

## CONDITIONS OF SALE

1. **Price** The price is that ruling on the day of delivery irrespective of date order or payment sent with order unless otherwise agreed in writing.
2. **Payment**
  - a) Payment terms are cash on delivery and therefore the Seller shall have the right to require the Buyer to make a payment for each delivery in cash at the time of delivery, but if the Seller does not exercise this right payment shall in any case be made not later than 15<sup>th</sup> of the month following that in which the delivery is made.
  - b) Payments terms for card invoices are by Direct Debit and will be taken 7 days after invoice unless otherwise agreed in writing.
  - c) When the credit limit on your account is reached, deliveries will be withheld until a payment has been received to bring the account within the credit limit.
3. **Interest** may be charged on overdue accounts at the rate of 6% p.a. above Lloyds TSB bank plc base rate as published and varied from time to time.
4. **Defaults** Any default in payment will result in the account being stopped until creditworthiness can be re-established.
5. **Lost or Stolen Fuelcards** Please refer to our Fuelcard Terms & Conditions which are available upon request or can be viewed on our website ([www.fordfueloils.co.uk](http://www.fordfueloils.co.uk))
6. **Quantity** The Sellers measurements of quantity shall be accepted by the Buyer who may check the tank dips / meter reading before or after delivery.
  - a) Where the delivery is taken at the Buyers premises the Buyer shall provide safe access for the vehicle of the Company (or its agents) between the public highway and the actual delivery point. In this connection the buyers attention is drawn to his responsibility under the "Health and Safety at Work Act."
  - b) It is the Buyers responsibility to ensure that there is sufficient ullage in the storage tank to accept the quantity ordered.
  - c) The Sellers shall not accept responsibility for the dipping, checking, or testing of the Buyers tank(s).
  - d) The Buyer shall be responsible for ensuring that the fuel is delivered into the correct feed on the Buyers tank(s).
  - e) The Seller accepts no responsibility for any damage howsoever caused resulting from failure on the Buyer's part to carry out his responsibility under a, b, c & d above.
  - f) **Fuelcards** The Buyer shall accept the Sellers measurements of quantity.
7. **Title and Risk** The Seller shall be deemed to be the owner of the products and shall retain the property in and the legal title to all products until all sums owing to the Seller be paid. All risks shall be the responsibility of the buyer as soon as the product leaves the sellers delivery coupling.
8. **Liability** The Seller shall not be liable for any loss or damage whatsoever caused by or in connection with the use or handling of the Seller's products after risk therein has passed to the Buyer and the buyer shall indemnify the Seller against all claims which may be made against the Seller for such loss or damage and against all costs and expenses incurred by the Seller in connection therewith, including the costs and expenses of investigating any such claim.
9. **Acceptance** Acceptance of the delivery of the products will be deemed to be accepted of the above conditions. No variation of these terms and conditions shall be made unless agreed in writing between the Buyer and Seller.
10. **Health and Safety** A Health, Safety and Environmental Data sheet giving advice on safe handling together with possible health hazards associated with use or misuse of our products available. Please ask our office for a copy of the data sheet applicable to the product(s), which you purchase from us, if this has not already been provided.
11. **Cancellation and Returns**
  - (a) The Customer may terminate this Contract by giving written notice to the Supplier at any time prior to the Supplier's carriers leaving the Supplier's premises to fulfil your Order (provided that the Supplier's delivery costs have not already been incurred) and that the Supplier may charge you for the Goods held to fulfil your Order or which we are committed to acquire or hold to supply to you under the Contract and for such costs of cancellation, subject to the Supplier using its reasonable endeavours to mitigate its loss.
  - (b) Unfortunately, once our Goods are mixed with fuel in your tank, you cannot cancel the Contract.
  - (c) We will accept the return of Goods from you provided that you pay our reasonable costs incurred in receiving and checking the Goods (save where the Goods are defective) and the Goods are as fit for sale on their return as they were on delivery.
12. **Refunds** If you have paid for goods or services that have not been received then a refund will be available to you.