

Amber Petroleum Limited Standard Conditions of Sale 2022

These conditions ('Conditions') shall be incorporated in and shall govern all contracts between Amber Petroleum Limited, a company incorporated in Ireland having its registered office at Acres, Fermoy, Co. Cork, Ireland (the 'Company') and the person, firm, corporation or other body of persons or party whomsoever who or which has accepted a quotation from the Company for the sale of Products (as hereinunder defined) or whose order for Products is accepted by the Company (the 'Buyer')

In these Conditions:

'Premises' means the property to which delivery of the Products is to be made;

'Products' shall mean such home heating oil and agri-fuel (marked diesel)

- (A) **Price** All products delivered to the Buyer will be invoiced at the price current on the day on which the order is placed by the Buyer (either online or on the telephone). An additional charge to cover Value Added Tax payable by the Seller in respect of monies received from the sale of Products liable to such tax, is shown separately on the Seller's invoice where applicable and forms part of the Company's price of the Products.
- (B) **Use** In the case of agri-fuel, the Buyer undertakes that these oils will not be used as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Finance Act 2012 the Mineral Oil Tax Regulations 2012 (S.I. No. 231 of 2012) and/or amending legislation.
- (C) **Payment:** Payment must be made prior to each delivery of products made under these Conditions unless otherwise previously agreed between the Company and the Buyer.
- (D) Service charge applies on all accounts if not paid by the end of the next month following the month of sales @ 2% per month.
- (E) **Delivery** The Buyer is responsible for ensuring that the storage into which the deliveries are to be made is suitable in all respects, complies with all relevant regulations, and will accommodate the full quantity of the delivery.
- (F) The Buyer will provide a safe and convenient access for the Seller and its agents to the property to the Premises
- (G) The Buyer is responsible for ensuring that a full and correct address for the Premises (including Postcode) is provided to the Company when the Products are ordered.
- (H) All deliveries into Buyer's premises and / or Buyer's vehicles are at the sole risk of the Buyer.
- (I) The Buyer is responsible for ensuring that there is sufficient capacity (ullage) in its tanks to receive the full amount of Product ordered. If there is not sufficient capacity for the volume of Product ordered a service charge of [Eur50] will be applied.
- (J) **Measurement** It is a condition of every sale that the quantity shown by the Company's Road Tanker Meter shall be accepted by the Buyer as the quantity delivered.
- (K) **Risk** Risk shall pass to the Buyer as the Product passes the haulier's tank's hose connection into the storage tank, container, receptacle, vessel or fill line provided by the Buyer for receiving that delivery.
- (L) **Title** All Products sold by the Company to the Buyer shall be and remain the property of the Company until the full purchase price thereof shall be paid to the Company, in the case of default in payment by the Buyer, the Company shall have the right to enter the premises where the Products are kept without notice and at any time re-take possession of and remove the said Products. The Buyer hereby grants the Company a licence for it and/or its agents to enter on the Premises to remove the Products in these circumstances.
- (M) **Acceptance of Conditions** Acceptance of Products will be treated as an acceptance of these conditions.
- (N) **Data Protection** We will process your personal data lawfully, fairly and transparently. For Data Protection reasons we can only deal with the account holder. Please note that telephone calls to our office will be monitored and recorded for training and quality purposes.
- (O) By placing an order you are offering to purchase a product on and subject to our terms and conditions. All orders are subject to confirmation of the order price.