

**TOTAL LINDSEY OIL REFINERY LIMITED**  
**STANDARD CONDITIONS OF SALE FOR PETROLEUM PRODUCTS**

Revised 10 August 2012

1. The following are the Standard Conditions of Sale of Total Lindsey Oil Refinery Limited (Co. Reg. 564599) and any company which is an associate or a subsidiary thereof (in these Conditions called "the Company"), applicable to all agreements for sale, sales and deliveries by the Company of petroleum products (in these Conditions called "the Products") to the relevant buyer ("the Buyer").
  2. All orders accepted by the Company from the Buyer are accepted on the terms conditions and exceptions herein contained (and such variations or replacements thereof as may at any time be in force) and on no other terms conditions or exceptions. No other terms conditions or warranty of any nature whatsoever shall be added hereto unless expressed in writing and signed by an officer of the Company. No servant or agent of the Company has authority to agree to any oral variation or modification of or addition to these terms conditions and exceptions in any circumstances whatsoever. Except as otherwise herein provided, all conditions and warranties, express or implied, statutory or otherwise, relating to the Products, or to any container or package in which such Products may be supplied, are hereby excluded insofar as may be permitted by law. The Company shall be entitled at any time and from time to time to vary or replace the terms conditions and exceptions herein contained without notice. Without prejudice to the above, acceptance of delivery of Products shall constitute acceptance of these Conditions.
- Property** 3. The property in the Products shall not pass to the Buyer until the Buyer has paid all outstanding amounts due to the Company in relation to the said Products and under any other contract and until such payment the Buyer shall hold the Products as bailee thereof and shall deliver the same up to the Company upon demand and shall not deal with the Products, except that the Buyer may use the Products or sell them in the normal course of its business at full market value at any time before the property therein shall have passed to the Buyer and to pass good title to the same, provided that the proceeds of any such sale are to be held by the Buyer on trust and for the account of the Company. Until such time as the property in the Products passes to the Buyer, if the Products are mixed with any Products which are the property of the Buyer, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company limited to the value of the Products which are supplied by the Company to the Buyer. If the Products are mixed with any Product the property of any person other than the Buyer, the products shall become or shall be deemed to be owned in common with that other person.
- Repossession** 4. If the Buyer shall receive from the Company a notice to the effect that the Buyer has failed on the due date for payment to pay the full purchase price for the Products or any other amount due to the Company or if any receiver, administrator or manager of the Buyer is appointed or if any action is taken for the dissolution, administration or liquidation of the Buyer (save for the purposes of reconstruction or amalgamation) or if the Buyer shall cease to trade or appears unable to pay a debt or appears to have no reasonable prospect of being able to pay a debt (within the meaning of Section 268 of the Insolvency Act 1986) so as to entitle a creditor to bring a creditor's application under the Insolvency Act 1986 or any subsequent amendments thereof or shall sell or otherwise dispose of all or any part of the Buyer's interest in the land upon which the Company's products are situated, or if all or any part of the assets of the Buyer shall be attached or distrained upon, then the Buyer shall be deemed to have repudiated the contract for the purchase of any of the Products in respect of which the property has not passed to the Buyer, and shall forthwith yield the same up to the Company and for the purpose of repossessing the same the Company its servants and agents may enter upon the land or buildings in or upon which the Products are situated.
- Delivery/Risk** 5. Where the Products are delivered in bulk through hose, delivery shall be deemed to take place and risk to have passed to the Buyer when such Products pass from the vehicle's permanent hose pipe connection (or, in the case of delivery by road tanker, from any hose pipe of the Company attached thereto). In all other cases delivery shall be deemed to take place and risk to have passed to the Buyer on transfer of possession of such Products to the Buyer or its agent. All orders are accepted subject to availability of the Products and (except in the case of lubricating oils and greases in which case delivery may take longer) the Company will endeavour to deliver the same to the Buyer within forty-eight hours of the receipt of the Buyer's order, weekends and public holidays excepted. Time shall not be of the essence in making delivery. No liability is accepted by the Company for any loss or damage whatsoever caused by any delay in delivery, howsoever arising. The Buyer shall take delivery at any time when its premises are open for business and outside such opening hours if agreed in writing.
- Quantity** 6. (i) The measurement of quantity by the Company shall be accepted by the Buyer as conclusive evidence of the quantity delivered in the absence of manifest error. The Buyer may be present to witness and confirm delivery, but this intervention shall not be permitted to delay the delivery. The Company does not accept any responsibility whatsoever for discrepancies in the Buyer's tank dip rod or other measuring devices. Any dispute by the Buyer must be notified to the Company both verbally within twenty-four hours of such delivery and in writing within five days of such delivery.  
(ii) Under no circumstances may the Buyer or any of its representatives mount any vehicle used for that delivery and the Company shall be entitled to suspend or stop delivery in any such event.

- Payment** 7. (i) Payment shall be made by the Buyer in cash at the time of delivery, subject always to the right of the Company to demand payment by banker's draft or alternatively by direct debit at the time of delivery or as otherwise agreed in writing. (ii) Should any amount become overdue the Company shall have the right to demand immediate payment of all amounts owing whereas they are overdue or not. (iii) Interest and costs shall accrue to overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 or any subsequent amendments thereof. (iv) In the event of non-payment by the due date, further deliveries may be suspended by the Company. (v) Time of payment is of the essence.
- Returnable Packages** 8. (i) The deposit charged on any returnable packages shall be paid at the same time as payment for Products contained therein. Packages on which no deposit is charged are free and non-returnable. (ii) If returnable packages are returned to the Company carriage paid and reach the Company in a condition fit for the Company's immediate use the amount of the deposit paid shall be credited to the Buyer in full. The Company's certificate as to the condition of any package upon its receipt by the Company shall be final and conclusive.
- Liability** 9. The Company accepts liability up to an amount of £20,000 for any direct loss or damage. The Company shall not be liable for any loss or damage above such amount nor for any special damages or indirect loss or for loss of revenue or of anticipated profits, loss of production, loss of contracts or otherwise (except death or personal injury resulting from the negligence of the Company) caused by or arising out of or in connection with the Products and their delivery and the Buyer shall fully indemnify the Company against all claims which may be made against the Company for such loss or damage and against all costs and expenses incurred by the Company in connection therewith including the costs and expenses of investigating any such claims.
- Means of Delivery and Storage** 10. (i)(a) Where delivery is taken at the Buyer's premises the Buyer shall provide safe access for the vehicles of the Company or its agents between public highway and the actual point of delivery and in the case of delivery by rail shall be responsible for discharging the Product and shall observe all the conditions of the Buyer's Petroleum Storage Licence, all environmental and health and safety acts and regulations and recommendations thereunder. In particular the Buyer shall not allow any smoking or naked lights, nor permit any stoves electric or gas fires or radiators to function in the vicinity of such point of delivery.  
(b) Where delivery is taken at the Company's premises the Buyer shall comply with the environmental and health and safety regulations for the time being in force and with the conditions of the Company's Petroleum Storage Licence applicable thereto (copies of both of which may be obtained on request). In particular the Buyer shall not allow any smoking or naked lights in the vicinity of such of delivery.  
(ii) The Buyer shall take delivery of the full quantity of the Products ordered by the Buyer and shall thereafter provide sufficient, safe and suitable bulk storage for such Products. In particular the Buyer shall comply with the requirements and conditions laid down by the Petroleum (Consolidation) Act, 1928 and the regulations made thereunder and any statutory modifications or re-enactment thereof for the same time being in force and shall comply with all relevant statutes regulations and codes of practice relating to delivery and storage of petroleum products.  
(iii) Delivery is conditional upon the Buyer or its representative being in full time attendance during the delivery, unless a Driver Controlled Delivery is in place or a written agreement is entered into between the parties by which the Buyer or its representatives is allowed to be absent during delivery.  
(iv) The Buyer shall fully indemnify the Company against all claims which may be made against the Company for loss or damage caused by or arising out of or in connection with any breach by the Buyer of the provisions of this Condition 10 and against all costs and expenses incurred by the Company in connection therewith including the costs and expenses of investigating and defending any such claims and any costs incurred by the Company in remediating any spillages or contamination caused by the Buyer.
- Health, Safety and Environment** 11. (i) Health and Safety data relating to the Products has been made available to the Buyer. The Buyer should immediately contact the Company if he is not in possession of such data. The Company also gives notice that Products, which are or may be sold directly to the general public, are sold in containers which display any necessary hazard information as part of the container identification label. The Buyer undertakes to comply with any stated conditions for the prevention of health and safety hazards.  
(ii) For bulk deliveries, the Buyer shall comply with the requirements set out in the Company's Safe Delivery System developed by the Company failing which the Company has the right to suspend deliveries until such time as the Buyer has remediated any shortcomings.
- Restricted Product (Use)** 12. (i) In the case of Kerosene, Gas Oil and Fuel Oils, the Buyer undertakes that these oils will not be used or sold for use as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil Duties Act, 1979, or of any statutory modification or re-enactment thereof for the time being in force.  
(ii) In the case of Lubricating Oils, these oils have not borne excise duty and the Buyer undertakes that these oils will not be used as heating fuel motor fuel or as additive or extender to motor fuel.

**Price** 13. (i) The price to be paid by the Buyer for the Products shall in all cases be the relevant price in force at the date of delivery, as set and amended by the Company from time to time. Where the Products are delivered in returnable packages, the Buyer shall pay the appropriate deposit charged by the Company thereon. (ii) All prices are exclusive of Value Added Tax which will be charged, if applicable, at the rate in force at the time of supply. (iii) With the exception of Lubricants Oils, prices include Excise Duty at the rate in force at the time of supply. Any variation in the existing duty or any additional taxation is for the Buyer's account.

**Force Majeure** The Company shall not be responsible for damages caused by delays, failure to perform in whole or in part any obligation hereunder, or non-compliance with any of the Conditions hereof when such delay, failure or non-compliance is due to or results from a case of Force Majeure. For the purpose of this Condition Force Majeure means causes beyond the reasonable control of the Company, including, without limitation, acts of God, fires, war (declared or undeclared), embargoes, accidents, the case of industrial action, strikes, labour disputes, any circumstances at any Company's refinery or depot restricting the availability of petroleum products, acts in compliance with requests of any governmental authority or person purporting to act therefore, or any similar causes.

**Assignment &** The Buyer shall not assign the contract or its rights and obligations hereunder.

**No Waiver** No waiver by either party of any provision of the contract shall be binding unless made expressly and expressly confirmed in writing.

**Law** 16. These Conditions and any related agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with disputes arising under it.