or other package deliveries:

10.4.1 if You are a Business, delivery shall be deemed to take place and risk shall pass to You when the Products are removed from Our vehicle.

10.4.2 if You are a Consumer, the Products shall come into Your physical possession (or the possession of the Identified Person) when the Products are removed from Our delivery vehicle at the location specified by You, whether in accordance with Condition 8.1 or otherwise.

10.5 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).

10.6 If You are a Consumer and We have delivered the Products to You before ownership has passed to You pursuant to Condition 10.5, You shall:

10.6.1 hold the Products on Our behalf; and

10.6.2 keep the Products in satisfactory condition.

10.7 If You are a Consumer and before ownership has passed to You, You fail to pay for the Products on time, or You become subject to any of the events listed in Condition 20 (which apply to Consumers), or any of the circumstances in Condition 8.8 occurs:

10.7.1 We will give notice to You either orally or in writing requesting payment and advising You of Our intention to resell the Products if payment is not made within a reasonable time;

10.7.2 if You do not pay to Us in full (in cash or cleared funds) the outstanding amounts due in relation to the Products within the amount of time contained in the notice We give to You in accordance with Condition 10.7.1, We may retrieve the Products (and shall charge the costs of this process to You at the rate contained in Condition 11.6) and shall be entitled to resell them;

10.7.3 We will provide reasonable notice to You that You must make available the Products for retrieval by Us and allow Us to collect the Products from You (and we may enter Your premises if necessary for this purpose);

10.7.4 upon retrieval of the Products by Us, the Contract between Us and You shall be rescinded but without prejudice to any claim We may have against You for damages (howsoever arising).

10.8 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:

10.8.1 the Products; and

10.8.2 all other sums which are or which become due to Us from You on any account or under any Contract that You have with Us.

10.9 If You are a Business, until full legal, beneficial and equitable title to and property in the Products has passed to You, You shall:

10.9.1 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products which indicate that the Products have been supplied to You by Us;

10.9.2 attach to the Products or anything used to contain the Products (as the case may be) a notice identifying (in a sufficiently visible manner) the Products as Our property if no identifying mark or packaging is present pursuant to Condition 10.9.2;

10.9.3 maintain (to the extent possible having regard to the nature of the Products) the Products as wholly separate from any other goods held by You, such that they remain readily identifiable as Our property; and

10.9.4 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.

10.10 If You are a Business (and subject to Condition 10.11), You may resell the Products before ownership has passed to You or use the Products only in the ordinary course of Your business. However, if you resell the Products before that time:

10.10.1 any sale shall be effected in the ordinary course of Your business at full market value;

10.10.2 You shall deal as principal when making such a sale and not as Our agent; and

10.10.3 title to the Products shall pass from Us to You immediately before the time at which resale by You occurs.

10.11 If You are a Business, and before title passes to You, You fail to pay for the Products on time, or You become subject to any of the events listed in Condition 20 (which apply to Businesses), or one of the circumstances in Condition 8.7 occurs then, without limiting any other right or remedy We may have (howsoever arising):

10.11.1 Your right to possession of the Products shall terminate immediately;

10.11.2 Your right to resell the Products or use them in the ordinary course of business pursuant to Condition 10.10 above shall terminate immediately; and

10.11.3 We may at any time:

(a) require You to deliver up all Products in Your possession that have not already been resold, or irrevocably incorporated into another product; or

(b) enter any of Your premises at any time (with or without vehicles) where the Products are or may be stored in order to recover them.

10.12 We shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from Us.

10.13 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.

10.14 If you are a Business, where Your right to possession has terminated under any of the provisions contained in these Conditions, We shall be entitled to repossess and recover them in accordance with Condition 10.11.2(a) (or in the event of such Product being indistinguishable, to take possession of a product of a like quality and quantity such as fuel) and dispose of the Products so as to discharge any sums owed to Us by You under this or any other contract between us.

10.15 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.

10.16 On termination of the Contract, howsoever caused, Our (but not Your) rights contained in this Condition 10 shall remain in effect. If You are a Consumer, this Condition does not displace any rights you may have under the law.

11. Price

11.1 If You are a Consumer, the price for the Product(s) (which includes VAT) will (subject to Condition 11.9) be the price notified to You in or on the:

11.1.1 quotation we provide (subject to Condition 4.7);

11.1.2 Online Order Form; or

11.1.3 brochure or catalogue; or

11.1.4 telephone order; or

11.1.5 social media; or

11.1.6 confirmation email.

11.2 If You are a Business, the price for the Product(s) (which excludes VAT) will (subject to Condition 11.9) be the price notified to You in or on the:

11.2.1 quotation we provide (subject to Condition 4.7);

11.2.2 Online Order Form; or

11.2.3 brochure or catalogue; or

11.2.4 telephone order; or

11.2.5 social media; or

11.2.6 confirmation email.

11.3 If You are a Business, We may vary the price at any time before delivery only by such amount that will cover Our increased costs of performing the Contract, howsoever arising (including but not limited to any applicable changes in duty or government tariffs).

11.4 If You are a Consumer, The price for any bucket or other secondary containment receptacle provided to You in accordance with Condition 9.2 shall be the list of prices if more than one type of bucket etc. provided. If You are a Business, the price for any bucket or other secondary containment receptacle provided to You in accordance with condition 9.2 shall be the price provided to You on request.

11.5 If You are a Business, 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 entirety or part of Your order under the provisions of Condition 6.1 or where the circumstances contained in Conditions 9.5.2 or 10.11 occur and such costs will be charged to You or deducted from any refund at a cost not exceeding £250 plus VAT together with any reasonable compensation for any other net costs we will incur as a result of your breaking the Contract (e.g. additional costs associated with a partial or aborted delivery).

11.6 If You are a Consumer, We may charge You for the costs of the pumping out procedure if We have to recover the Products where the circumstances contained in Conditions 9.5.2 or 10.7 occur and such costs will be charged to You or deducted from any refund at a cost not exceeding £250 plus VAT together with any reasonable compensation for any other net costs we will incur as a result of your breaking the Contract (e.g. additional costs associated with a partial or aborted delivery).

11.7 You must pay (and/or we may deduct from any refund) the costs of any aborted delivery where We have been unable to deliver the Products for any reason contained in Conditions 4.4.4 or 4.4.7 or because You have not complied with any of Your obligations as set out in Condition 9 and You must pay for (and/or we may deduct from

any refund) any reasonable costs incurred as a result of delayed delivery where such delay was caused by You. Such costs will not exceed:

11.7.1 the actual aborted delivery price; or

11.7.2 the actual delayed delivery price.

11.8 You will pay any amounts due under the provisions of this Condition 11 or the Conditions generally when You are due to pay for the Products in accordance with Condition 12 except to the extent (if any) that we elect to deduct such amounts from any refund or we otherwise agree in writing.

11.9 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 the quantity of Products has been varied in accordance with Conditions 6.1 or 6.2 (as applicable), We shall be entitled to increase or decrease (as applicable) the unit price of the Products to reflect our then-applicable unit price for the quantity actually supplied to You and (where Your tank is unable to accommodate the full quantity of Products ordered) We shall not be required to re-deliver any quantity of Products ordered by You that Your tank was unable to accommodate when delivery was first attempted by Us). 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. This means the price varies because of the volumes You might order.

11.10 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, such that the actual price of the Products is higher than the price notified to You, We will inform You and give You the option to reconfirm Your order at the correct price or to cancel the Contract. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and We may retrieve the Products (in accordance with the provisions of Condition 10.7.3, but You shall not be required to pay any sum to Us in relation to Us retrieving the Products.)

11.11 It is always possible that, despite our efforts, any voucher codes that we offer do not work correctly. We will normally check any applied voucher codes as part of our order

confirmation procedures. In the event that any voucher code has been incorrectly applied, we will contact you to inform you of the error and will give you the option of continuing to purchase the relevant Products using the correctly applied voucher code (in which case you will be required to pay the outstanding balance) or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

11.12 Voucher codes may be subject to certain conditions of use and/or restrictions (including specific dates between which they may be applied), which will be specified at the time of issue. Voucher codes have no monetary value and must not be sold or transferred to anyone else. Voucher codes cannot be used in conjunction with any other offer. Any breach of the specific terms of a voucher code may result in an order being rejected or an order being void.

12. Payment

12.1 All payments due to Us from You on any account and under any Contract, must be paid in pound sterling.

12.2 If You do not have an Approved Credit Account, payment must be paid in full and into cleared funds for the Products, packaging, delivery charges and insurance:

12.2.1 on or before delivery (unless otherwise agreed in writing, in which case you will make payment to us in accordance with whatever alternative payment schedule that we have agreed with you in writing); or

12.2.2 where We have provided an invoice to You, immediately unless We have otherwise agreed with You (in which case you will make payment to us in accordance with whatever alternative payment deadline that we have agreed with you in writing).

12.3 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 or any subsequent amendments made to the payment terms of the Approved Credit Account (unless otherwise agreed). If payment is not made on the date it is due 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 We offer credit in respect of any

particular transaction, this does not create an obligation on Us to offer credit in the future.

12.4 If You are a Consumer, You must pay for the Products (together with all applicable packaging charges, delivery charges, insurance and any other charges payable by you in connection with the Products) on or before delivery unless otherwise agreed in writing by Us or expressly stated otherwise in these Conditions.

12.5 If You are a Business, all sums due to Us shall be immediately due and payable on demand despite any other provision of these Conditions (subject to Condition 12.3, provided that if We reduce or withdraw any previously offered credit then for the avoidance of doubt any and all sums which are or become due to Us or which are otherwise overdue shall be immediately due and payable on demand).

12.6 If You are a Business, time for payment shall be of the essence.

12.7 No payment shall be deemed to have been received by Us until We have received cash or cleared funds.

12.8 All payments due to Us under the Contract shall become due immediately on its termination despite any other provision of these Conditions (excluding Conditions 6.1.4 and 6.2.5).

12.9 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.

12.10 If You are a Business and You fail to pay Us any sum due pursuant to the Contract or these Conditions on the due date for payment, We shall be entitled to:

12.10.1 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 actual payment of the overdue amount is made, whether before or after any judgment. You must pay us interest together with any overdue amount. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

12.10.2 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

12.10.3 cancel the Contract or suspend any further delivery of Products to You under the Contract or any other agreement between us.

12.11 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.

12.12 If You are a Consumer and You fail to pay to Us any sum due under the Contract or these Conditions 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 actual payment of the overdue amount is made, whether before or after any judgment. You must pay us interest together with any overdue amount.

12.13 If You are a Consumer, We reserve the right to charge a reasonable fee (not exceeding £30) in the event that an instrument of payment is not met by the clearing bank.

12.14 If You have paid for the Products in advance but such advance payment is insufficient to cover the total sums payable to Us under the Contract then We reserve the right to charge You an additional payment as might be required to cover the total amount payable to Us as soon as the total amount payable is higher than the payment We have received in advance. In the event that the advance payment is higher than the total sums owed to Us then we will refund to You the difference.

12.15 If You think an invoice is wrong, please contact us promptly to let us know. If you are a Business you have 7 working days only to query an invoice.

12.16 If you are a Consumer and you have contacted us to let us know You think an invoice is wrong, You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. Services

If you are a Business, We may (at Our sole discretion) 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.

14. Quality

14.1 Where We are not the manufacturer of the Products, We may, at Our sole discretion, if possible, transfer to You the benefit of any warranty or guarantee given to Us by the manufacturer (in which case You acknowledge and agree that such warranty or guarantee may be invalidated if You breach its terms).

14.2 We warrant that (subject to the other provisions of these Conditions) upon delivery, the Products shall:

14.2.1 comply with their description;

14.2.2 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

14.2.3 be reasonably fit for the normal purpose of the particular Product ordered; and

14.2.4 comply with the relevant fuel standard (if applicable).

14.3 If You are a Consumer, we are under a legal duty to supply Products that are in conformity with the relevant Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are in addition to the above warranties and are not affected by any part of these Conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14.4 If You are a Business, We shall not be liable for a breach of any of the warranties contained in Condition 14.2 unless:

14.4.1 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

14.4.2 We are given a reasonable opportunity after receiving such notice to examine 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 14.2 then We shall be entitled to charge You for the costs of such recovery, testing, inspection and examination.

14.5 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 to take Product samples). You must not make any further use of Products after discovering a defect.

14.6 If You are a Business, We shall not be liable for a breach of any of the warranties in Condition 14.2 if:

14.6.1 You make any further use of such Products after giving such notice or after becoming aware of a defect and failing to give such notice in accordance with the provisions of Condition 14.4

14.6.2 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 You failed to follow good trade practice;

14.6.3 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions (save where caused by Us); or

14.6.4 the defect arises due to storage conditions.

14.7 If You are a Business, subject to Condition 14.4 and Condition 14.6, if any of the Products do not conform with any of the warranties in Condition 14.2 We shall, at Our option, repair or replace such Products or refund the price of such Products at the pro rata Contract rate.

14.8 If You are a Business, and We comply with Condition 14.7 We shall have no further liability for a breach of any of the warranties in Condition 14.2 in respect of the original Products.

14.9 If You are a Consumer, where You make a claim in respect of any problems or defects and We accept liability for the claim, We will, at Your option:

14.9.1 repair or replace the Products free of charge; or

14.9.2 refund You the price of the Products in question.

14.10 If You are a Consumer, You shall allow Us access to Your premises during reasonable hours and on reasonable notice if this is necessary to allow Us to repair or replace such Products.

14.11 We are committed to providing high-quality products and services to all of our customers. However, we understand that occasionally things can go wrong. If you wish to make a complaint you can do this by writing to our Customer Services Team at Rix Petroleum Group of Companies, 2 Humber Quays, Wellington Street West, Hull, HU1 2BN or emailing them at sales@rix.co.uk. Alternatively you can submit a complaint to Us via Our website at https://www.rix.co.uk/complaints. A copy of our complaints policy can also be accessed via that webpage.

15. Limitation of Liability

15.1 If You are a Business, subject to Condition 8, Condition 13 and Condition 14, 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:

15.1.1 any breach of these Conditions or the Contract;

15.1.2 any use made or resale by You of any of the Products; and

15.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

15.2 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.

15.3 Nothing in these Conditions excludes or limits Our liability:

15.3.1 for death or personal injury caused by Our negligence; or

15.3.2 under section 2(3) of the Consumer Protection Act 1987; or

15.3.3 for any matter which it would be contrary to the law for Us to exclude or attempt to exclude Our liability; or

15.3.4 for fraud or fraudulent misrepresentation.

15.4 If You are a Business, subject to Condition 15.2 and Condition 15.3:

15.4.1 Our total liability for any and all claims arising 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 an amount equal to 125% of the

total price paid or payable by You to Us for the Products under the Contract; and

15.4.2 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 indirect loss or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15.5 In addition to the provisions of Condition 15.3, if You are a Consumer, nothing in these Conditions excludes or limits Our liability for:

15.5.1 fraud or false statements which We make knowingly or recklessly;

15.5.2 a failure to transfer ownership where ownership of the Products should have been transferred to You in accordance with the relevant provisions of Condition 10;

15.5.3 the conditions implied by section 12 of the Sale of Goods Act 1979;

15.5.4 any matter contained in section 31(1) of the Consumer Rights Act 2015; or

15.5.5 for any matter for which it would be contrary to the law for Us to exclude or attempt to exclude Our liability.

15.6 If You are a Consumer, subject to Condition 15.5, We shall not be liable to You under the Contract for:

15.6.1 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;

15.6.2 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 of the Contract (i.e. it was not obvious that the loss or damage would happen and nothing that You said to Us before we accepted your order meant We should have expected the loss or damage to happen);

15.6.3 any loss caused by Your own fault, or as a result of You breaching these Conditions, or any loss where fault cannot be attributed to Us (including any Event Beyond Our Control as referred to in Condition 19 below);

15.6.4 any loss which was avoidable by you (i.e. the loss was something that you could have avoided by taking reasonable action, including by following our reasonable instructions or advice);

15.6.5 any business loss (i.e. loss relating to your use of a Product for the purposes of your trade, business, craft or profession); or

15.6.6 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).

15.7 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 negligent actions or omissions or our breach of contract and if it can be reasonably proved that such damage is as a result of Our negligent actions or omissions or our breach of contract.

15.8 You acknowledge and agree that, in the event that We agree to supply You with Products which require installation, We shall not be responsible for providing any related installation services to You. In such circumstances:

15.8.1 We may (but are not obliged to) provide You with details of one or more contractors who may be able to provide installation or similar services to You;

15.8.2 in all cases You must make Your own arrangements for such services with Your chosen contractor(s) and You are not obliged to engage any contractors whom We provide You with details of;

15.8.3 any contract for any such services will be between You and Your chosen contractor(s), and We shall not be a party to any such contract; and

15.8.4 where We provide any contractors' details to You, We will use reasonable endeavours to provide You with details of contractors whom, based on Our experience of them, We consider to be competent, provided that We shall not be liable for any matter relating to such services or any actions or omissions of Your chosen contractor(s) (including but not limited to (i) any aspect of the workmanship of such contractor(s), (ii) any unsuitability for Products for being installed in Your chosen location, and (iii) the compliance of the contractor's services and any related outputs with applicable laws and any relevant consents).

16. Data Protection

We take Our obligations in respect of privacy extremely seriously and We will comply with all Data Protection Legislation and will 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 (where reasonably necessary in connection with the Contract) supply Your personal data to third parties such as credit reference agencies to assess Your credit status.

17. 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.

18. Assignment

18.1 We may assign (i.e. transfer) the Contract or any part of it to any person, firm or company so that a different organisation is responsible for supplying the Products. If We assign the Contract, We will ensure that the assignment won't affect your rights under the Contract and We shall give written notice to You within 30 Working Days that the assignment has taken place. Upon receipt of this written notice, You shall give written notice of Your acknowledgement of the notice of assignment within 30 Working Days.

18.2 If You are a Business, You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

18.3 If You are a Consumer, You may only transfer Your rights or obligations under the Contract to another person if we agree to this in writing. We may not agree if:

18.3.1 Any sums which are due under any Contract You have with Us are outstanding; or

18.3.2 the person You wish to transfer to is in Our reasonable opinion a poor credit risk.

18.4 If You wish to assign the Contract, subject to Us providing Our prior written consent, You must provide Us with notice within 10 Working Days that the Contract has been assigned with the name, address, and telephone number of the person, firm or company to whom the Contract has been assigned.

19. Events Beyond Our Control

19.1 If our supply of Products to you is delayed or we are otherwise prevented from performing any of our obligations by an event outside our control ("**Event Beyond Our Control**"), for example, acts of God, governmental actions or guidance, war or national emergency, adverse weather conditions, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, pandemic, epidemic, lock-outs, strikes or other labour disputes or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, we will contact you as soon as possible to let you know and do what we reasonably can to reduce the delay or period of non-performance (as the case may be). As long as we do this, we won't be liable to compensate you for the delay or non-performance in question, but (without prejudice to Condition 8.15 above and subject to clauses 19.2 and 19.3 below) if the delay or non-performance in question continues for a continuous period in excess of 30 days, You shall be entitled to give notice in writing to Us to bring the Contract to an end and receive a refund for any Products You have paid for in advance but not received.

19.2 So long as we have complied with condition 19.4 and without prejudice to condition 5.4, in the event that we are unable to deliver in accordance with the Contract the total quantity of Products ordered by You due to an Event Beyond Our Control affecting us or any of our suppliers, where the shortfall is no more than 100 litres of the total quantity ordered, we shall be entitled to deliver to You (and you shall be required to take and pay for at the originally agreed unit price) such reduced quantity of Products as we are able to deliver and the termination rights referred to in conditions 8.15 and 19.1 shall not apply to You. We shall not be required to deliver the shortfall to You and our delivery of your order shall be deemed complete.

19.3 Subject to and without prejudice to conditions 5.4, 9.1.4 and 11.9:

19.3.1 in the event that we are unable to deliver in accordance with the Contract the total quantity of Products ordered by You due to an Event Beyond Our Control affecting us or any of our suppliers and the shortfall exceeds 100 litres of the total quantity ordered, we shall deliver such quantity of the Product on the original delivery date as we are reasonably able to in the circumstances. Provided that Your tank was (in our reasonable opinion) **able** to accommodate at least a further 500 litres of the relevant Product at the time We ceased Our initial delivery attempt, We shall return to the delivery location within a reasonable period to deliver the shortfall to you and (provided that we do so)

the termination rights referred to in conditions 8.15 and 19.1 shall not apply to You. If Your tank was (in our reasonable opinion) **unable** to accommodate at least a further 500 litres of the relevant Product at the time we ceased the initial delivery attempt, We shall not be required to re-deliver the shortfall and our delivery of your order shall be deemed complete; and

19.3.2 In the event that we deliver a reduced quantity of Products in accordance with condition 19.3.1 above then, subject to the remaining provisions of these Conditions, the unit rate payable by You in respect of the quantity of Products actually delivered shall remain the same as the unit price applicable to your original order.

19.4 In the event that we or any of our suppliers are affected by an Event Beyond Our Control, we shall notify You in writing of the relevant Event Beyond Our Control as soon as reasonably practicable.

20. Breach of Contract/Termination

20.1 We shall have the right at any time after the occurrence of any of the events referred to in this Condition to immediately bring the whole or part of the Contract to an end by giving You written notice if:

20.1.1 You commit a serious breach of any of these Conditions and (if the serious breach is capable of being remedied) you do not remedy the serious breach within 14 days of us notifying you of the serious breach;

20.1.2 if You are an individual person, You are the subject of a bankruptcy petition or 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 if You are the subject of an application order or appointment under the Insolvency Act 1986 or You are unable to pay or have no reasonable prospect of being able to pay Your debts within the meaning set out in the Insolvency Act 1986;

20.1.3 if you are an individual person, You die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation;

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

20.1.5 if You are a Business, You are the subject of a bankruptcy petition or 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;

20.1.6 You encumber or in any way charge any of the Products;

20.1.7 any sum due to Us from You under any account or contract is not paid when due;

20.1.8 if You are a Business, if 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;

20.1.9 if You are a Business, if there is a Change of Control of the Business;

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

20.1.11 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.

20.2 If this Contract ends it will not affect Our right to receive any money We are owed under the Contract and all Our rights which exist immediately before the Contract ends shall

remain, including full rights of access to recover Products where payment is not made and (if You are a Business) any right to damages for loss of anticipated profits.

21. Communications

21.1 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 email:

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

21.1.2 (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 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 email to the email address notified to Us by You from time to time.

21.2 If You are a Business, communications shall be deemed to have been received:

21.2.1 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

21.2.2 if delivered by hand, on the day of delivery; or

21.2.3 if sent by email, on a Working Day prior to 4.00 pm, at the time of transmission and otherwise on the next Working Day.

21.3 Communications addressed to Us shall be marked for the attention of a company director (as listed on the Companies House website at https://find-and-update.company-information.service.gov.uk/) of the Rix company that Your Contract is with (as determined by Condition 2.1).

22. General

22.1 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 these Conditions. Failure or delay by Us in enforcing or partially enforcing any provision contained in these Conditions shall not be regarded as a waiver of any of Our rights under the Contract.

22.2 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, except where the Contract has been assigned in accordance with the relevant provisions of Condition 18.

22.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

22.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

22.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

22.6 If You are a Consumer, these Conditions and the Contract are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

22.7 If You are a Business, in cases where Your Contract is with Rix Petroleum (Scotland) Limited as determined by Condition 2.1, the formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Scottish law and You and We both submit to the non-exclusive jurisdiction of the Scottish courts. In cases where Your Contract is with Rix Petroleum (Hull) Limited, Rix Petroleum (East Anglia) Limited, Rix Petroleum (Midlands) Ltd, Rix Petroleum (Mercia) Limited or Rix Petroleum (Spalding) Ltd as determined by Condition 2.1, the formation existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and You and We both submit to the non-exclusive jurisdiction of the English Courts.

MODEL CANCELLATION FORM

(Complete and return this form only if you have the legal right to cancel as per condition 6.2.1 of these Conditions and you wish to withdraw from any Contract)

To: Rix Petroleum Group of Companies, 2 Humber Quays, Wellington Street West, Hull, HU1 2BN (sales@rix.co.uk)

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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