

MULTISOL LTD TERMS & CONDITIONS
EXISTING AGREEMENT

The terms and conditions contained in any current agreement concluded between the Seller and the Buyer for the supply of the Product shall take precedence over the following conditions of sale, but otherwise the following conditions are exhaustive when read with the terms attached.

1. Prices are subject to change without notice. The Product will be charged at the price ruling on the date of delivery, irrespective of the date of order.
2. (a) The Seller may require the Buyer to pay cash on or before delivery; otherwise payment is to be made not later than the twentieth day of the month following the month of delivery.
(b) The Seller reserves the right (without prejudice to the Buyer's obligation to pay on the due date or any other rights of the Seller in addition thereto) to charge interest on any overdue balance at 2% above the prevailing Base Rate of National Westminster Bank plc.
3. The Buyer undertakes to accept responsibility for providing safe and sufficient facilities for the reception of the Product into storage and will indemnify the Seller against any damages claims or costs arising out of a breach of this condition.
4. The Buyer undertakes in respect of the Product to meet any duty or obligation imposed upon it under the Health and Safety at Work Act 1974 and any regulations made thereunder.
5. The Buyer undertakes that it holds a current petroleum licence for the receipt and storage of any low flash hydrocarbon product delivered hereunder.
6. The Buyer shall provide suitable, safe, adequate facilities for the reception of products into storage. The Buyer agrees to indemnify the Seller against any liability, claim, damages, costs or expenses arising out of or caused by or incidental to any breach of this condition by the Buyer.
7. The Buyer warrants that it has complied with the requirements of all competent authorities relating to the storage of the Product and undertakes to observe the Buyers obligations under any Act of Parliament or other Regulations of Government for the time being in force.
8. Where deliveries are made in the Sellers returnable containers (Drums / IBCs), they will be charged separately at the Sellers price for such containers ruling at the date of despatch. The Buyer undertakes to return such containers, which, when received at the Sellers works in good condition, will be credited at a price ruling at the time the containers are returned. Provided however that notwithstanding the return of any containers, no such deposits will be refundable in the event of the Seller going into liquidation, having a winding up order made against it or of any Receiver or Administrator being appointed in respect of the whole or any part of the business or undertaking of the Seller. All containers contain full measure when delivered by the Seller but owing to the volatile nature of the Product the Seller cannot hold itself responsible for any shortage after the containers leave the Sellers hands.
9. The Sellers measurements of quantity shall be accepted by the Buyer.
10. Any taxes or duties imposed on products supplied or on the petroleum products or crude petroleum from which they are derived, shall be paid by the Buyer or, alternatively, the Buyer shall reimburse the Seller for any such taxes or duties paid by the Seller within 28 days of receipt by the Buyer of notice from the Seller of payment by the Seller of the said taxes or duties.
11. The Seller does not hold out or warrant products as being fit for any particular purpose, whether made known to the Seller or not. The Buyer must not rely on the Sellers skill or judgement in relation to the storage of or fitness of products for any purpose. He should seek the appropriate professional or expert advice. Any opinion or oral representation made by the Sellers, Servants or Agents, in the course of their employment or agency, as to the means of storing of the products or the quality or the fitness of the products, for any purpose in the course of their employment or agency, shall not be binding on or attributable to the Seller.
12. Claims will not be considered unless the Seller and its carriers are notified in writing (but not upon the Delivery Advice) as follows.
Total loss or Non Delivery: within 14 days of date shown on invoice.
Damage, Part Loss or Short Delivery: within three working days of receipt of the Product.
The Sellers liability hereunder whatever claims and circumstances (including in particular consequential loss and liability for any supply of off-grade Product) is limited to the invoiced value of the delivery concerned.
13. (i) Delivery of the Product shall take place:
(a) Where the Seller undertakes delivery of the Product, when unloaded from the Sellers vehicle, ship or other transport at the station, port or address specified by the Buyer.
(b) Where the Buyer undertakes to collect the product, when loaded onto the Buyers vehicle or other transport at the address of the Seller.
(ii) The product shall be at the Buyers risk from the time of delivery or, if earlier, when placed at the Buyers disposal.
(iii) (a) Notwithstanding delivery, and solely for the purposes of securing payment of all outstanding invoices due to the Seller by the Buyer in the event of the Buyer becoming insolvent, going into liquidation, having a winding-up order made against it, or having an Administrator or an Administrative Receiver appointed over its assets, income or any part thereof, the Product sold hereunder (so long as it remains identifiable as such goods) remains the absolute property of the Seller until payment of all amounts invoiced by the Seller to the Buyer and outstanding from time to time or until the Product is processed or resold by the Buyer, whichever is earlier.
(b) The Buyer agrees to store the Product, until it has been paid for, in such a way that it is readily identifiable as the property of the Seller.
(c) In any of the circumstances specified at (a) above, the Seller shall be entitled immediately after giving notice of its intention to do so to enter upon the premises of the Buyer with such transport as may be necessary and repossess any Product or goods to which it has title hereunder.
(d) Nothing in this clause shall confer any right on the Buyer to return the Product sold hereunder or to refuse or delay payment thereof, unless otherwise agreed.
14. (a) Neither party shall be liable for any failure to fulfil this Agreement to the extent that fulfilment is delayed, hindered or prevented by any circumstance whatever, which is not within its immediate control, including, but without limiting, the generality of the foregoing, shortages (actual or anticipated), strikes lock-outs, labour disputes of any kind, partial or general stoppages of labour, refusals to perform any kind of work (whether any of the foregoing relates to the party's own suppliers or workmen or others), war, hostilities, or any local or national emergency or the threat or apprehension of any of the foregoing events, compliance with any order or request of any community, national, provincial, port or other public authority or of any person purporting to act for such authority, breakdown of or accident to plant, machinery or facilities.
(b) If by any such circumstances as set out in (a) above, the Seller is delayed, hindered or prevented from delivering the full quantity of the goods, the Seller shall in no case be bound to buy in goods but the Buyer shall be free to purchase from other suppliers any quantities which the Seller fails to deliver hereunder.