

CONDITIONS OF SALE
CARNEGIE FUELS LIMITED - ("Seller")

1. Formation of any Contract with the Seller requires either:
 - (a) both the placing of an order by the Customer and its Acceptance by the Seller in writing, or
 - (b) both the lodging of a Tender by the Seller and its Acceptance in writing by the Customer within the period stated or, where no period is stated, within thirty days after its date.
2. The formation of a contract between the Seller and the Customer expressly includes the terms and conditions hereof, to the exclusion of any inconsistent terms and conditions whether embodied in other contracts to which the Customer is a party, Standard Form Contracts or elsewhere, except where Statute decrees to the contrary. Acceptance by the Seller of an order by the Customer does not constitute acceptance of any conditions which may be subsequently imposed by the Customer.
3. Clerical errors and omissions are subject to correction.
4. At the Seller's request, the Customer shall provide the names of two established trade references and details of its Bankers.
5. In cases where the Seller has lodged a Tender, unless the acceptance of such Tender by the Customer is accompanied by sufficient information and instructions any samples submitted to the Customer and not returned within one month from date of receipt shall be paid for by the Customer.
6. Each delivery shall constitute a separate Contract and the failure of any delivery shall not frustrate the contract as to any other deliveries.
7. The price quoted shall not be adjusted or altered in any way whatsoever except in accordance with the express provisions of these Conditions.
8. Payment shall be made in cash by the customer to the Seller not later than the fourteenth day of the month following the month during which delivery takes place.
9. In the event of any sum due to the Seller by the Customer not being paid on the due date, interest shall run thereon at the rate of 2.5% per centum per month, compounded monthly from the due date until paid in full.
10. In the event of inability to deliver by virtue of a reason or reasons other than the fault or privity of the Seller, the Customer shall reimburse the Seller against any consequential real or notional charges for storage, insurance or the like.
11. If the customer shall fail to make payment in accordance with these Conditions, or if any diligence enforcement procedure or execution shall be levied upon the Customer's property or assets, or if the Customer makes any offer to make any arrangement or composition or trust deed with creditors, or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against him, or if any resolution or petition to wind up the Customer's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, the Seller shall be entitled forthwith to determine any contract then subsisting with the Customer upon written notice being posted to the Customer's last known address, and the Seller shall be entitled to exercise the Seller's right to payment of the contract price and reimbursement of all expenses incurred.
12. The Seller shall use its best endeavours to ensure completion by the date given but the date is an estimate only and no liability will attach to the Seller for failure to meet the date nor for the consequences of any delay. Any clause purporting to introduce a penalty for such a delay shall be no part of this agreement.
13. The Customer accepts that the goods are supplied with the specifications provided to the Seller by their manufacturer or, if there is no such specification, to be within normal limits of commercial and/or industrial quality. The Customer shall notify the Seller in writing, within seven days of the date of delivery, or any defect in, or complaint arising from, the goods.
14. In respect that any goods delivered hereunder are within the scope of Petroleum Storage Regulations or the like, the Customer will at all times comply with the same and will do or omit to do no act or thing which will or might contravene the same or which might injure or prejudice the goods. The Customer will indemnify and hold harmless the Seller from and against any claims, damages, costs or the like arising out of or in connection with a breach by the Customer of the terms hereof.
15. The Seller will not be liable for any loss occasioned to the goods through their volatility or by evaporation or the like.
16. Unless otherwise indicated, all packaging material, drums, containers, boxes and the like must be paid for by the Customer. In the event that the Customer is informed that the same are returnable, the same must be returned (at the Customer's expense) to the Seller within a reasonable time of delivery, failing which the Customer shall be deemed to be in default and shall be liable to the Seller for the Seller's costs and charges in connection with such non-return.
17. No liability will attach to the Seller in respect of any loss, damage or delay occasioned by any Act of God, act by any Government, strikes, lockouts, riots or civil commotions, power failure, breakdown of machinery, fuel shortage, or any other contingency beyond our control, provided that the Seller sends notice in writing to the Customer within seven days of the Seller's actual knowledge of the occurrence.
18. The total liability of the Seller hereunder shall not exceed the replacement of the goods or, at the Seller's option, reimbursement of the price received by the Seller for the same.
19. Payment of any sum due hereunder to the Seller shall be made in full without compensation or set off and free and clear of and without deduction for or on account of any present or future taxes or Value Added Tax or any charges of whatever nature or any other matter or thing whatsoever.
20. Except as herein provided, the terms and conditions herein contained constitute the entire agreement between the Seller and the Customer and no reliance is made by the Seller or the Customer upon any representation made prior to the formation hereof.
21. By their acceptance hereof, the Seller and the Customer accept the provisions hereof as fair and reasonable for inclusion in a commercial contract of this kind.
22. The construction, validity and performance hereof shall be governed by the Law of Scotland and the Seller and the Customer agree to submit to the exclusive jurisdiction of the Sheriff of Grampian, Highland and Islands at Stonehaven.