

PACE FUEL CARE LIMITED
GENERAL TERMS AND CONDITIONS OF SALE
(APPLICABLE TO CONSUMER BUYERS)

Terms and Conditions of Sale applicable to all sales and deliveries of Products of Pace Fuelcare Limited and its Associated Companies throughout the United Kingdom to any person purchasing the Products other than for the purposes of his trade, business or profession.

1. DEFINITIONS

- 1.1 “Conditions” are these general terms and conditions of sale plus any additional terms and conditions we agree in writing with you.
- 1.2 “Contract” means the contract between us and you for the sale and purchase of the Products.
- 1.3 “Products” means any products we supply to you in accordance with these Conditions.
- 1.4 “you” and “your” refer to the person purchasing Product from us.
- 1.5 “we”, “us” and “our” refer to Pace Fuelcare Limited or the Associated Company of Pace Fuelcare Limited that sells you the Products (as applicable).
- 1.6 “Associated Companies” means Pace Petroleum Limited and any other company that we may notify you of from time to time.
- 1.7 “Delivery Point” means the storage tank into which Products are delivered, all pipework between the point where the delivery hose is connected and the storage tank, the immediate vicinity of the storage tank and pipework, and any structure supporting the weight of the storage tank.
- 1.8 “Duty Rebated Oils” means Products which are subject to a lower rate of duty and/or tax than the standard rate of duty and/or tax for Products because there are controls or limits on the use of the Products.

2. BASIS OF SALE

- 2.1 You agree to comply with these Conditions when you purchase the Products.

- 2.2 We will rely on these Conditions. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what we and you are expected to do.
- 2.3 By submitting your order you are offering to buy the Products and allowing us to use your personal details for the purposes of supplying the Products (including passing your details on to our subcontractors).
- 2.4 You agree to provide us with information about your use or intended use of the Products including any Duty Rebated Oils. We will record this information and may pass it to HM Customs & Excise or any other relevant authority. You confirm that all information you provide us with under these Conditions is true, accurate and complete to the best of your knowledge and belief.
- 2.5 We may make searches about you at credit reference agencies who will supply us with information, including information from the Electoral Register, for the purpose of verifying your identity. The agencies will keep a record of that search whether or not you make a purchase from us and will share it with other businesses.
- 2.6 The personal details you provide to us will be used for identification purposes, prevention of money laundering as well as management of your account(s) with us and/or our Associated Companies. They may also be shared amongst our Associated Companies to improve our service to you and for analysis to market other products and services of ours to you and/or from other companies that we think may be of interest to you. If you do not want us or our Associated Companies to use your information for marketing purposes please let us know in writing.
- 2.7 The personal details you provide to us may be disclosed to third parties where we are required to do so by law, the enactment of a statutory instrument, the order of a court with jurisdiction in the United Kingdom, the fulfilment of our reporting obligations to either an agency or ministry of the government of the United Kingdom, the fulfilment of our reporting obligations to a local government organisation or where we are required to do so by any person statutorily authorised to obtain them (for example, a Police Officer during the course of an investigation).
- 2.8 You must promptly notify us if any of your personal details that are important to our trading relationship change, for instance if you change your address, name, contact telephone numbers, storage tank capacity or bank account (where you pay by direct debit) or your use or intended use of Duty Rebated Oils.

2.9 If you have any complaints about our service or any Products you purchase from us please write to us at the address set out in your Customer Information Pack.

3. **DELIVERY**

3.1 You must ensure that our vehicles can access your premises and the Delivery Point safely and you shall not allow any smoking or naked lights nor any stoves, fires or radiators near the Delivery Point.

3.2 We do not have to deliver, and are not liable to you for failing to deliver, Products over roads or other surfaces giving access to your premises which in our reasonable opinion are either unsafe for our delivery vehicles and personnel or present a significant risk of environmental pollution.

3.3 We do not have to deliver, and are not liable to you for failing to deliver, Products where in our reasonable opinion the process of delivering to the Delivery Point or the Delivery Point itself presents a risk of harm to human health, property or the environment.

3.4 We may make an additional charge of £50 to cover our increased costs if we cannot make a delivery or can only carry out part of a delivery because you are at fault or because of one of the reasons given in clauses 3.2 or 3.3.

3.5 Where we have notified you that a minimum quantity applies, you must ensure that each order you place is for at least that minimum quantity of Products and we reserve the right to refuse to deliver any order which is for less than that minimum quantity.

3.6 We ask that wherever reasonably possible, you order Products at least two clear working days in advance of delivery, but we will endeavour to meet a shorter notice period in urgent cases. However, you will need to give us more notice during periods of peak demand such as the last two weeks before Christmas and the two weeks after the New Year, the two weeks leading up to Easter and any period of high general demand.

3.7 We will do all that we reasonably can to meet the times and dates given for delivery of the Products. In the case of unforeseen circumstances beyond our reasonable control, we will contact you and agree an alternative date.

3.8 If we do not deliver the Products within two days of the date agreed you may nominate a date on which you want us to deliver the Products. If we have not delivered the Products by the date you have nominated you may cancel the Contract and we will refund any sums you have already paid us.

4. **STORAGE**

4.1 You shall provide safe, suitable storage (“Storage”) for the Products which is clearly marked to allow accurate identification of the product stored within. The Storage must comply with all relevant legislation and requirements.

4.2 You shall (where appropriate) show our driver where the Storage is.

4.3 If the Storage contains other grades or types of products it is your responsibility to make sure that those products are compatible with our Products.

4.4 Except where you participate in the Signaller scheme, it is your responsibility to ensure that the Storage will accommodate the full quantity of Products you have ordered.

5. **RESALE**

You shall not resell, transfer or otherwise dispose of the Products at any time to anyone else and you may only use the Products for your own purposes.

6. **PRICE**

6.1 Where we have agreed a price for the Products with you, that shall be the price you are charged. Otherwise all Products are charged at the ruling price contained in our wholesale price lists in force at the date and place of delivery.

6.2 The price of the Products includes transport costs but does not include VAT, which shall be charged in addition at the applicable rate.

6.3 Where Products are delivered in returnable packages we may charge a deposit on those packages. The deposit will be credited in full on the return of those packages in good condition to our nearest depot. We may keep the deposit if the returned packages are unfit for immediate use.

7. **PAYMENT**

7.1 You shall pay for the Products by the payment method we have agreed with you. If we have not agreed a payment method with you, you must pay for the Products by one of the following methods:

7.1.1 banker’s draft on or before delivery of the Products;

7.1.2 in cash before delivery of the Products; or

7.1.3 by transfer of cleared funds into our nominated bank account before delivery of the Products.

7.2 If you fail to make any payment on the due date we shall be entitled to:

7.2.1 cancel the Contract or suspend any further deliveries to you; and

7.2.2 charge you interest on the amount unpaid at 2% per annum above the base lending rate of Barclays Bank plc in force at the date of delivery until you make payment in full.

8. **RISK AND OWNERSHIP**

8.1 We shall retain ownership of the Products until you finish paying for them.

8.2 You will be responsible for the Products as soon as they have been delivered to you (in the case of bulk deliveries, delivery is deemed to take place when the Products pass through the later of the outlet valve of the road tanker or hosepipe connection).

9. **INSOLVENCY AND BREACH OF CONTRACT BY YOU**

9.1 If you commit a serious breach of this Contract or if you have a bankruptcy order or a receiving order made against you or we find out that your belongings have been taken away from you to pay off your debts, we can cancel this Contract without any liability to you (except for claims arising from Products we have already delivered). If the Products have been delivered but not paid for the price shall become immediately due and payable.

9.2 If you do not keep to your obligations in Condition 10.2 and Condition 12.2, and as a result we suffer loss, you must pay to us an amount equal to the loss we have suffered within fourteen days of receiving a request for payment from us.

10. **SPECIAL PROVISIONS**

10.1 Lubricating oils and grease quantities delivered against our delivery note or invoice are approximately litres of 0.9 kilograms weight.

10.2 Duty Rebated Oils supplied against our delivery note or invoice must be used by you in strict accordance with the Hydrocarbon Oil Duties Act 1979 and the current Customs and Excise Regulations controlling their use. In particular, the rebated fuels known as Gas Oil and Kerosene (Kerosene is also known as RBO and PBO) are not to be used in the fuel tanks of vehicles on the public highway unless it is a vehicle

specifically approved for the purpose (for example, agricultural vehicles such as tractors are permitted to use Gas Oil on the public highway).

11. YOUR RIGHT TO CANCEL

- 11.1 You have the right, in addition to your other rights, to cancel the Contract and receive a refund. This right does not apply where the Products are of a type which cannot be returned or have been mixed with products which are similar to the Products which have not been supplied by us. You must inform us in writing by post, fax or email if you wish to cancel within seven working days, starting on the day after the Products are delivered to you.
- 11.2 If you choose to cancel then you must return the Products to us at your own cost and risk and we advise you to ensure the Products are adequately insured during the return journey. If you have not returned the Products within 14 days of cancellation or when requested by us to do so, whichever occurs first, we shall collect the Products from you and charge you £150 to cover our costs.
- 11.3 If you choose to cancel then we shall refund the total amount of money you have paid for the Products, less the cost of collecting the Products under clause 11.2 (if applicable) within 30 days starting with the day on which we receive notice of cancellation in writing from you.

12. LAW

Where you purchase the Products in Scotland the contract shall be governed by the laws of Scotland. Where you purchase the Products in any other part of the United Kingdom the contract shall be governed by the laws of England (as applied in Wales or Northern Ireland as the case may be).

13. THIRD PARTY RIGHTS

Nobody other than you will be able to benefit from this contract.

14. **YOUR RIGHT TO CANCEL**

14.1 You have the right, in addition to your other rights, to cancel the Contract and receive a refund. This right does not apply where the Products are of a type which cannot be returned or have been mixed with products which are similar to the Products which have not been supplied by us. You must inform us in writing by post, fax or email if you wish to cancel within seven working days, starting on the day after the Products are delivered to you.

14.2 If you choose to cancel then you must return the Products to us at your own cost and risk and we advise you to ensure the Products are adequately insured during the return journey. If you have not returned the Products within 14 days of cancellation or when requested by us to do so, whichever occurs first, we shall collect the Products from you and charge you £150 to cover our costs.

14.3 If you choose to cancel then we shall refund the total amount of money you have paid for the Products, less the cost of collecting the Products under clause 11.2 (if applicable) within 30 days starting with the day on which we receive notice of cancellation in writing from you.

15. **LAW**

Where you purchase the Products in Scotland the contract shall be governed by the laws of Scotland. Where you purchase the Products in any other part of the United Kingdom the contract shall be governed by the laws of England (as applied in Wales or Northern Ireland as the case may be).

16. **THIRD PARTY RIGHTS**

Nobody other than you will be able to benefit from this contract.