

MIDLAND OIL REFINERY LTD

Terms & Conditions

1. Variation of Conditions. No modification of or additions to these Conditions of Sale shall be affected by the Buyers official forms or otherwise, without the Sellers written consent. All contracts are governed by these conditions.

2. Contract. Each delivery shall be considered a separate Contract, which is subject to these Conditions, and failure to make any deliveries shall not vitiate the Contract as to others. No agency is intended or implied by any of these Conditions.

3. Price Changes. In the case of Contracts which do not specifically state that the price is firm for any period the price may be altered at any time by the Seller to conform with the Sellers price ruling at date of despatch.

4. V.A.T. Unless otherwise stated all prices quoted are exclusive of VAT, which will be charged at current rates ruling at each relevant tax point.

5. Payment. Payment for each delivery shall be made in nett cash, due by 20th of the month, following month of invoice, or before delivery if so required by the Seller.

6. Liability

(a) All goods are supplied subject to such reasonable tolerances and variations as are generally accepted within the industry.

(b) The Sellers entire liability hereunder is strictly limited to the replacement at the Sellers expense of any Goods or materials which are proved to the Sellers satisfaction to be defective, damaged or lost due to the Sellers fault.

(c) The Seller does not accept liability under any circumstances for indirect or consequential loss or damage of any nature (including loss of profit due to any cause).

7. Weights/Deliveries.

(a) Sellers weights to be accepted for all deliveries subject to the Buyers right to verify the quantities delivered against those shown on the relevant delivery note or invoice.

(b) Where deliveries are made in bulk. Buyer undertakes that safe and convenient access is available to off-loading point and that there is sufficient ullage in the storage tanks used by the Buyer for safe reception of each quantity of goods ordered.

B. Notification of Loss. The buyer must notify the Seller in writing of any breakage, leakage or short delivery within 3 business days of delivery and of a non-delivery within 10 business days of date of invoice, or notification of dispatch (whichever is earlier) otherwise no claim can be entertained and the Buyer will be liable for the full invoice price. Business days are defined as all weekdays except Saturdays, Sundays and Public Holidays. Under no circumstances shall any of the Goods be returned to the Seller without prior written consent.

9. Default. If the Buyer makes default in complying with any of the terms of the Contract, either as to payments or otherwise, or being an individual, becomes bankrupt or makes any composition or arrangements with his creditors or being a Company enters into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purpose of amalgamation or reconstruction) the Seller may at their option cancel further deliveries. The Seller shall also be entitled to retain possession of any sum or sums of money paid on account of the purchase price and to reimburse themselves therefrom for any loss they may sustain on resale or otherwise by reason of the Buyers default.

10. Health and Safety at Work. Seller gives notice to the Buyer that information and product literature is available, concerning the conditions necessary to ensure that the goods supplied against the contract will be safe and without risk to health when properly used. Buyer should immediately contact the Seller if he is not in possession of such information or literature. Seller also gives notice that products, which are or may be sold directly to the general public, are sold in containers which have necessary hazard information as part of the container identification label. The Buyer undertakes to comply with the stated Conditions for the prevention of health and safety hazards.

11. Passing of Risks. The Risk in the Goods shall pass to the Buyer when the Goods are delivered to the Buyer or the Buyers order. In the event that the Buyer collects the Goods from the Seller the risk in goods shall pass to the Buyer when they are loaded onto the vehicle or that of his carrier or agent.

12. Reservation of Title.

(a) Notwithstanding delivery and passing of risk, and not withstanding any agreed terms of payment, the Goods are not sold or delivered on credit, but on condition that the title therein shall not pass to the Buyer until the Buyer has paid all moneys owed to the Company under the Contract.

(b) The Buyer shall possess all Goods the property in which remains vested in the Seller by virtue of this claim and any proceeds of resale thereof on a fiduciary basis only, if the Seller so requires, the Buyer shall store such Goods at no cost to the Seller, so that they are clearly identified as the property of the Seller.

(c) The Seller may recover and re-sell any or all such Goods at any time before title has passed to the Buyer. The Buyer undertakes to give access to its premises and to the Goods and to enable the Seller to take repossession. The Seller intends to exercise the rights under this clause, only in the event of the Buyer having a Receiver appointed over any of its assets, entering into any arrangement or composition with its creditors, or entering into liquidation or becoming bankrupt.

(d) Notwithstanding the Sellers reservation of title the parties agree that for auditing and taxation purposes, the Goods will be treated as the Buyers Stock from the date of delivery.

13. Fitness Warranty. The Seller gives no warranty or guarantee as to the fitness of any Goods for any particular purpose, but the Buyer shall be taken to have satisfied himself as to the fitness of the Goods for the purpose for which they are so required.

14. Force Majeure. Deliveries may be totally or partially suspended by the Seller, without liability for loss, during any period in which he may be prevented or hindered from manufacturing, supplying or delivering by normal route or means of delivery the goods covered by the contract, through any circumstances outside his control including strikes and lock outs.

15. Patents. Buyer warrants that any instructions furnished or given by the Buyer shall not be such as will cause the Seller to infringe any letters or patent or Trademark in the execution of the Buyers order.

16. Governing Law. All disputes arising out of or in connection with Contract shall be governed by English Law.

17. Dispute. If any dispute shall arise between the parties under or arising out of any Contract to which these Conditions apply, the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement, of an arbitrator to be appointed by the President for the time being of the Arbitration Act 1950 or any statutory modification thereof.

18 Exports.

(a) These Conditions shall apply to all export sales except as varied in this Clause.

(b) It is hereby expressly agreed that the Uniform Law on International Sales, shall not apply to any Contract to which these Conditions apply.

(c) Where the Goods are to be delivered outside the United Kingdom.

- (i) Payment shall be made in the manner specified in the contract.
- (ii) The Goods shall be delivered upon the terms endorsed upon the Contract, any terms used shall bear the meaning given to them by incoterms as the same may be from time to time revised.
- (iii) The Buyer shall reimburse the Seller for any carriage, freight and insurance and other charges, to the extent that any such costs incurred by the Seller are not included in the price of the Goods.
- (iv) The risk in the Goods shall pass to the Buyer in accordance with the terms endorsed on the Contract.