

Terms and Conditions of Fuel Sale for Domestic Customers

General

These Terms and Conditions govern the relationship between us and apply to any purchase of Fuel that you may purchase as a domestic customer.

Each time you place an order you agree to be bound by these Terms and Conditions. Please read them carefully before entering into any Fuel Sale Agreement.

These terms and conditions apply to domestic customers only - that means people who want to purchase Fuel for personal use and not for any business purposes.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions we use the following terms:

Affiliate means in respect of any of the Group Companies of the Seller;

Buyer or **you** or **your** means the person named in the Fuel Sale Agreement as the purchaser of Fuel.

Credit Limit has the meaning given in clause 4.3.

Defuel means the removal of Fuel from tanks irrespective of the circumstances or the quantities involved.

Fuel means kerosene used as heating oil.

Fuel Sale Agreement means collectively:

- each Purchase Order,; and
- our invoice issued to you pursuant to each Purchase Order; and
- these Terms and Conditions.

LIBOR means the London inter-bank offered rate for one month GBP deposits at 11:00 a.m. fixing on the due date as published by Reuters or, if the due date is not a London banking day, on the immediately preceding London banking day.

Posted Price means the standard price for Fuel quoted by the Seller on www.atf.gg.

Purchase Order means communication in writing, by telephone or by email from you to us to purchase Fuel, setting out:

- the premises for delivery of Fuel; and
- the volume of Fuel to be delivered.

Seller or **us** or **our** means ATF Fuels Global Ventures IC.

Tanks means storage tanks, containers or other receptacles to be used for storing Fuel.

2. DELIVERY

2.1 Unless we agree otherwise , the Fuel we supply to you will be delivered into the Tanks at the premises stated in the Purchase Order. In order for delivery to take place you must ensure that you:

- (a) provide adequate and appropriate Tanks for accepting delivery;
- (b) ensure access to the Tanks is clear and available;
- (c) ensure the Tanks are safe and suitable for the Fuel and are clearly marked with the product name, safe working capacity and identification number; and
- (d) ensure the Tanks comply with any and all applicable laws and regulations.

If there are any problems with the Tanks we may not be able to deliver the Fuel.

2.2 Ownership to and risk in the Fuel supplied passes to you when the Fuel supplied passes the hose connection of the receiving Tank. unless you and use agree differently in writing prior to delivery.

2.3 If there is a requested delivery date specified in the Purchase Order we will use our reasonable endeavours to deliver the Fuel by that date or, if no date is specified, within a reasonable period of time, subject to operational requirements imposed by other delivery commitments.

2.4 Our measurements and quality analysis of the Fuel supplied shall be treated as correct unless there is evidence that the results are incorrect.

2.5 The Fuel we supply will:

- (a) match the description (if any) we have given you;
- (b) be of satisfactory quality; and
- (c) be fit for purpose.

2.6 If you have any complaint about the quantity or quality of any Fuel by us you should contact us as soon as you become aware of the issue and send us any information that you have relating to the complaint.

2.7 On delivery, we shall provide you with a copy of a delivery receipt specifying the grade and quantity of Fuel delivered. Where possible, the delivery receipt will be signed by our representative and you.

2.8 You can cancel an order for Fuel up to one business day prior to the date of delivery. You need to call us or send an e-mail to sales@atffuels.com to confirm that you don't want the Fuel. If you cancel after the specified time you will be charged for the Fuel.

3. PRICES, DUTIES, TAXES AND CHARGES

- 3.1 Subject to clause 5 and the following provisions of this clause 3, the price payable for Fuel to be supplied under a Fuel Sale Agreement shall be (as applicable):
- (a) the price specified in the relevant Fuel Sale Agreement;
 - (b) or, where no price is stated in the Fuel Sale Agreement, the Posted Price as at the date of delivery of the Fuel; or
 - (c) as otherwise agreed between us in writing.
- 3.2 The Fuel Sale Agreement shall also state the applicable consumption tax, sales tax or any other tax of a similar nature that may be levied in the jurisdiction of the delivery premises at the date of the order.
- 3.3 If the rates of applicable consumption tax, sales tax or any other tax of a similar nature that change between your order date and the date we supply the Fuel, we will adjust the rate of tax that you pay, unless you have already paid in full before the change in the rate of tax takes effect.
- 3.4 Any third party charges included in the price of Fuel at the date of the Fuel Sale Agreement shall be as stated in the applicable Fuel Sale Agreement
- 3.5 The price specified in a Fuel Sale Agreement will apply only to that delivery of Fuel. We may vary the price of subsequent deliveries of Fuel and the Posted Price of Fuel to reflect any changes in any duty, tax, fee or charge of any kind included in the prices of Fuel (or any new duty, tax, fee or charge of any kind to be included in the price of Fuel).

4. PAYMENT AND SECURITY

- 4.1 We will normally we send you an invoice after delivery of the Fuel. However, we reserve the right to require you to pay for Fuel when you place your order. If you haven't paid in advance, you must pay the amount on the invoice within 14 days' of receipt.
- 4.2 Customers may be permitted to pat a monthly charge for the supply of Fuel for a 12 month period. If you request to pay by direct debit we will estimate what you are likely to consume in Fuel in a year. We will multiply this by an estimated average unit price for the following 12 months which will provide an estimated annual charge for the Fuel that you would use if you carried on paying by invoice as normal. This estimated annual charge will split into 12 equal parts to which gives a monthly charge which will be taken from your bank account under a direct debit mandate which you will be requested to complete. Direct debit payment is not available if you owe us any money unless you pay that money in full or we agree to other arrangements for the payment of that money. Any repayment arrangements will not affect our right to demand full payment for unpaid money immediately at any time.
- 4.3 For customers who choose to pay monthly in accordance with clause 4.2, we may impose a maximum credit limit (inclusive of applicable consumption tax, sales tax or any other tax of a similar nature that may be levied in any jurisdiction) (**Credit Limit**), on you which may be revised from time to time. If this is the case we will notify you in writing of the Credit

Limit and any changes to it. Normally the Credit Limit will be 6 times the amount of your monthly direct debit but we may notify you of a different Credit Limit.

- 4.4 Either you or we can cancel the monthly payment arrangements and related direct debit by telling the other in writing one month before you/we want it to end. If the direct debit service is cancelled we will amend your last monthly charge to include any extra amount/refund needed to bring your account balance to zero.
- 4.5 If you do not pay us on time (or if your direct debit is returned unpaid by your bank or is otherwise late or if you exceed any Credit Limit) we may do any or all of the following:
- (a) require immediate payment, in advance of the due date or of delivery or collection, in respect of each or any invoice, delivery or collection or any proportion of the same; and/or
 - (b) cancel or suspend any future deliveries of Fuel and any other Fuel Sale Agreements we have with you until you pay the amounts you owe us in full;
 - (c) refuse to accept any further orders from you or require you to pay for any future order of Fuel in advance when you place the order;
 - (d) require you to pay interest on the outstanding amount, calculated on a daily basis from the due date for payment up to the date of actual payment, at the rate of 3% above the base lending rate of LIBOR from time to time;
 - (e) require you to provide to us any satisfactory security to us before providing any further deliveries of Fuel.
- 4.6 All payments under the Fuel Sale Agreement shall be made in Pounds Sterling, without any deductions.

5. DEFUELLING

- 5.1 Where you request a Defuelling of your tanks, then provided that Defuelling and storage of the Defuelled Fuel can be carried out in accordance with our applicable quality control and operations procedures, we may accept the request and the Defuelling will be carried so as soon as is reasonably possible after such acceptance, taking into account our other activities.
- 5.2 There may be a charge for Defuelling activities which will be notified to you at the time of acceptance of the request.
- 5.3 We can:
- (a) receive back the quantity of Fuel Defuelled into our own storage; or
 - (b) segregate and store the Defuelled Fuel for re-delivery to your tank from which it was Defuelled or to another of your tank, or
 - (c) dispose of the Defuelled Fuel and credit you with any proceeds we obtain less any costs, charges, duties or taxes incurred by us in arranging such disposal.

6. DELIVERIES OUTSIDE NORMAL ARRANGEMENTS

6.1 If you request us to make deliveries:

- (a) by a different method than the one normally used for supplies of Fuels to your tanks;
or
- (b) outside our normal service hours (as published by us from time to time on our website),

then we may agree to do so at an extra cost which will be notified to you prior to our acceptance of the request.

7. LIABILITY

7.1 Subject to clause 7.3 below, our liability to you for any breach of these terms and conditions shall be limited to replacing the Fuel purchased from us under the order in question, at your option refunding you the price paid by you for the Fuel or, in the case of damage to your physical property, that damage which is a reasonably expected consequence of the relevant breach.

7.2 We will only be responsible to you for any direct costs incurred by you as a result of our breach of these terms and conditions, and in no event will we be liable for any indirect, special or consequential losses, any loss of actual or anticipated profits, loss of savings or anticipated savings, loss of use, loss of goodwill or reputation, loss of productivity of any special or pure economic loss of any nature whatsoever even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the parties and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise

7.3 Nothing in these terms and conditions excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied in the Supply of Goods and Services (Jersey) Law 2009 in Jersey or The Trading Standards (Fair Trading) (Guernsey) Ordinance 2023 in Guernsey; or
- (d) any other matter for which the law does not allow us to exclude or attempt to exclude our liability.

8. FORCE MAJEURE

8.1 Neither we nor you will be responsible if we are unable to perform our obligations under the Fuel Sales Agreement due to any circumstances whatsoever which are beyond your or our reasonable control (as applicable)

8.2 If the supply of Fuel is delayed or prevented as set out above we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can

contact us to end the contract and receive a refund for any Fuel you have paid for in advance, but not received.

9. TERMINATION

9.1 We may terminate a Fuel Sale Agreement and any other outstanding Fuel Sale Agreements with you by giving notice to you in writing and claim any compensation due to us (including enforcement costs) if:

- (a) you fail to pay any invoice by its due date for payment and you still don't make payment within 30 days of us reminding you that payment is due; and/or
- (b) one or more of your direct debit is returned unpaid by your bank or is late or if you exceed any Credit Limit and you don't remedy this within 30 days of us reminding you that payment is due;
- (c) fails to provide any security mentioned in clause 4.5 within a period of 30 days after such being demanded or required; or
- (d) commit a material breach of any of the other conditions or any other term of the Fuel Sale Agreement, which is either incapable of remedy, or, if capable of remedy is not remedied by you within 30 days of service of us writing to you requesting the breach be remedied.

10. ASSIGNMENT

10.1 You may not transfer or assign a Fuel Sale Agreement or any benefit or rights under a Fuel Sale Agreement without our written consent.

10.2 We may assign our rights and obligations under a Fuel Sale Agreement to one of our Affiliates. We will notify you if in writing if this occurs.

11. CONFIDENTIALITY

The Fuel Sale Agreement, the information that it contains and all information exchanged relating to it are confidential between us. Neither we nor you may, without the other's written consent, disclose such information on any basis to any person (other than our employees, our Affiliates or our Affiliates' employees on a confidential basis) unless the information is required to be disclosed by law or to any governmental authority.

12. PERSONAL DATA

All personal information and data supplied by you and/or collected by us or our Affiliates will be used and processed in accordance with (i) applicable laws; (ii) these Terms and Conditions and (iii) our Privacy Policy (<https://atf.gg/privacy-policy-2/>). You warrant that any data provided by you is accurate.

13. VALIDITY AND WAIVER

13.1 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

13.2 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

14. VARIATIONS

We revise our terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that a Fuel Sale Agreement is formed between you and us (as set out above).

15. NOTICES

15.1 Every notice required to be given under a Fuel Sale Agreement shall be in writing (including by written electronic communication) and shall be given to the other party at its address or email set out in the Purchase Order, or such other contact address or details as advised from time to time by one party to the other.

15.2 Every notice or other communication shall be deemed to have been received:

(a) in the case of a letter when delivered personally or two days after its posting by first class post; and

(b) in the case of an electronic communication when sent.

16. GOVERNING LAW AND ARBITRATION

All aspects of the contract formed by these terms and conditions shall be governed by Guernsey law (if the Fuel is supplied in Guernsey) or Jersey law (if the Fuel is supplied in Jersey) and each of us agree to the non-exclusive jurisdiction of the Guernsey or Jersey courts, as the case may be. In some circumstances the laws where you are domiciled may apply and the courts where you are domiciled may have jurisdiction.

17. THIRD PARTY RIGHTS

17.1 No term or condition contained in a Fuel Sale Agreement shall be enforceable by any person who is not a party to this Agreement.

17.2 A Fuel Sale Agreement may be varied or terminated by the parties without notice to or the consent of any third party.

18. ENTIRE AGREEMENT

The Fuel Sale Agreement and all of the documents referred to in it, in the agreed form, sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of the Fuel Sale Agreement.