

TERMS AND CONDITIONS

Terms and conditions of sale applicable to all sales of fuel and other products from any trading division of Amico Business Solutions Ltd, throughout the United Kingdom.

1. Definitions

In these Conditions the following definitions shall apply:

'this agreement' - The contract constituted by the Application Form duly completed and signed by the Customer incorporating these Conditions of use together with the acceptance in writing by the Company and issue of cards by the Company.

'Application Form' – means that the companies , Application Form completed and signed by the Customer to which these Conditions are attached and incorporated.

'the Cardholder' – The Person to whom and on whose application the Company issues a Fuel Card and includes a servant, agent or other person purporting to represent or to act on behalf of the Cardholder.

'the Company' – Amico business solutions ltd and any of its trading names whose registered office is 343 City Road, London, England, EC1V 1LR and its successors and assigns.

'Conditions' – The terms and conditions of sale applicable to all sales of Product by the Company by way of Fuel Card(s) throughout the United Kingdom as set out herein and the terms and conditions of the relevant card network provider (a copy of which is available upon request).

'the Customer' – The party completing an Application Form whose application has been accepted.

'Credit Limit' - the maximum amount expressed in monetary terms which the Company may from time to time specify to a cardholder as the limit of purchases to be made.

'Delivered Quantity' – in relation to each Fuel Card the quantity of Product withdrawn thereon and ascertained in accordance with these Conditions. 'Fuel Card(s)' – Any card issued by the Company to the Customer to obtain at Service

Establishments a range of Product specified by the Customer in its Application Form and agreed to be provided by the Company subject always to these Conditions.

'Issue' – Any Fuel Card the original issue by the Company to the Cardholder of any such Fuel Card and any renewal or replacement thereof as the case may be.

'PIN' – Personal identification number issued in conjunction with the Fuel Card.

'Product Price' – The Company's wholesale price list as per litre of Product applicable at the date of the use of the Fuel Card together with all taxes applicable thereto at the date of such use, less any rebate discount or allowance subject to individual negotiation at the date of issue of the Fuel Card. All prices quoted are exclusive of VAT. Fuel card prices that are quoted as a weekly fixed rate are subject to stock levels and could change mid-week in unprecedented times. Electric Charge per kWh may incur a network surcharge.

'Product' – diesel fuel for use in road vehicles (in the UK only), conforming with British Standard BSEN 590), Gas Oil (in the UK only) conforming with British Standard BS2869 class A2, D or petrol lubricants, Adblue conforming with British ISO22241 in standard and bulk adblue containers and tanks of all sizes. Electric Charge per kWh.

'Site(s)' or 'Service Establishment(s)' – Any service station or other supplier of goods and services from time to time nominated by the Company to supply Product to Cardholders.

2. Applications and Use

(a) All applications for the issue by the Company of Fuel Cards shall be made in writing to the Company and the issue of Fuel Cards will be at the Company's absolute discretion, the Company reserves the right to seek the opinion of credit reference agencies and to discuss Customer's financial details with such agencies.

(b) The Company will supply, and the Cardholder will buy Product on each Fuel Card to the extent of its credit limit but subject always to these Conditions and to the exclusion of any other terms and conditions. This applies to all Products supplied by Amico business solutions ltd c) Each Fuel Card will be valid for use solely by the Cardholder to the extent of the accounts credit limit or until its expiry date, whichever shall be earlier. (d) Fuel Cards issued to the Cardholder will be dispatched by the Company to the Cardholders address, all risk of loss passing to and being borne by the Customer and the Cardholder at date of posting.

(e) The Company shall be at liberty at its own discretion to discontinue or suspend the complete or partial withdrawal of Product against any Fuel Card issued to the Cardholder if the Cardholder and or the Customer fails to observe and comply with these Conditions. (f) The Company reserves the right in its absolute discretion to refuse to re-issue any Fuel Card, or to impose a credit limit or to terminate the right to use the Fuel Card at any time for any reason.

(g) All Fuel Cards including any replacement or additional Fuel Cards will be charged for (unless agreed otherwise) at the rate prevailing at the time of issue or replacement. The Cardholder must take all reasonable care to prevent fraudulent use, damage or loss of the Fuel Card. (h) The Company's employees and agents are not authorized to make any representations concerning the Fuel Cards unless confirmed in writing by the Company and as such the Customer is not entitled to rely on any such representations unless confirmed in writing by the Company and the Company shall not be liable for any loss or damage howsoever arising suffered by the Customer in reliance of any such representations unless confirmed in writing by the Company.

(i) The Company reserves the right in its absolute discretion without giving notice to the Customer to vary the Sites in any directory of Sites from time to time produced by the Company and to exclude any one or more of the Sites. (j) The Customer shall forthwith notify the Company if at any time the Customer suspends cancels or otherwise prohibits use of any Fuel Card for any reason and if such notification is given orally it must be confirmed in writing as soon as is reasonably practicable and in any event within 3 days. Such notification shall include details of the Authorised User's name and Fuel Card number. In the event that a Fuel Card is cancelled and/or withdrawn from use the

Customer will in addition to the above confirm in writing that the Fuel Card in question has been physically destroyed. Failure to confirm such destruction will prevent the cancellation and the Fuel Card in question will remain on stop until the expiry date thereof has been reached. The Customer shall indemnify and keep indemnified the Company against all damages costs expenses and liability of whatsoever nature which the Company shall suffer by reason of the subsequent use of a fuel Card that the Customer had confirmed as being destroyed. Where any Fuel Card is suspended cancelled or the use is otherwise prohibited this will be confirmed in writing by the Company to the Customer. (k) The Customer will give to the Company and to any person or persons acting on the Company's behalf all assistance in the investigation and all available information as to the circumstances of the loss, theft or possible misuse of the

Fuel Card, and will take all reasonable steps to assist the Company to recover the Fuel Card. The Customer consents to the disclosure to third parties of such information as is relevant concerning the Cardholder or use of the Fuel Card in connection with such loss, theft or possible misuse of the Fuel Card and the Customer will indemnify the Company against all loss, damage, costs, claims and liability arising from the loss of any Fuel Cards.

(i) The Customer shall as a pre-condition of any transaction at a Site (whether a withdrawal of Fuel or purchase of Other Fuels) ensure that any person using a Card shall produce a valid Card to the operator of the Site prior to the commencement of the proposed transaction.

(j) The company is not liable for any parking penalties the customer may occur whilst at an EV charging point. It is the responsibility of the customer to park and cover any parking tariffs.

3. Price

(a) All Product are chargeable at the Product Price. The Company reserves the absolute right to vary such rebate, discount or surcharge at any time.

(b) The rebated price is as shown and charged on all invoices. This rebated Product Price is the price shown as against the wholesale zonal price quoted on all invoices. The difference between the two prices being the rebate.

(c) All prices are subject to all Government or other taxes, duties, levies, charges, surcharges, assessments or impositions where applicable at the appropriate rate and any variations of the same at any time shall be for the Cardholder's account.

(d) Should any orders be confirmed at a unit price of 'TBC', the customer accepts that the price of this order will be confirmed at point of invoice, and cannot be changed or disputed.

4. Payment and Charges

(a) Payment by the Cardholder shall be made by the due date stated on the relevant invoice. Should payment not be made by the due date for payment, the Company shall be entitled to demand payment in respect of the whole amount of all invoices due and owing at such date. In the event an account becomes overdue for payment the account will be placed on stop and no further Product drawing permitted. If the Cardholder purchases Product in excess of its agreed credit limit, the Company reserves the right to take payment for the full amount owed on the Cardholder account.

(b) In the event that a due payment shall fail to be made, the Company shall be at liberty at any time at its absolute discretion to charge, and the Cardholder shall pay, £2.00 per litre ex VAT.

(c) The Company reserves the right to charge interest on a daily basis on any late and or unpaid invoices at the rate of 4% above the base rate of the Bank of England from time to time on the event of an overdue invoice at any time. The Company also reserves the right to charge a reasonable fee on each occasion that a cheque is returned unpaid or upon the failure of a direct debit or standing order payment. The Company also reserves its right to cover its costs and expenses (including legal fees and court fees) if an unpaid invoice is referred to a debt collection agency or solicitor for recovery.

(ci) The Company reserves the right to charge a daily late payment fee of £25 per day.

(d) The whole outstanding balance of the account will become immediately due and payable if the Cardholder fails to meet the due payment or commits any act of bankruptcy, or has a receiver, a receiver and manager or an administrative receiver appointed to its business or is the subject of a bankruptcy petition or a petition for an administration order or resolves to go into voluntary liquidation or to the extent permitted by law on the death of the Cardholder, or at The Company's discretion if there is any breach of these Conditions by the Cardholder.

(e) The Cardholder shall be liable for a charge of £50 plus VAT for each unpaid or rejected direct debit payment or for any other method of payment which the Company agrees to in the Application Form and which fails to clear.

(f) The Cardholder shall indemnify the Company in full and hold it harmless from all liabilities and costs or expenses which it may incur (directly or indirectly and including finance costs, legal costs on a full indemnity basis and the costs of instructing a debt collector to recover the debt due to us if any) following any breach by the Cardholder of any of the obligations under these Conditions.

(g) A Fuel Card charge per card will be charged at a discretionary rate depending on the current promotional offers.

(h) Payments by credit card will incur a service charge fee based on the fee charged to the Company from the relevant credit card company.

5. Risk

Notwithstanding anything herein contained to the contrary, risk in the Product

shall pass to the Cardholder on Product leaving the fuel delivery nozzle being used by the Cardholder or his/its agent and the Company shall not after the risk has been passed to the Cardholder be liable for any loss or damage by or arising out of or in connection with the storage use or handling of the Product or otherwise and the Cardholder shall fully indemnify and keep indemnified the Company against all damages, claims, liabilities or costs incurred by the

Company in connection therewith. Amico business solutions Ltd is not liable for any contamination of any Products delivered or used on the fuel cards.

6. Resale

Except where expressly agreed in writing by the Company with the Cardholder, Product withdrawn against any the Fuel Card issued to the Cardholder shall not be used by the Cardholder for any purpose other than road vehicle fuel in the Cardholder's own or contracted vehicles and shall not be resold or otherwise disposed of to any other persons.

7. Indemnity

(a) The Customer shall fully indemnify and keep the Company indemnified against all liability including employers liability in respect of any damage to the property of the Company, its employees, or agents, or the death or personal injury of the said employee or agents not being death or personal injury caused by the negligence of the Company or its said employees or agents arising out of or consequent upon the use of the Company fuel system.

(b) The Customer undertakes to indemnify the Company from and against all losses, claims, demands, expenses or costs which the Company may sustain by reason of a Card being used by someone other than an authorized Cardholder or by reason of any dishonesty, negligence or criminal activity relating to the use of a Card by the Customers employees, ex-employees or Cardholders. This indemnity shall survive the expiry or earlier termination of the Agreement.

8. Card Ownership and Liability

(a) All Fuel Cards shall remain the property of the Company and shall not be sold, disposed of or otherwise dealt with by the Cardholder.

(b) All Fuel Cards shall be used only for the withdrawal of Product from any of the Company's Sites and shall not be used as the basis of cheque guarantee or for some other similar use.

(c) Forthwith, upon the loss, mislaying or theft of any Fuel Card the Cardholder shall notify the Company and the police of any such event, confirmation to be made in writing as soon as possible.

(d) In the event of the procedure being carried out in accordance with clause 9. (c) above, the Company will take all steps as shall be necessary to restrict the

future use of the Fuel Card so lost, misplaced or stolen and the Company shall indemnify the Cardholder from and against all liability arising under the Fuel Card after a period of 48 hours or two working days (whichever is the longer) of receiving such information from the Cardholder.

(e) In the event of the said procedure not being completed in whole or part the Cardholder shall indemnify the Company against all liability arising under the Fuel Card whether or not the same shall be used by the Cardholder.

(f) It is the Cardholder's responsibility to maintain security in respect of PIN numbers at all times. Cardholders must take all reasonable care to prevent loss theft or mutilation of Fuel Cards.

(g) The Cardholder shall remain liable at all times for any cancelled Fuel Card.

(h) Subject to clause 9. (d) above, the Cardholder shall remain liable at all times for any use or miss- use of the Fuel Card by any third party.

(i) The Cardholder accepts that the Company shall hold information on it and its employees, servants and agents and that such information shall also be held by our card network providers and the Company shall not be responsible for the miss-use of such data by our card network providers.

9. Force Majeure

(a) Any obligations of the Company to supply Product to the Cardholder shall be suspended in the event that directly or indirectly by any cause of circumstance whatsoever reasonably outside the Company's control (including in the case of industrial action, any action taken by the Company's own employees and in the case of Governmental action) compliance by the Company with any request or instruction of the Government the Company is prevented or hindered (i) from supplying the Cardholder with his/its requirements of Product or (ii) from obtaining from its usual source of supply all its requirements of Product.

(b) On the occurrence of any of the circumstances mentioned in 10. (a) above the Company shall determine (and may from time to time re-determine) the extent (if any) to which supplies to the Cardholder are to be maintained while such circumstances continue, having regard to its ability to obtain, process and deliver supplies, the costs of doing so, the requirements of all its customers

local needs and any other considerations it considers relevant.

(c) As soon as practical after the circumstances mentioned in 10. (a) above cease the Company shall inform the Cardholder of the resumption of supplies.

10. Limitation

(a) Any difference or dispute relating to the quality of the Product shall be notified to the Company within two days of the delivery and any dispute relating to price shall be notified to the Company within fifteen days of the transaction, after which the Cardholder shall be deemed to have waived all recourse in respect thereof.

(b) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer nor the Cardholder by reason of any representation, (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise and whether caused by the negligence of the Company, its employees or agents or otherwise) which arises out of or in connection with the performance of these Conditions and the entire liability of the Company under or in connection with these Conditions shall not exceed £1,000.

(c) Any neglect, forbearance or indulgence on the part of either party hereto relating to their rights hereunder shall be in no way be deemed a waiver, implied or otherwise of such rights.

(d) Any Statutory common law or other warranties, conditions, descriptions, express or implied as to the state, quality or fitness of the Product are hereby excluded to the fullest extent permitted by law.

(e) The Company gives no warranty whether express or implied relating to Product supplied by third party retailers and or fuel in the network, except as to title. The Company shall not be liable for (i) the failure by the Company or a Retailer to supply Products or accept a Card for any reason (whether or not within the Company's control); or (ii) any loss, damage, death or injury suffered by the Customer, any Cardholder or any third party resulting directly or indirectly

from the supply of Products by, or act or omission of, a third party Retailer, save to the extent that the Company's liability cannot by law be excluded.

(f) The Company shall not be liable for any loss or damage sustained by the Customer in the event of a Service Establishment being closed or otherwise not

available for withdrawal of Product whether on a temporary or permanent basis and the Company makes no warranty about what time or times any given Service Establishment will be open for business for withdrawal of Product.

(g) The Company shall not be liable for any failure of the site fuel monitoring device to accept the Card nor shall the Company be responsible for any consequential loss or damage sustained by the Customer arising from the failure of any site fuel monitoring device or other equipment or of the Customer to use the site fuel monitoring device or other equipment properly.

11. Termination

(a) The trading relationship between the Company and the Customer will continue in full force and effect until terminated: (i) by the Company on the expiration of written notice of at least 30 days of their intention to do so

given any time; (ii) by the Customer on the expiration of written notice of at least 3 months of their intention to do so

given at any time but this will only be effective once the Customer has returned to the Company each issued Fuel Card and repaid any sums outstanding under these Conditions;

(iii) by the Company with immediate effect if the Customer is in breach of their obligations under these Conditions or if the Customer enters into any insolvency proceedings, or the Customer's credit rating reduces;

12. General

(a) No variation, modification or addition to these Conditions whether express or implied shall be effective unless made and expressly accepted by the Company in writing. (b) All notices required under these Conditions to be given to the Company and all other communications in respect of the Company fuel scheme any Product supplied there under shall be addressed to the Company at Ground Floor, Tintagel House, London Road, Kelvedon, Colchester, Essex, CO5 9BP

(c) Any typographical, clerical or other error or omission in any sales literature,

quotation, price list, acceptance of offer, invoice or other document of information issued by the Company shall be subject to correction entirely at the Company's discretion and without any liability on the part of the Company. (d) The Company reserves the right to amend these conditions at any time.

13. Searches

(a) The Company hereby reserves the right to request any information from the Customer it requires to enable it to determine the Customer's credit status and the Customer shall provide such information immediately. The Customer authorizes the Company to at any time disclose to its Contractor, agents, subcontractors, data processors or any other affiliate of the Company any information necessary to enable the Company to perform its obligations hereunder (including

Personal Data relating to the Customer or its Cardholders as defined in the Data Protection Act 1998) and which is provided by the Customer or is in relation to the Customer's account. (b) The Customer expressly agrees that the Company has consent and the consent of any other employee, director, officer or agent whose personal information the Customer may have given to the Company, to use the Customer's or its employees, directors and officer's personal information for the following purposes: (i) any personal information given in the application process will be used to

(c) manage the Customer's account; (ii) it may be necessary to pass on the personal information to the Company's agents, or other reputable third party, to enable the Company to provide the Customer or its business with Product and other services; (iii) for example, the Company may pass the information to a credit reference agency, or credit insurer, or other credit management solution provider, where a search may be conducted on the information so that an approved credit facility may be considered for the Customer or its business; (iv) the Company may discuss your financial information and any reasons for refusal to insure or any bad credit references with such parties set out in (iii) above.

(d) The Company may make periodic searches of records of Cardholders with credit reference agencies and fraud prevention agencies to manage the Cardholder's account, to take decisions regarding credit availability or to continue or extend credit. Information thus registered may also be used for the tracing of debtors.

14. Data Protection

14.1 We will collect, store and use any personal information provided by You and/or Cardholders in connection with Your Account (“Your Information”) in accordance with the requirements of the Data Protection Act 1998 and our Privacy Policy, details of which can be found on our website.

14.2 You will accept and we will use Your Information in the following ways:

- a) to set up and maintain Your Account and all records relating to it;
- b) for the administration of Your Account and to process and communicate with You about transactions on Your Account;
- c) to carry out fraud prevention in accordance with 9.3 below;
- d) to carry out credit checking in accordance with 9.4 below;
- e) to enable us to carry out data analysis with regard to Your Account for the Company’s internal business purposes; and
- f) to conduct marketing activities described in and subject to 9.5 below.

14.3 We may access and use Your Information to prevent fraud and money laundering, for example, when: (i) checking details on applications for credit and credit related or other facilities, (ii) managing credit and credit related accounts or facilities, (iii) recovering debt, (iv) checking details on proposals and claims for all types of insurance, and (v) checking details of job applicants and employees. If false or inaccurate information is provided by You and fraud is identified, details will be passed to fraud prevention agencies and law enforcement agencies may access and use this information. You may contact Us for further details of the relevant fraud prevention agencies. We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

14.4 We may use Your Information for credit checking in order to mitigate exposure to bad debts. By entering into this Agreement You confirm Your agreement to Us to undertaking such credit reference searches from time to time and You agree that records of the searches may be seen by other organisations in relation to any application for credit in the future

14.5 Your Information including Your contact details may be used for marketing purposes as follows:

- a) to supply deals, offers and product information that may be of interest to You

Marketing information may be provided by telephone, email or post and SMS.

You may unsubscribe or amend Your marketing options at any time by logging on to your Account online or contacting your account manager.

15. Orders, Time and Place of Delivery

(a) The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.

(b) The company shall use reasonable endeavours to deliver the Product as per the terms of the Contract, however, time for delivery is not of the essence of the contract and The company shall be under no liability to the Customer if delivery is delayed. The contract is subject to availability of the Products.

(c) The company may deliver the Products by instalments if agreed to by the Customer (such agreement not to be unreasonably withheld or delayed) in any sequence and if it does so, may invoice for the Products so delivered, for payment in accordance with Condition 2 and each instalment is to be treated as a separate contract.

(d) If Products are to be delivered in accordance with periodic delivery schedules or on notification of the Customers' requirements, the Customer shall not be entitled to cancel or vary such delivery schedule or notified delivery requirements without the prior written consent of The company, this may, as a condition of giving such consent, require payment for any additional costs or expenses or any losses or penalties which it may incur or suffer as a result of such cancellation or variation.

(e) The Customer shall be responsible for ensuring safe access for the delivery vehicle and safe conditions for delivery and that a competent person is in attendance on behalf of the Customer: and for ensuring compliance with all statutes, orders, regulations and safe practices in relation to storage of the Products including (if applicable) the conditions of the Customer's Petroleum Storage Licence. Where delivery occurs at The company's premises the Customer shall in addition comply with all rules, regulations and requirements of The company including the conditions of The company's Petroleum Storage Licence. Further the Customer shall not allow any smoking or naked lights, heating appliances or other items or equipment which may give rise to a fire or explosion hazard during delivery.

(f) Where Product is delivered in bulk through hose the quantity delivered by The company as evidenced by the bill of lading shall be final, binding and conclusive as to the quantity delivered save fraud or manifest error.

(g) The Customer is responsible for ensuring that the correct feed number and or correct tank number is specified on the delivery note on arrival of The company's delivery tanker to Customer's site and that there is sufficient spare tank capacity for the quantity ordered. The Customer shall be liable for any extra cost incurred by The company if the Customer is unable to accept the full amount ordered. In the event of any spillage resulting from lack of tank capacity the Customer shall be liable to pay for the amount of Product spilled and shall be liable for any clean-up required and the costs of such clean-up. The Customer shall ensure that the storage tank(s) into which Products are delivered has/have proper connections at the Delivery Point to receive delivery of Products and the Customer will also ensure that the Supplier's employee or agent has access at all times to any key to the Delivery Point. A copy of the key or keys to each Delivery Point shall be given to the Supplier on request. (h) If neither the Customer nor any competent person duly authorised to deal with the delivery is in attendance at the time of delivery and delivery is made into the wrong storage tank, or if the Customer or its staff or agent directs delivery into the wrong storage tank The company may at its option leave the Product where it has been delivered (and the Customer shall be liable for the price of it) or uplift the Product in which case the Customer shall be liable for any extra Cost incurred by The company and the cost of the Product if it has been contaminated in the Customer's tank.

(i) The Customer shall fully indemnify The company against all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses of any kind which may be suffered by The company or claimed against it (including costs and expenses of investigating and defending any such claims) arising from or in connection with any breach by the Customer of its obligations in paragraphs (e), (g) and (h) above and paragraphs (m) and (o) below.

(j) The Customer may not direct delivery to be made at any premises other than its own premises without the prior written consent of The company and shall in any event be liable for any extra costs incurred by The company in delivering to any address other than the address originally stated.

(k) The company shall be responsible for ensuring safe delivery of Product and for ensuring compliance with all statutes, orders, regulations and safe practices in relation to transport and delivery of Product.

(l) If neither the Customer nor any competent person duly authorised to deal with the delivery is in attendance at the time of delivery, The company shall not be liable for any subsequent damage, leakage or theft from the Customer's storage tank.

(m) The Customer shall provide safe and convenient access to and egress from the Delivery Point for the vehicles of the Supplier or its agents and all persons

driving or accompanying such vehicles from and to the public highway and the Customer shall not allow any smoking, naked lights or other potential source of

ignition for Petroleum Products in the vicinity of the Delivery Point nor permit any stove fire or radiator to function in the vicinity of the Delivery Point.

(n) The Supplier shall not be bound to deliver and shall not be liable for any failure to deliver, Products over roads or other surfaces affording access to the Customer's premises which in the reasonable opinion of the Supplier or its employee or agent are either unsafe for delivery vehicles and personnel or present a significant risk of environmental pollution.

(o) The Customer is responsible for notifying the Supplier of the maximum weight of delivery vehicle that any roads or other surfaces (including without limitation fittings such as drain covers and gully covers) affording access to the Customer's premises are capable of supporting and the Supplier shall not be liable for any damage caused to any such access roadway or other surfaces as a result of them not being able to support such weight.

(p) The Supplier shall not be bound to deliver, and shall not be liable for any failure to deliver, Products where the employee or agent of the Supplier reasonably considers that 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 in accordance with the terms of the Health and Safety of Work Etc. Act 1974.

(q) The Customer shall indemnify the Supplier in respect of the cost to the Supplier of making any attempted delivery of Products which due to the default of the Customer or his servants or agents for whatsoever reason is not carried out or which is only partly carried out.

(r) Products shall be ordered subject to such minimum order requirements as the Supplier may require from time to time.

(s) The Customer shall give to the Supplier at least two full Working Days' notice of the Customer's requirements for Products (or longer notice during periods of peak demand such as the period 10th December to 15th January (inclusive), the two weeks leading up to Easter and any period of high general demand) provided that the Supplier shall not be liable for any delay in delivery.

(t) The company's standard delivery window is between 3 and 5 working days (excluding weekends and bank holidays) and shall be subject to availability of the ordered Product.

(u) If Customer is not present upon arrival of The company delivery, you are deemed to have authorised The company to enter onto your

property for the sole purpose of making the delivery of Product into Customer's storage tank.

(v) In the event of alleged damage to the Customer's property caused by The company, The company shall send a specialist investigator or an experienced senior member of staff that deals with incidents within The company to the Customer's premises, by pre-arranged appointment, to investigate and assess the damage.

16. Returnable Packages

(a) Oil containers and packaging on which no deposit is charged by The company are non- returnable.

(b) All containers where Amico business solutions ltd has charged a deposit sum must be returned in good condition, within the agreed return period and are the property of The company.

(c) Any deposit retained by The company will be refunded by The company on return of the empty packages to The company (at the Customer's cost) in good condition.

(d) If any gas cylinder is damaged or lost after delivery to the Customer, the Customer shall be liable for the cost of repair (if it is repairable) otherwise for the full cost of replacement. If at any time the Customer is not holding the number of gas cylinders delivered to it (less cylinders which have been returned) the shortfall shall be treated as having been lost by the Customer. If any such cylinder is later found and returned to The company. The company will allow an appropriate credit to the Customer.

17. Title and Risk

(a) Risk shall pass on delivery of the Products to the Customer or his agent notwithstanding that title shall not pass until full payment is received by Amico business solutions ltd specified in paragraph (b) below. In respect of Products delivered in bulk through hose, risk shall pass at the point of the connection between The company's delivery hose and the Customer's tank filler.

(b) Title to all Products supplied by The company shall remain with The company until it has received full payment in cleared funds for all Products supplied by it to the Customer at any time.

(c) Until ownership of the Product(s) have passed to the Customer, the Customer must: (i) hold the Product(s) on a fiduciary basis as The company's bailee; (ii) store the Products (at no cost to The company) as far as is practicable separately from all other third party products or products of the Customer in such a way that they remain readily identifiable as The company's property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; (iv) maintain the Product(s) in satisfactory condition and keep them insured on The company's behalf for their full price against all risks to the reasonable satisfaction of The company. On request the Customer shall produce the policy of insurance to The company; and (v) hold the proceeds of the insurance referred to in condition 5.(c) (iv) on trust for The company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

(d) Subject to paragraph (f) below, the Customer may resell the Product(s) before ownership has passed to it solely on the following conditions: (i) any sale shall be effected in the ordinary course of the Customer's business at full market value; and (ii) any such sale shall be a sale of The company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

(e) The Customer shall store the Products safely, in a suitable manner. If Products which are The company's property are mixed with products which are the property of any other party it shall be presumed that The company's Products are the first quantity of the mixed products drawn by The company or its agent from any tank or container in which the products are kept.

(f) The company may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in default for longer than 7 days in payment of any sum due to The company or if any cheque drawn in favour of The company is dishonoured or if The company has bona fide doubts as to the Customer's ability to pay. The Customer's power sale shall automatically cease if any of the events specified in Condition 9 occur, are threatened or in the opinion of The company are reasonably likely to occur.

(g) If the Customer's power of sale is revoked or ceases, the Customer shall thereupon grant The company, its agents and employees an irrevocable licence at

any time to enter any premises where the Product(s) are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to enter the Customer's premises to recover them, whether or not mixed with any other party's products.

(h) The company shall be entitled to recover payment for the Product(s) notwithstanding that ownership of any of the Product(s) has not passed from The company.

18. Acceptance

(a) ANY SHORTAGE IN DELIVERY OR INCORRECT DELIVERY OR SUSPECTED CONTAMINATION ISSUES MUST BE NOTIFIED TO THE COMPANY ON DISCOVERY. THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THE PRODUCTS AS BEING IN CONFORMITY WITH THE CONTRACT UNLESS WRITTEN NOTICE OF REJECTION IS RECEIVED BY THE COMPANY WITHIN 5 DAYS OF DELIVERY EXCEPT IN THE INSTANCE OF SUSPECTED CONTAMINATION WHERE NOTICE MUST BE WITHIN 1 DAY OF FIRST SUSPECTING CONTAMINATION AND IN ANY CASE WITHIN 5 DAYS OF DELIVERY AT THE LATEST (FOR THE AVOIDANCE OF DOUBT THIS MEANS THAT THE CUSTOMER MUST USE A SAMPLE OF THE DELIVERED FUEL WITHIN THE 5 DAY PERIOD FROM DELIVERY). Upon notification to The company of a contamination issue, The company will visit the site to take 3 samples of the fuel, one for the customer to retain, one for The company to retain and one to be sent to an independent laboratory for testing. In the event that Amico business solutions ltd prove that either there was no contamination or that there was contamination but not in the fuel that was delivered by The company (i.e. the contamination occurred after delivery for example by the receiving tank being contaminated prior to or following delivery) Customer shall be responsible for the costs of the laboratory testing. IN THE EVENT OF SUSPECTED CONTAMINATION, CUSTOMER MUST NOT THEN USE OR UPLIFT OR REMOVE OR ALLOW THE UPLIFTING OR REMOVAL OF THE FUEL WITHOUT THE WRITTEN CONSENT OF Amico business solutions ltd AND IF IT DOES SO, THE COMPANY SHALL HAVE NO LIABILITY FOR THE CONTAMINATED FUEL WHATSOEVER AND CUSTOMER SHALL BE FULLY LIABLE FOR THE FULL PRICE OF THE PRODUCT DELIVERED. Any Products accepted or deemed to have been accepted by the Customer cannot

subsequently be returned and any claim which the Customer might otherwise have in respect of them shall be

deemed to have been waived. (b) If after notice of rejection has been given the Customer deals with the Products as owner thereof or if any conduct of the Customer is inconsistent with rejection, the Customer shall be deemed to have accepted the Products.

(c) The company will replace or (at its option) refund or credit the price of any Products which are defective or contaminated where notice of rejection has been given within the time limit in paragraph (a) above. The Customer shall allow The company and its agents to have access to the premises where the Products were delivered and any other premises where the Products are stored for the purpose of investigating any such claim.

(d) Customer accepts that all network fuel transfers are undertaken by The company on the basis that The company accepts no liability for quality and or contamination issues with the fuel purchased from the networks and further that Customer accepts that any such issues need to be taken up with the network concerned. Customer further accepts that The company has no control over the quality, condition, storage or quantity drawn of fuels in the network systems.

19. Liability

(a) The company's liability for death or personal injury caused by negligence of The company or its subcontractors or agents is not limited. Nothing in this Condition will exclude or limit the Company's liability for fraudulent misrepresentation.

(b) Subject to paragraph 6 (c) and paragraph 7 (a) above, the following provisions set out the entire financial liability of The company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (i) any breach of these Conditions; and (ii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

(c) 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.

(d) LIABILITY FOR LOSS OR DAMAGE TO CUSTOMER'S PHYSICAL PROPERTY CAUSED BY THE NEGLIGENCE OF Amico business solutions ltd SHALL NOT

EXCEED £1,000,000 IN RESPECT OF ANY ONE EVENT OR CONNECTED SERIES OF EVENTS.

(e) THE COMPANY'S TOTAL LIABILITY (NOT INCLUDING ANY LIABILITY COVERED BY CLAUSE 7 (d) ABOVE) IN CONTRACT, TORT (INCLUDING BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR

OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED

TO THE CONTRACT PRICE OR £50,000 WHICHEVER IS THE GREATER AND THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY PURE ECONOMIC LOSS, LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE, IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THE CONTRACT.

(f) For the avoidance of doubt, subject to paragraph 6 (c) and paragraph 7 (a) above, The company shall not be liable for any loss or damage caused by or arising out of or in connection with the condition or quality of the Product(s) or the use or handling of the Product(s) after delivery including without limitation damage to or contamination of plant or equipment, contamination of other products owned by the Customer or third parties, damage to vehicles, crops or goods of any kind, loss of profits, goodwill or business, increased costs of working, increased costs of heating or any other loss or damage however arising whether direct or indirect or consequential and whether or not foreseen or foreseeable by The company.

(g) To the extent such claims are excluded by paragraphs (b) (c) (d) (e) or (f) above the Customer will indemnify The company against any claims, demands, losses, liabilities, proceedings, damages, costs, charges and expenses which may be claimed against The company by any one investigating and defending such claims.

(h) Any liability of The company for non-delivery of Product(s) shall be limited to replacing the Product(s) within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Product(s).

20. Law

These Conditions and all agreements of which they form a part shall be governed by the Laws of England and each of the parties submits to the exclusive jurisdiction of the courts of England.