

THESE CONDITIONS CONTAIN EXCLUSIONS AND LIMITATIONS OF REMEDY

1. DEFINITIONS

1.1 In these Conditions, the following definitions apply:

"Automated Delivery Services" means one of the three different automatic delivery services, is "Fuel 1", where the fuel is supplied to the Storage in accordance with an agreed delivery cycle, at an estimated volume when the fuel is supplied to the Storage, and the delivery device when the fuel is delivered, device measures the level of Product in the Storage, the presence of the device is subject to separate terms and conditions and charges;

"Conditions" means these General Terms and Conditions of Sale which shall apply to all sales of Product by the Seller;

"Contract" means a contract between the Seller and the Customer for the sale and purchase of Product in accordance with these Conditions;

"Customer" means a person or party purchasing the Product from the Seller;

"Delivery Point" means the coupling between the Seller's road vehicle and the delivery arm coupling at the applicable loading terminal and the inlet into the Storage tank, and which includes or which is provided by the Customer;

"Have Meters Read" has the meaning in clause 12;

"Law" includes any law, statute, ordinance, regulation, order or code of conduct or of any kind or character or administrative or other instrument having the force of law and "Laws" shall have a corresponding meaning;

"Risk" means any risk placed by the Customer for the Product (such as when it is placed on board a vessel) or in storage;

1.2. Reserve. 20%

"Product" means any product designated by the Customer for delivery of Product including without limitation any product belonging to any third party.

"Price" means the price for the Product as described in Clause 4.

"Product" means any product which is sold by the Seller and purchased by the Customer.

"Risk Confirmation" means any documentation which may be issued by the Seller to record the specific terms of Product supplied pursuant to an Order.

"Seller" means BFC, BFC Limited (company number 09934911) with registered offices at One Fleet Place, London, EC4M 7NS or any of its trading names, branches or divisions.

"Shipment" means any storage tank provided by the Customer at any designated port.

"TIC" means all those charges for the Seller's time based on invoice.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 A reference to a clause or statutory provision is a reference to such clause or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.5 A reference to written or writing includes fax and email unless otherwise stated.

2. BASIS OF SALE

2.1 The Seller shall sell and the Customer shall purchase all Product in accordance with the Contract and these Conditions (including any applicable Sales Confirmation) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course

of delivery. In the event of any discrepancy between these Conditions and any Sub Confirmation, the Sub Confirmation shall prevail.

A. ORDERS AND SPECIFICATIONS

- 3.1 Any Order shall constitute an offer by the Customer to purchase the Product in accordance with these Conditions.
- 3.2 The Customer is responsible for ensuring that the terms of an Order and any related Sub Confirmation are complete and accurate.
- 3.3 Once accepted by the Seller, the Order may be altered or cancelled without the written agreement of the Seller, and such agreement to be so modified that the Customer indemnify and hold the Seller harmless from all loss or damage (including the cost of all labor, materials, and transport) resulting from such alteration or cancellation.
- 3.4 If the Seller agrees to provide the Customer with the Automatic Delivery Service, the Customer shall place an Order on the basis. When the Seller confirms that the Customer requires Product, the Seller shall schedule a delivery of Product to the Customer.
- 3.5 The Seller shall use its reasonable endeavours to ensure that Customer, via the Automatic Delivery Service, do not run out of Product because the Customer acknowledges that the Seller cannot guarantee that this will not happen (particularly during times of high usage or during adverse weather events). The Seller's endeavours are based on either (i) the Seller's understanding as to the usage rates for Product usage and weather patterns; (ii) any agreed delivery cycle or (iii) the information provided by the Customer itself. If any agreed change to these conditions can be achieved, the Customer acknowledges that it shall, and agrees that it shall regularly check the level in the Storage and shall contact the Seller if it runs out of Product or believes that it is likely to run out of Product.

4. PRICE OF THE PRODUCT

- 4.1 In the absence of any Price stated at the time of Order or in any Sale Confirmation, the Price shall be that ruling at the date of dispatch, but the Seller may vary the Price at any time before delivery. It shall be deemed to be the Contract, so that the Price reflects any cost increase due to any factor beyond the control of the Seller, or any delay caused by the Customer in giving the Seller adequate information or instructions. The Customer acknowledges that the Seller's ability to vary the Price in this way is reasonable as the Products are commodity products and the Seller is obliged to maintain the lowest cost price throughout.
- 4.2 The Price is inclusive of any applicable customs duty and other charges of transport for delivery of any other Tax on the Product, which shall be calculated at the date and time of each delivery of Product and be paid to the Seller by the Customer in addition to the Price.
- 4.3 Unless otherwise agreed, any quantity received by the Customer in excess of the Contract quantity will be priced at the prevailing market price on the date of receipt.
- 4.4 A quotation for the Products given by the Seller shall not constitute an offer. Quotations are valid until the end of the day to which the quotation refers.
- 4.5 The Seller may charge the Customer reasonable and proportionate charges when the Customer chooses to pay by debit or credit card to cover the costs and fees the Seller incurs with the debit or credit card companies. Any debit or credit card charge will be made clear before the Customer makes payment by debit or credit card.
- 4.6 The Seller may charge the Customer a fixed delivery charge if it is unable to complete a delivery of ordered Product due to the Customer's default (which shall include, without limitation, a breach of clause 7). The fixed delivery charge

- shall be a reasonable amount taking into account the cost to the Seller in attempting to deliver the Product.
- 4.7 The Seller's liability to and Tax, assessment, fee or other charge to any invoice shall not release the Customer from liability therefor.
- 4.8 The Customer shall provide the Seller with any documentation, including, but not limited to, regulations, exemptions, certifications, claims, refunds, the list of authorized resellers and agents and any other relevant data that the Seller shall request, to satisfy the Seller's requirements in connection with any Tax assessment, fee or other charge.
- 4.9 The Customer's failure to provide the Seller with such requested documentation will result in the inclusion of all appropriate taxes of whatever nature and fees owing at any point in time on applicable services and the accuracy of any inputted Taxes and fees will be the responsibility of the Customer. The Customer shall indemnify and hold the Seller harmless for any damages, costs, liabilities or expenses that the Seller may incur due to the Customer's failure to comply with the requirement in clause 4.8. Furthermore, the Customer agrees to complete and execute and document reasonably requested by the Seller in the most expeditious manner the amount of Clauses 4.7 to 4.9 (inclusive) or to increase any amounts appropriate paid to any governmental authority or other agency.

6. TERMS OF PAYMENT

- 6.1 The Seller may invoice the Customer once delivery of the Product has been completed, or the Seller may give the Customer oral or written notice that the Product is ready for collection ("Delivery"). The Customer shall pay the Price and the Seller shall be entitled to receive the Price notwithstanding that physical delivery may not yet have taken place and/or that the Product has not passed to the Customer. The time of payment of the Price shall be the essence of the contract.

all the Customer shall not be entitled to a reduced payment of any sum due by working out right of set-off or compensation.

5.2 The Customer shall pay the interest in full and in cleared funds within 21 days of delivery, or as otherwise agreed. Payment shall be by direct debit unless otherwise agreed and if the payment due falls on a bank holiday collection will be made on the first prior available banking day.

5.3 If the Customer fails to make payment due to the Seller under the Contract by the due date then the Seller reserves the right to:

5.3.1 obtain interest and costs in accordance with the Law Payment of Commercial Debt (Interest Act 1998).

5.3.2 cancel or suspend the Contract (and any other Contracts the Seller has with the Customer) and/or

5.3.3 initiate action against or against delivery of Products under the Contract or any other Contract the Seller has with the Customer and the accompanying agreement as part.

5.4 The Customer consents and authorises the Seller, directors, employees and partners consent to the Seller obtaining such credit reference searches and other information relating to the Customer's credit status as the Seller may require from time to time. In doing personal information relating to all directors, employees, employees and partners as permitted by the clause 5.3, the Customer acknowledges that the Seller may transfer it outside the European Economic Area provided it is always covered by adequate data protection standards.

6. DELIVERY

6.1 The Seller will use its reasonable endeavours to deliver or procure the delivery of the Product to the Customer. Where delivery is to be made other than to the Customer, the Customer will nevertheless remain responsible to the Seller for payment of the Price.

- 6.2. Any Product delivered later or later opened or repackaged only shall date and time for delivery shall not be the reason and may not be back of the reason. The Seller may deliver Product in advance of the agreed delivery date upon giving reasonable and a written notice to the Customer. The Customer acknowledges that the risk of Product is subject to considerable variation. Nevertheless, in unusual circumstances, in the event weather, which beyond Seller's control, and delivery conditions can also be paid. The Customer is advised to take this into account to order in good time and allow any time for delivery.
- 6.3. The Seller shall be entitled without notice to the Customer to vary the amount of the Product delivered by an operational tolerance up to ten per cent (10%). Any variation exceeding ten per cent (10%) will only be made with the prior approval of the Customer.
- 6.4. If the Seller fails to deliver the Product, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of a similar description and quality in the cheapest market, less the price of the Product. The Seller shall not be liable for any delay in delivery of Product that is caused by a Force Majeure Event, the Customer's failure to provide the Seller with adequate delivery instructions or the delivery facilities are not suitable for the shipment or characteristics of the Product in accordance with clause 5.5.2 or 5.5.3.
- 6.5. Delivery of Product shall be completed when it reaches the Delivery Point or when Product is left loaded from the delivery vehicle or when Product are collected by the Customer's team as applicable.
- 6.6. If it is not possible at the time of delivery, the Seller will deliver Product where it is possible for the Seller to access the Storage and the Customer agrees that the Seller shall be entitled to access the Storage for this purpose.

5. DELIVERY FACILITIES

- 5.1. It is the Seller's obligation to deliver the Product to the Customer's fulfilment

- 7.1.1 Ensure that all necessary arrangements are put in place for the safe receipt of each delivery. This will include without limitation providing adequate and appropriate equipment for accepting delivery, ensuring delivery and storage areas are clear and suitable for the Seller's delivery vehicles and ensuring that sufficient storage capacity is available in each city/region for the Products, as clearly marked with particular zone labels with working capacity and identification number, as provided with a safe access to check volume in each before and during delivery and complete with any and all applicable laws and regulations.
- 7.1.2 In addition to ensure upon the Customer shall be responsible for ensuring that its property furnished by the transportation and delivered to area under such terms that the commodity have is properly and securely connected to the fitting point and observe all the conditions of the Products Light Storage Labels (if any) and not allow any smoking, naked lights, fire, alcoholic drinking, cigarette or any dangerous in the vicinity of the storage and the CE tag and not given connected to it.
- 7.1.3 Request the Products to ensure that they conform to the Contract and make an additional appropriate available in light of delivery area and regulatory documentation provided by the Seller to confirm the Products are available.
- 7.1.4 Notify the Seller of any concerns regarding the safety or suitability of the Storage before the Seller commences delivery (ensuring that any set of safety equipment is clearly marked and identified).
- 7.1.5 In all times not suitable and without their care and creation in relation to the Products, in acknowledging that there are health and safety issues inherent in receiving and using the Products, which if handled incorrectly can be dangerous. Where the Customer collects the Products from the Seller then the Customer shall ensure that the Seller's products are stored and processed accordingly to, and in accordance with, the Seller's operations and

7.1 When the Employer of Domestic Work and Use of Transportable Equipment Regulation 2003/1508 under any regulation concerning or applying the same apply, ensure that such regulations are complied with before making delivery.

7.2 When the Seller is delivering highly flammable Products or other similar products to the Customer, it is required that the Customer's safety and the safety of the Seller's staff making the delivery, that the Customer is aware of and complies with any and all applicable laws and regulations in relation to the handling and safety risks associated with such products. The Customer must take any measures as to the obligations referred to above with the health and safety equipment at the relevant location to the extent possible under the circumstances. If the Seller believes that it would be unable to make a delivery of Products to the Customer then it may request the relevant delivery address to send it a detailed loading instruction if it would be safe for it to proceed.

7.3 When the Customer or its agent collects the Product, the Customer will ensure that the unit will be in suitable condition which makes any such collection as safe and proper and comply in all respects with all applicable Laws, and that the driver or other personnel operating such unit will be in control, unimpaired and fully competent to carry out any task assigned to them.

7.4 When the Customer or its agent collects the Product, the Customer agrees to abide by the terms and conditions of any applicable loading instructions between the Seller and the third party terminal operator and any rules and regulations applicable to such terminal.

8. MEASUREMENTS

8.1 The measurements provided by the Seller (either as evidenced by meter measurement or the bill of lading, as appropriate) with regard to quantity, quality and specifications shall be conclusive for all purposes, even in the case of fraud or misdescription.

8. RISK AND TITLE

- 8.1 The risk in the Products (including, but not limited to, risk of contamination) shall pass to the Customer on completion of delivery in accordance with clause 4.5 except where the Customer fails to accept delivery of any of the Products in which case risk shall pass when the Producer notifies the Customer and risk shall only transfer back to the Seller when the Seller agrees in writing to accept the risk.
- 8.2 Notwithstanding delivery and the passing risk to the Customer, the Seller and Producer shall not transfer to the Customer until the transfer of:
 - 8.2.1 the Customer's title of Products, in which case title in these Products shall pass to the Customer at the time specified in clause 9.1;
 - 8.2.2 the Seller has received payment for the stated goods in full in respect of each Product and all other costs which are or which become due to the Seller from the Customer for each of Products, in which case title in each Product shall pass at the time of payment of all such costs.
- 8.3 Until such time as title to the Product transfers to the Customer, the Customer shall:
 - 8.3.1 hold the Product (or an equivalent quantity of unmingled produce of the same type) on behalf of the Seller as the fiduciary agent and holder of the title;
 - 8.3.2 hold any the Product properly stored and packaged;
 - 8.3.3 only re-warehouse or use the Product in the produce of the same type;
 - 8.3.4 maintain the Product in suitable condition and insured against all risks (as they shall pass from the time of delivery);
 - 8.3.5 notify the Seller immediately if a loss occurs (subject to any of the events listed in clause 11.2).

9.3. shall indemnify the Seller against any loss or damage and against all liability arising out of any action, claim, demand or proceedings brought by any employee, agent, contractor or representative of the Seller, or by any third party, with respect to the Product under 9.1, or the Customer's premises.

9.4. Notwithstanding and without prejudice to subsection 9.3 above, the Customer may remove the Product from storage for use or resale in the normal course of its business or in case of emergency but not otherwise. If the Customer resells the Product in the ordinary course of its business before the making, or, if the Customer does so as principal and not the Seller's agent, accordingly title to the Product shall pass from the Seller to the Customer immediately before the time at which such use by the Customer occurs.

9.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any obligations owed to the Seller, which constitute the subject of the Sale.

9.6. If before title to the Product passes to the Customer the Customer becomes subject to any title claim based on the U.S. Bank, without binding any other rights or remedy the Seller may have, the Seller may at any time:

9.6.1 require the Customer to deliver up all Products in its possession which have not been sold or otherwise disposed of or to create another product for an equivalent quantity of unsold/undisposed of the same type and;

9.6.2 if the Customer fails to do so promptly, take any process of the Customer or of any third party when the Products are stored in order to recover the unsold/undisposed of products;

9.7. Notwithstanding the provisions of Clause 9.2 the Customer shall be responsible for and shall indemnify and hold the Seller and its employees, contractors, agents and agents and all liability for loss or damage sustained or incurred due to any

where a signature or marking other than the Product has been delivered to the Purchaser including a signed invoice.

92.1 any break, leakage, shortage, contamination of or other damage to the Product occurring during storage, processing or any other handling by the Customer.

92.2 any indirect and consequential losses, loss of profits or reputation or damage to property and.

92.3 except to the extent provided otherwise by Law, any other claim arising directly or indirectly from any breach of any term of the Contract or as a result of the negligence of the Customer in respect or against all claims arising from the death of or injury to third parties, or loss or damage to third party property or arising out of the death or injury of the Customer's employees, occurring as a result of, or in connection with, the storage, processing or handling of the Product other than those described.

93. Liability in the Product given to the Customer, the Customer shall:

93.1 keep the Product in storage intended to full replacement value and

93.2 comply with all relevant Law and the requirements of all applicable regulatory authorities with regard to the safe storage, handling and use of any Product for the purposes of those Conditions the words "safe storage, handling and use" refers not only to the safety of those persons who may be affected by the use or retention of the Contract but also to the environment generally.

94. WARRANTIES

94.1 The Seller warrants to the Customer that at the time of delivery the Product will conform with the specifications referred by the Seller to the public in its ordinary course of business for the particular grade of Product and all relevant British Standards for that Product.

102 The Seller gives no warranty that the Product is fit for any particular purpose.

103 The Seller shall not be liable for Product's failure to comply with the warranty set out in Clause 101 in any of the following events:

103.1 the Customer makes further use of the Product after giving notice in accordance with Clause 101.6;

103.2 the deterioration or removal of a label, damage, negligence or abnormal misuse or storage;

104 The Customer warrants to the Seller that it will not use the Product, nor will it permit the Product to be used, to be used, in contravention of any Law, whether by use as a field fit or a mechanically propelled vehicle or otherwise. Where according to the Product the Customer warrants that it will not make alterations to any mechanical or framed parts of the Seller in providing or affecting sale of the Product, unless the prior consent is given by the Seller.

105 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

II. CLAIMS PROCEDURE

111 Any claim by the Customer (whether or not a claim is referred to by the Customer) which is based on the specifications set in the measurements provided by the Seller shall be notified to the Seller on line two weeks (14) days after the date of delivery, or the earliest date available to the Customer to be done so, in compliance with the specifications that be notified to the Seller within twenty eight (28) days after the date of delivery. In the event of any such claim, the Customer shall further provide the Seller with detailed documentary evidence in support within seventy two (72) hours after the date of the written notification to the Seller. If delivery is not refused, and if the Customer fails to so notify the Seller in accordance with these provisions, the Customer shall not be entitled to reject the Product and the Seller shall have no further liability.

- 11.2 Where any claim is made in accordance with the above provisions, the Customer shall retain jurisdiction for the failure or an affected representative to meet upon the premises at which the Product is stored during business hours to take samples under cover and any other investigation which the Seller considers necessary, and not commencing or after the Product in question to be contaminated with any other product or other product or otherwise posing a danger to the Seller with regard to the sustainability of the claim, unless expressly agreed otherwise between the parties.
- 11.3 Subject to clause 11.2 and 11.3, if the Seller accepts the Customer's claim, the Seller shall restore the defective Product and, at its option, replace the defective Product or refund the price of the defective Product as set.
- 11.4 Except as provided in this clause 11, the Seller shall have no liability to the Customer in respect of the Product, where to comply with the statutory set out in clause 11.

12. FORCE MAJEURE

- 12.1 Neither party shall be liable for any failure or delay in performing its obligation as a result of any Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to strikes, lock-outs or other industrial action, civil commotion, riot, terrorist, terrorist attack or other act of terrorism, riot, war (including declared or undeclared), or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster, adverse weather, accident, fire, explosion, or other conditions for the Seller's use or agent's or contractor's) vehicles, liability to obtain product, equipment or transportation or failure of public, or private telecommunications networks.
- 12.2 If due to any Force Majeure Event, the Seller is unable to supply the total quantity of Product ordered, the Seller shall have the right, in sole discretion, to allocate its available supply among its customers, departments and divisions in a

but not equitable account. Notwithstanding the foregoing, it is agreed that a Force Majeure Event releases the Customer from its obligation to pay (or a third party, for Payment already delivered by the Seller upon the occurrence of such event).

10. LIMITATION OF LIABILITY AND CUSTOMER INDEMNITY

- 11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
 - 11.1.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or suppliers;
 - 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 11.1.4 defective products under the Consumer Protection Act 1987; or
 - 11.1.5 any matter in respect of which it would be liable for the Seller in which a court decides.
- 11.2 Subject to clause 11.1:
 - 11.2.1 the Seller shall, under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, special or consequential loss of goodwill, loss of contracts, loss of anticipated savings, any increased cost of working or any indirect or consequential loss arising under or in connection with the Contract;
 - 11.2.2 the Seller's total liability to the Customer in respect of loss or damage to physical property of the Customer caused by the Seller's negligence (or that of its employees, agents or subcontractors) shall not exceed £1,000,000 in respect of any one event or connected series of events, and

13.2 The Seller shall liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether or not such loss (including negligence) results of statutory duty or otherwise, shall be an obligation, except the price paid for the Product, as stated elsewhere in the present

13.3 Notwithstanding any provision to the contrary, the Customer shall indemnify the Seller against any loss or damage to its property or to any other person's property or to any other person's person or property, which, directly or indirectly, results from the Seller's negligence or from the Seller's or to any third party on account of death or personal injury and/or damage to property or impairment of any kind arising out of or in connection with any delivery made by or on behalf of the Seller hereunder or any product collection made by or on behalf of the Customer, in the event that the same shall either directly or indirectly be caused by, or as a consequence of, any failure by the Customer to comply with its obligations hereunder or in law, including negligence, notwithstanding any negligence or breach of statutory or other duty of the Seller, its employees, subcontractors or agents.

14. ASSIGNMENT

14.1 The Customer may not assign or otherwise transfer all or any of its rights and obligations under the Contract to any third party without the prior written consent of the Seller, which consent will be unconditionally withheld.

14.2 The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights or obligations under the Contract.

15. TERMINATION

15.1 The occurrence of any of the following events, without limitation, shall constitute a "Default" by the Customer. Upon Default by the Customer, the Seller may terminate any Contract or Order with immediate effect by giving written notice to the Customer.

- 15.1.1 the Customer requests, or threatens to request, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or being a company or limited liability partnership is directed under to pay its debts within the meaning of section 122 of the Insolvency Act 1986, or being an individual is directed under to pay its debts or is being or is reasonably proposed to be, in other cases, within the meaning of section 206 of the Insolvency Act 1986, or being a partnership has any partner to whom one of the foregoing applies;
- 15.1.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or enters a proposal for or enters into any composition or arrangement with its creditors other than (where the Customer is a company) where there occurs the place for the satisfaction of a claim for a relevant obligation of the Customer with one or more other companies or the relevant member(s) of the Customer;
- 15.1.3 being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a relevant obligation of the Customer with one or more other companies or the relevant member(s) of the Customer;
- 15.1.4 being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or an administration is appointed over the Customer;
- 15.1.5 being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

- 15.2.6 agrees to indemnify and agree to reimburse the Customer's assets or a member or affiliate of the Customer's assets;
 - 15.2.7 being an individual the Customer is the subject of a bankruptcy petition or claim;
 - 15.2.8 is unable to reimburse the Customer or other persons or is a debtor, insolvent, reorganized or other such person as listed or defined in or with respect to which in any part of the month and each subsequent process is not discharged within 90 days;
 - 15.2.9 any event occurs or proceeding is taken, with respect to the Customer in any jurisdiction in which it is alleged that the Seller is liable or liable to any of the events mentioned in clauses 15.2.1 to clause 15.2.8 (inclusive);
 - 15.2.10 the Customer requests, demands or threatens to cause recovery on all or a substantial part of its business;
 - 15.2.11 the Customer's financial position deteriorates to such an extent that the Seller's opinion of the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - 15.2.12 the Seller's bank or credit reference provider indicates (even generally or specifically) satisfaction to the Customer and;
 - 15.2.13 when the Customer fails to pay any amount under the Contract on the due date for payment.
- 15.3 Without limiting its other rights or remedies, the Seller may suspend provision of the Products under any Contract without notice if the Customer becomes subject to any of the events listed in clause 15.2.1 to 15.2.13 or the Seller reasonably believes that the Customer is about to become subject to any of them. Where the Seller suspends provision of Products in accordance with this clause, all monies

the date or in respect of the Contract shall become immediately due and payable by the Customer to the Seller.

15.4 On termination of a Contract or Order for any reason the Customer shall immediately pay to the Seller all of the Seller's outstanding unpaid interest and amount.

15.5 Termination of a Contract or Order, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued or are accruing.

15.6 Upon a termination arising from the default of the Customer, the Seller shall be entitled to compensation from the Customer for the cost of, and loss incurred by entering into a replacement transaction, the cost of storing or disposing of undelivered products, and the cost of maintaining, reworking, testing or establishing any hedge or related trading positions that disclosed to prevent losses or trading positions, or appropriate derivative contracts, as determined by the Seller to be commercially reasonable.

15.7 On Default by the Customer, the Customer shall also indemnify the Seller against costs and expenses (including but not limited to professional costs and expenses) incurred or incurred by the Seller arising out of or in connection with the Default and the Seller's enforcement of its remedies for the Customer's Default.

15.8 Clauses which expressly or by implication create variations of a Contract or Order shall continue to full force and effect.

16. GENERAL

16.1 Notices, any notices requested or provided to be given by either party to the other under this Contract, shall be in writing and shall be the responsibility of the sender. Notices shall not include e-mails, and will be the other party at its registered office or principal place of business or such other address or one of the addresses that have been duly notified to the party giving the notice. A notice shall be deemed to have

bank shall remain at the time of delivery. If delivered personally in the United Kingdom or 2 Business Days after posting for an address in the United Kingdom and 5 Business Days after posting for any other address. In the event "Business Days" shall mean any day other than a Saturday, Sunday or public holiday in England where banks in London are open for business.

16.2 Confidentiality

16.2.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, contracts, claims or suppliers of the other party or of any member of the group of companies to which the other party belongs except as permitted by clause 16.2.2.

16.2.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisors who need to have such information for the purposes of carrying out the party's rights or carrying out its obligations under or in connection with this agreement; Each party shall ensure that its employees, officers, representatives or advisors to which it discloses the other party's confidential information comply with this clause 16.2.2;

(b) as may be required by law, a court of competent jurisdiction or any governmental regulatory authority;

16.2.3 The party that receives the party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract;

16.3 **Remedies:** If any provision or part provision of these Conditions, this Contract or a business model, digital or non-digital, is held by a court to be null and void, the provisions shall remain enforceable, if such nullification is not possible, the relevant provisions or part provisions shall be

document intended. Any modification or addition of a provision or a part provision made after these shall not affect the validity and enforceability of the rest of these Conditions in the Contract, as applicable.

16.1. **Wholeness.** The content of the Order or invoice or any other document under the Contract in this is only reflective of price in writing and shall not be deemed a waiver of any conditions, terms or conditions.

16.2. **Third party rights.** A person who is not a party to the Contract between the Seller and the Customer shall not have any rights to enforce its terms.

16.3. **Variation.** Except as set out in these Conditions, no variation of the Contract, including the modification of any additional terms and conditions, shall be effective unless it is in writing (which for the purposes of this clause shall not include email and signed by the Seller).

16.4. **Governing law.** The Contract, including these Conditions, any Order or Sales Confirmation and any dispute or claim arising out of or in connection with these or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

16.5. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, these Conditions, an Order and any Sales Confirmation or their subject matter or formation (including non-contractual disputes or claims).