

All fuel oils supplied by Henty Oil Ltd (hereinafter referred to as "the Company") are only sold subject to the following terms and conditions and exclude any terms or conditions stipulated by the Buyer and any representations, warranties or communications not expressly incorporated herein, save only for those variations in terms as may be agreed by a duly authorised representative of the Company in writing or by electronic communication.

1. All offers and quotations submitted by the seller are without engagement to the seller unless stated otherwise. An agreement shall only be binding to the seller when it is subject to the terms and conditions contained herein or varied by a duly authorised representative of the Company as stated above, upon written or electronic confirmation by the Company thereof, or alternatively upon commencement by the Company of the execution of the agreement.

2. All prices quoted are exclusive of VAT unless specifically mentioned otherwise.

3. For all deliveries made to the Buyer's premises the Buyer must provide safe and suitable; (i) access from a public road (ii) bulk storage facilities which comply with all statutory, local or other requirements and (iii) connection points. The Buyer will indemnify the Company against all third party claims, costs or expenses incurred by the Company, arising from any failure by the Buyer to make such provisions.

4. The Buyer undertakes that there will be sufficient ullage in the Buyer's tank, or for marine deliveries in the vessel's bunker tanks, for the safe reception of the quantity of fuel ordered and to provide safe facilities and any assistance necessary to receive each delivery and to accept responsibility for any loss, leakage or contamination of the equipment. The Buyer shall indemnify the Company against any damages, claims or expenses that arise from any wrongful or negligent act or omission of the Buyer, the Buyer's employees or agents.

5. For marine deliveries all port dues, berthing charges, jetty dues and other charges incurred shall be for the Buyer's account.

6. The Company's measurement of quantities supplied shall be determined from the gauges of the Company's shore tanks, or the barges effecting delivery or by the Company's oil meter, in the Company's option and accepted as final by the Buyer who may be represented at the time such measurements are taken.

In practice, for barge deliveries, the definitive & overriding measure is made by tank dips and it is the responsibility of the receiving vessel's chief engineer and/or the buyer's representative to witness/verify these measurements.

7. Any complaints concerning delivered quantity should be submitted to the Company immediately upon completion of delivery and at the latest within one month of delivery, after which time no claim will be considered.

8. Product specifications as given to the buyer are approximate analyses, unless otherwise stated by the Company. Where standard specifications are given, quality tolerances are accepted within the reproducibility and repeatability of the applicable test methods, without compensation.

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9. Any complaints regarding the quality of product supplied by the Company must be submitted in writing or by electronic communication within 14 days. Determination of product quality will be by reference to the analysis of retained samples taken by the Company as representative of the product supplied. The responsibility for witnessing the taking of these samples rests with the buyer and/or his representatives.

10. The sole responsibility for the dipping, checking or testing of Buyer's tanks shall rest with the Buyer. In addition it shall entirely be the responsibility of the Buyer to ensure that the Company's employee or agent couples up to the correct inlet on the Buyer's tanks and the Company shall not, in any event, be liable for any acts or omissions in connection therewith.

11. The property and risk in products delivered in bulk shall pass to the Buyer at the moment the product passes the permanent connection on the Buyer's receiving tank or for marine deliveries on the vessel's bunker manifold.

The measurements of the Company or its agents shall be conclusive as to the quantities delivered.

12. All fuels not consumed by the Buyer in the ordinary course of his business shall remain the Company's sole property until the Company has received payment in full. Provided that the risk of loss or damage to the fuels shall, subject to condition 7, pass to the Buyer on passing the permanent connection of the tank and associated pipework of the Buyer, his agent or his carrier into which the Buyer has requested the fuel to be delivered.

13. Payment terms will be shown on individual order confirmations or detailed in supply contracts as appropriate. Timely payment is a condition precedent to further deliveries under any order whatsoever, and (without prejudice thereto) the Company reserves the right to charge interest at 3% per annum above the base rate for the time being of Barclays Bank Plc on all or any accounts overdue from the Buyer, such interest accruing on a daily basis and payable without deduction of tax.

14. (a) The Company's liability in terms of these conditions is in lieu of and to the exclusion of all other warranties, conditions or obligations imposed or implied by statute or otherwise in relation to the quality or description of the goods or their fitness for any particular purpose and all liability for any loss or damage whether direct, indirect or consequential (however arising) is hereby expressly excluded save only that in cases where the Company is liable to replace or give credit for the fuels as provided in condition 13, the Company will accept liability for proven consequential loss arising from non-compliance with specification up to a maximum sum equal to the value of the delivery concerned.

14. (b) The Buyer shall indemnify the Company against all claims for personal injury, loss or damage to property brought against the Company by third parties arising from the delivery, storage or use of the fuels unless such injury, loss or damage is solely attributable to the negligence of the Company, the Company's employees or agents.

14. (c) Without prejudice to the foregoing, the Buyer is warned that the fuels are unsuitable for any use other than as liquid fuel and no liability of any kind whatever is accepted by the Company for any consequences of using the fuels for any other purpose.

15. The Company shall be at liberty to cancel further deliveries under-accepted or partially completed orders if the Buyer is in breach of these conditions or any one of them but without prejudice to all rights which the Company may have against the Buyer under these conditions.

16. The Buyer shall only use any Excise Duty Rebated products supplied, in strict accordance with current relevant EU & UK HMRC Regulations.

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17. The Company shall not be liable for any failure or delay in performance of the contract if and so long as such performance is prevented or hindered by circumstances of any kind whatever outside the Company's direct control.

If any such circumstances prevent or hinder the Company in supplying the full quantity of fuels hereunder to the Buyer and also at the same time in maintaining in full its other business the Company may withhold, suspend or reduce deliveries

hereunder to such an extent as the Company in its absolute discretion considers appropriate, but the Buyer shall be free to purchase any resultant deficiency of deliveries from other suppliers during the continuation of such deficiency but no

further or otherwise.

18. The Company will at its option replace or give credit for any fuels which do not comply with specification, provided that the Buyer gives immediate notice thereof to the Company, confirmed in writing not later than seven days after delivery, and

that the Company is afforded prompt and adequate opportunity to inspect delivered product.

19. The Buyer may not assign his or its rights hereunder in whole or in part without the Company's prior written consent which shall not be unreasonably withheld.

20. These Terms and Conditions shall be governed and construed in accordance with English Law and all disputes arising shall be submitted to the jurisdiction of the English Courts.