



South Quay, The Harbour

Wick, Caithness

KW1 5HA

Tel No: +44 (0)1955 604444 Fax No: +44 (0) 1955 602316

e-mail:enquiries@simpsonoils.co.uk

These conditions shall apply in so far as the same are consistent with the terms on the front of the invoice.

CONDITIONS OF SALE

1. Deliveries in Bulk. The Licensee/Buyer is responsible for providing safe and suitable bulk storage which complies in all respects with all relevant requirements of and/or regulations made by H.M. Government or other competent authority. Simpson Oils Ltd ("the company") does not accept responsibility for the dipping, checking or testing of the buyers' tanks. This, together with the obligation to see that the truck operator couples up with the correct feed on the buyers' tanks, rests entirely upon the buyers. The buyers shall also be responsible for ensuring that the storage into which the delivery is to be made will accommodate the full quantity ordered. On site deliveries are made on the understanding that safe access is available or to the point of hard road nearest to the actual site.
2. The company's measurements of quantity shall be accepted by the buyers, and in the case of pre-heated oils shall be corrected to litres at 15°C, the company's reading of which shall be conclusive and binding upon both parties. If on any delivery the buyer or any representative of the buyer, whether or not for the purpose of verifying the seller's measurement of quantity for that delivery, mounts any tank wagon used on that delivery the buyer or his representative (as the case may be) shall do so at their own risk and the seller accepts no responsibility whatsoever therefor.
3. Prolonged contact with hydrocarbon products may cause irritation or more serious skin disorders. Buyers must ensure that proper precautions are taken by those likely to come into contact with such oils, and should take medical advice thereon.
4. It is a condition of sale of any Motor Fuel or other petroleum product by the company that the buyers will strictly observe all the conditions of their petroleum storage licence (if any) and all statutory and other legal requirements imposed upon the buyers in respect of the receipt, storage or use of the said product and that they will not permit smoking or naked lights nor electric or gas fires or radiators near to a tank or inlet pipe into which a delivery of Motor Fuel or other petroleum product is being made or a vent pipe connected to such tank

and will indemnify the company against any damages, claims or costs arising out of the breach of this clause.

5. Orders are accepted only on the condition that the sale price ruling on the date of order governs the order. Such price shall reflect any tax duty or other imposition in respect of any of the products to which this invoice relates imposed by H.M. Government or other public authority on or prior to the date of delivery.

6. All claims for damage, defect, variance of quality or description, or shortage in quantity must be made at time of delivery and confirmed in writing to the company not more than 3 days after the date of delivery.

7. The risk in any product delivered under these conditions shall pass to the buyer, in the case of any delivery in bulk by road vehicle, when on discharge it passes the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) provided by the buyer for receiving that delivery. In the case of barrel or other package deliveries the risk in any product contained in any such package shall pass to the buyer at the time of off-loading when the package is removed from the vehicle provided by the seller for the delivery of such package.

8. Payment is due in full on delivery unless other credit arrangements have been previously made. We reserve the right to charge 2% interest per month or part month on any overdue account, plus any additional costs incurred by us instructing 3rd party debt recovery.

9. The company shall not be responsible for any failure to make deliveries if fulfilment has been delayed, hindered or prevented by any circumstance whatsoever which is not within the company's immediate control (including without limiting the generality of the foregoing, labour difficulties of any sort, compliance with any order or request of any national, provincial, port or other public authority or if any persons purporting to act for such authority and failure of the company's existing or contemplated sources of supply) and if by any such circumstances the company is at any time delayed or hindered in delivering or prevented from delivering the full quantity of the products which the company is under contract with any other person or persons to deliver at that time the company shall be at liberty to withhold, reduce or suspend deliveries to the buyers to such extent as the company in its absolute discretion may think fit. The company shall not in such circumstances be liable to acquire by purchase or otherwise additional quantities from other suppliers or to compensate the buyers in the event of the buyers purchasing alternative products from other suppliers at a higher price.

10. Acceptance of the products to which this invoice relates will be treated as an acceptance of these conditions. The company shall be at liberty to stop further deliveries under accepted or partially completed orders if the buyers fail to adhere to these conditions.

11. No agent or employee of the company is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by the company.

12. The property in any goods supplied by the Company shall not pass to the customer until the Company shall have received payment in full of the price and of any interest and additional cost due under (8) above. The Company may enter the premises at all reasonable hours and uplift and remove any remaining stock at the premises if the Buyer is in breach of the terms of payment under this agreement.

HAZARDS

DIESEL, GAS OIL AND KEROSENE and their vapours are FLAMMABLE, however in ordinary use they constitute no abnormal fire hazards. PETROL VAPOURS ignite easily and are EXPLOSIVE. Prolonged or repeated exposure to the skin should be avoided with all products. Avoid splashing.

FIRST AID MEASURES

Eyes: Wash eyes thoroughly with copious quantities of water, ensuring eyelids are held open. Obtain medical advice if any pain or redness develops or persists.

Skin: Wash skin thoroughly with soap and water as soon as reasonably practicable. Remove heavily contaminated clothing and wash underlying skin.

Ingestion: If contamination of the mouth occurs, wash out thoroughly with water. If large amounts are ingested do not induce vomiting; obtain medical advice.

Inhalation: If fumes are inhaled the patient should be removed to fresh air and if recovery is not immediate, medical assistance must be called without delay. If breathing has failed respiration must be assisted, preferably by mouth to mouth method.

IN THE EVENT OF A SPILLAGE:

- Do not smoke in the vicinity
- Do not disperse with water
- Prevent product entering drains
- Soak up with absorbent material
- In the case of Petrol spillage contact Fire Brigade

IN THE EVENT OF FIRE:

- Call Emergency Services immediately
- Evacuate the area if fire is large



- DO NOT USE WATER ON OIL FIRES
- Use only foam, dry powder or CO²