

HIGHLAND FUELS LTD

TERMS & CONDITIONS OF SALE

1. Where the Seller delivers in bulk it is the Buyer's responsibility:-
 - (a) to provide a safe and suitable bulk storage installation which complies in all respects with all relevant requirements of, and regulations at the time of delivery made by H.M. Government and other competent authorities.
 - (b) to ensure that the storage tank into which delivery is to be made will accommodate the full quantity ordered without incidental risk to the Buyer's or Seller's property, servants or agents.
 - (c) to provide prompt and safe passage for Seller's vehicles, without incidental risk to the Buyer's or Seller's property, servants or agents (direct negligence by the Seller's servants or failure of or defect in their equipment solely excepted) and
 - (d) not to call upon the Seller to deliver if Seller is known to consider the conditions at the Buyer's premises unsafe for Seller's vehicles.
2. The Buyer hereby agrees with the Seller strictly to observe all the conditions of his Petroleum Storage Licence from time to time and to obtain prior to delivery any other licence, consents or permissions required in relation thereto, and that he will not allow any smoking or naked lights nor permit any stoves, electric or gas fires or radiators to function in proximity to a tank or inlet-pipe into which a delivery of spirit is being made or a vent-pipe connected to such a tank.
3. The Seller reserves the right to make a charge if a scheduled delivery cannot be effected or if a vehicle is unduly delayed at the delivery point provided such abortive delivery or delay is not the fault of the Seller or the Seller's employees.
4. The Seller reserves the right to make a charge to the Buyer if due to premature ordering and/or over-ordering the total order cannot be delivered at one time.
5. The Seller's measurement of quantity will be deemed accepted by the Buyer.
6. Duty rebated products supplied shall only be used by the Buyer in strict accordance with the Customs and Excise regulations and conditions relating to the same at the time of delivery.
7. Where products are supplied in packages, the packages contain full measures when delivered by the Seller but owing to the volatile nature of petroleum the Seller cannot be held responsible for any shortage after the packages have left the Seller's premises except where such shortages arise directly out of the Seller's own negligence.
8. The products supplied will be charged at the prices ruling on the date of delivery irrespective of the date of order. Prices included applicable government taxes and duties, other than Value Added Tax which will be shown separately and be payable by the buyer in addition. The Buyer will account to the Seller for increases attributable to changes in the rates of such taxes or duties or to the introduction of new taxes or duties which attach to the product at the time of delivery.
9. The Seller's terms of settlement are cash on or before delivery as the Seller may require and any relaxation granted by the Seller may be withdrawn at any time without notice. A priced invoice will either be delivered by the driver at the time of delivery or by post or electronic mail as soon as practicable after delivery. If credit terms are agreed the seller reserves the right to charge interest on overdue monies at the rate of 5% per annum above the bank base rate and varied from time to time. In addition if the buyer defaults on payment the seller reserves the right to place that matter into the hands of their debt recovery agents, without prior warning in writing, and shall be entitled to a full reimbursement of any fees or disbursements paid to the debit recovery agent to aid the recovery of monies outstanding to the Seller. The Seller also understands and will exercise the statutory right to interest under Late Payment of Commercial Debts (Interest) Act 1998 if the seller is not paid according to agreed credit terms (Commercial customers).
10. The Seller will use its best endeavors to deliver in accordance with any time properly quoted by its delivery clerks, but this does not make time the essence of delivery. In particular the Seller shall not be liable for any failure to fulfill any terms of this Agreement if fulfillment is delayed or prevented for any reason outside the control of the Seller which shall be deemed to include but not be limited to: strikes, lockouts, Acts of God, war, hostilities, national emergency, breakdown of machinery, plant and transport.

11. Risk or loss or damage to the products sold to the buyer shall pass to the Buyer at the time of delivery but title in such products will not pass to the buyers, and title therein shall remain vested in the Seller, until payment in full of the invoice price thereof and all other sums due and owing from the Buyer to the Seller on any account whatsoever. Until such time, the Seller shall be entitled to redelivery of the products and, for the purpose of inspecting or recovering the same, to enter upon any premises where any such products are stored or thought to be stored. If the Buyer shall at any time mix such products with similar products the property in the whole of such mixture, excepting such part of the mixture which may be sold or used by the Buyer, shall be deemed to be and remain with the Seller until payment as aforesaid, and if the products are redelivered to the Seller in satisfaction of such payment due and owing then any surplus after satisfaction shall be redelivered to the buyer.
12. The Buyer shall maintain storage tanks and associated equipment of every kind in such manner that such tanks and equipment do not become the cause of environmental pollution, contamination or hazard by any reason whatsoever. In the event that such environmental pollution, contamination or hazard is caused by leakage or spillage from the Buyer's tanks or equipment the Buyer shall be responsible for cleanup to the standard required by the relevant statutory authority. The Buyer hereby indemnifies the Seller against any costs, fines, or expenses of any kind incurred by or upon the Seller as a result of the foregoing. The Seller will ensure that the delivery truck and associated equipment is properly maintained so as not to cause environmental pollution through spillage.
13. Without any prejudice to any other right or remedy the Seller reserves the right to set off any amounts owing at any time from the Buyer to the Seller, against any amount payable by the seller to the buyer under the contract or any other contract between the two parties.

14.(a) DATA PROTECTION ACT 2018 (Shared information)

1. We may transfer information about you to our Financiers, who:-
may store and process information about your business and its principal(s) on their computers, the computers of any associated company used by them and in any other way; information will be used by them for credit or financial assessments, making payments, recovering monies, training, preparing statistics, preventing bad debts fraud and money laundering;
 2. from time to time, may make searches of your record at their credit reference agencies and other enquiries in accordance with their normal procedures; your records with such agencies include searches made and information given by other businesses; details of their searches will be kept by such agencies;
 3. may give information about you and your indebtedness to; (i) any associated company of theirs – so that they may make credit or financial decisions and for statistical analysis; (ii) any guarantor or indemnifier of your or our obligations to them – so they can assess such obligations or so they can enforce such obligations; (iii) their or our bankers or any advisers acting on their or our behalf – so they can carry out their services; (iv) any business to whom your indebtedness or our financing arrangements with them may be transferred – to facilitate such transfer; and (v) their credit reference and fraud prevention agencies – to give out information and assessments to other subscribers for credit and lending decisions, preventing bad debts, fraud and money laundering;
 4. may monitor and/or record your phone calls with them for training and/or security purposes;
 5. may make decisions about you solely using an automated decision making process, such as credit scoring; however they will tell us if they make a significant decision only using such a process, and we will advise you so that you can then request a review of the decision by them using other means.
- (b)** We may share your information with debt recovery/legal agents (in the event of defaulted payment/s) All contact details that you have submitted will be transferred at that time. These will include any telephone/mobile numbers and email addresses supplied to us at ordering. These will include shared email accounts.

We will provide you with the contact details of any financiers, debt recovery or legal agents upon request. We will also help wherever possible to provide assistance and/or contact details regarding credit reference agencies and other third parties referred to above (14) from whom information has been given or received.