

CONDITIONS OF SALE

1. Where the Seller delivers in bulk it is the Buyer's responsibility:
 - a) to provide a safe and suitable bulk storage installation which complies in all respects with all applicable laws and regulations.
 - b) to ensure that the storage tank into which delivery is to be made will accommodate the full quantity ordered without incidental risk to the Buyer's or Seller's property, servants or agents.
 - c) to provide prompt and safe passage for Seller's vehicles, without incidental risk to the Buyer's or Seller's property, servants or agents (direct negligence by the Seller's servants or failure of or defect in their equipment solely excepted).
 - d) not to call upon the Seller to deliver if Seller is known to consider the conditions at the Buyer's premises unsafe for Seller's vehicles.
2. The Buyer hereby agrees with the Seller strictly to observe all the conditions of their Petroleum Storage Licence and that they will not allow any smoking or naked lights nor permit any stoves, electric or gas fires or radiators to function in proximity to a tank or inlet-pipe into which a delivery of spirit is being made or a vent-pipe connected to such a tank.
3. The Seller reserves the right to make a charge if a scheduled delivery cannot be effected or if a vehicle is unduly delayed at the delivery point provided such abortive delivery or delay is not the fault of the Seller or the Seller's employees.
4. The Seller reserves the right to make a charge to the Buyer if due to premature ordering and/or over-ordering the total order cannot be delivered at one time.
5. The Seller's measurements of quantity will be accepted by the Buyer.
6. Duty rebated products supplied must only be used by the Buyer in strict accordance with all applicable customs and excise laws and requirements in force in Jersey at the time of delivery.
7. Where the Buyer is a commercial customer the products are sold exclusively for their own use or trade purposes only and must not be resold transferred or disposed of to any other person, firm, company or corporation within the United Kingdom or Jersey and must be used only by the Buyer in the course of Buyer's business.
8. Where products are supplied in packages, the packages contain full measures when delivered by the Seller but owing to the volatile nature of petroleum the Seller cannot be held responsible for any shortage after the packages have left the Seller's premises.
9. The products supplied will be charged at the prices ruling on the date of order. Prices include where applicable taxes and duties, other than goods and services tax which will be shown separately. The Buyer will account to the Seller for increases attributable to changes in the rates of such taxes or duties or to the introduction of new taxes or duties which attach to the product at the time of delivery.
10. The Seller's terms of settlement are 30 days after the end of Month of delivery if a credit account is held. A priced invoice will be mailed as soon as practicable after delivery. If credit terms are agreed the Seller reserves the right to make a credit charge on any monies not received by the Seller by the due date.
11. The Buyer will indemnify the Seller against any damages, claims, expenses or costs which may arise as a result of the non-observance of these conditions by the Buyer.
12. The Seller shall not be liable for any indirect, consequential, special or economic loss, loss of profit, loss of revenue or loss of contract howsoever arising. The Seller's total liability to the Buyer under or in connection with these conditions shall not exceed the invoice value of the relevant delivery giving rise to the claim.
13. When the Buyer has signed a supply contract with the Seller, the terms of such contract shall prevail if inconsistent with these conditions.
14. The Seller will use its reasonable endeavours to deliver in accordance with any time properly quoted by its employee(s) but this does not make time the essence of delivery. In particular the Seller shall not be liable for any failure to fulfil any terms of this Agreement if fulfilment is delayed or prevented for any reason outside the control of the Seller which shall be deemed to include but not limited to: strikes, lockouts, Acts of God, war, hostilities, national emergency, breakdown of machinery, plant and transport.

15. Risk of loss or damage to the products sold to the Buyer shall pass to the Buyer at the time of delivery but title in such products will not pass to the Buyer, and title therein shall remain vested in the Seller, until payments in full of the invoice price thereof and sums due and owing from the Buyer's to the Seller on any account whatsoever. Until such time, the Seller shall be entitled to redelivery of the products and, for the purpose of inspecting or recovering the same, to enter upon any premises where any such products are stored or thought to be stored. If the Buyer shall at any time mix such products with similar products the property in the whole of such mixture, excepting such part of the mixture which may have been sold or used by the Buyer, shall be deemed to be and remain with the Seller until payment as aforesaid and if the products are redelivered to the Seller in satisfaction of such payment due and owing then any surplus after satisfaction shall be redelivered to the Buyer.
16. The Buyer shall maintain storage tanks and associated equipment of every kind in such a manner that such tanks and equipment do not become the cause of environmental pollution of any kind by reason of such tanks or equipment leaking or spilling in any way. In the event that such environmental pollution is caused by leakage or spillage from the Buyer's tanks or equipment the Buyer shall be responsible for cleanup to the standard required by the relevant statutory authority. The Buyer hereby indemnifies the Seller against any costs, fines, or expenses of any kind incurred by or upon the Seller as a result of the failure of the Buyer's tanks or equipment. The Seller will ensure that the delivery truck and associated equipment is properly maintained. Where spillage occurs during delivery, the responsibility for cleanup will be dealt with as set out in the Seller's environment policy. This policy is available in full at www.pdj ltd.com
17. These conditions shall be governed by and construed in accordance with the law of Jersey and the parties submit to the exclusive jurisdiction of the Royal Court of Jersey.

Loss of Primary Containment of Hydrocarbon Fuel During Customer Deliveries

Motor Fuel Group (MFG) and its group companies, which include Petroleum Distributors (Jersey) Limited (PDJ), is cognisant of the legal obligations regarding the environment¹ during the transfer of hydrocarbon fuel from MFG Road Tanker Wagons (RTWs) to storage facilities at Customer sites or locations. This document establishes MFG's Policy regarding responding to a Loss of Primary Containment (LOPC) during the delivery of hydrocarbon fuels at Customer sites.

(a) LOPC: Customer's Storage Tank or Pipework

Financial Implications

A LOPC from a Customer's hydrocarbon fuel storage system is a loss resulting from a failure of the fuel storage tank, associated fuel transfer pipework, and/or any ancillary equipment provided to allow the safe and efficient transfer of fuel from a MFG Road Tanker Wagon into a Customer's storage tank. All costs associated with the LOPC, including costs incurred during response and remediation activities, and/or the cost of lost hydrocarbon fuel, will be for the Customer's account.

MFG Response Activities

In the event that there is a LOPC from a Customer's hydrocarbon fuel storage system during the receipt of fuel, the following actions will be initiated:

- **The Driver** (without risk to personal safety) will:
 - Immediately:
 - Shutdown the fuel delivery system
 - Stop transfer pump; and
 - Close tanker outlet valve
 - Close the inlet valve to the storage tank, where accessible and appropriate
 - Take steps to minimise the risk of released fuel entering surface water drains, watercourses, or groundwater, including deploying spill containment equipment carried on the RTW, where safe to do so
 - Take action to safeguard people and the environment from harm:
 - Prevent unauthorised access to area
 - Determine if the loss of containment can be controlled and how; and
 - Implement measures to control the flow of fuel where safe to do so
 - Contact the Customer and advise them of the:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment; and
 - Approximate volume of fuel released to ground
 - Contact the Emergency Services (if determined to be necessary)
 - Contact MFG Distribution Manager and advise them of the:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment; and
 - Approximate volume of fuel released to ground
 - Continue to support the Customer's response under the direction and leadership of the MFG Distribution Manager and Emergency Services, if in attendance
- **The MFG Distribution Manager** will:
 - Provide guidance and instruction to the Driver

¹ Applicable legislation includes: Water Pollution (Jersey) Law 2000, Waste Management (Jersey) Law 2005, Health and Safety at Work (Jersey) Law 1989 and any applicable dangerous substances conveyance regulations operative in Jersey

- Contact the Group Executive Director (Channel Islands) and advise them of:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment; and
 - Approximate volume of fuel released to ground
- Contact local Service Providers with the equipment and/or facilities needed to safely respond to the loss of containment
- Arrange to attend site to assist with the response and remediation activities; and
- Maintain effective communications with:
 - The Customer
 - Emergency Services, if in attendance; and
 - Local Service Providers
- **The Group Executive Director (Channel Islands) will**
 - Contact MFG's Health, Safety & Environmental Department and advise them:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment; and
 - Approximate volume of fuel released to ground
 - Contact Environmental Protection (Jersey) and advise them of the LOPC and the actions being taken in response to the loss of containment
- **MFG's Health, Safety & Environmental Department will:**
 - Obtain all relevant information
 - Provide technical support as appropriate to the nature of the incident
 - Determine the support actions MFG are able to provide the Customer, for example:
 - Recommendations for actions to:
 - Prevent escalation; and
 - Eliminate the cause of the loss of containment
 - Provide contact details of Service Providers able to support response and remediation activities, where available
 - Ensure relevant instructions, guidance and recommendations are:
 - Effectively communicated to the:
 - Group Executive Director (Channel Islands)
 - Emergency Services, if in attendance
 - Customer; and
 - Local Specialist Service Providers, if in attendance
 - Agreed as appropriate by affected parties
 - Maintain effective communication with the:
 - Group Executive Director (Channel Islands)
 - Customer
 - Emergency Services. if in attendance
 - Local Service Providers, if in attendance; and
 - MFG's Executive Management Team (UK Head Office)
 - Respond to:
 - Enquiries and requests for information from the Emergency Services and Customer
 - Requests for guidance or information from the Group Executive Director (Channel Islands) regarding:
 - Ongoing response and remediation actions; and/or

- The reporting of a LOPC to Environmental Protection (Jersey).
- Remain available to answer technical questions and/or provide guidance and further recommendations as appropriate to the nature of the loss of containment

(b) LOPC: Road Tanker Wagon Delivery System, Including Tanker Barrel, Pipework and Hoses

Financial Implications

A LOPC from an MFG Road Tanker Wagon's hydrocarbon fuel delivery system is a loss resulting from an uncontrolled release of fuel from a defective Road Tanker Wagon compartment (i.e., fuel storage tank), the vehicle's fuel delivery pipework, including fuel delivery pump, the flexible transfer hose and fuel delivery gun (if used), and any ancillary equipment provided by MFG to allow the safe and efficient transfer of fuel into a Customer's storage tank. All costs associated with the LOPC, including costs incurred during response and remediation activities, any damage caused to a Customer's storage equipment, and the cost of lost hydrocarbon fuel, will be for MFG's account.

MFG Response Activities

In the event that there is a LOPC from an MFG Road Tanker Wagon and/or from the vehicle's fuel delivery system during the delivery of hydrocarbon fuel, the following actions will be initiated:

- **The Driver** (without risk to personal safety) will:
 - Immediately:
 - Shutdown the fuel delivery system
 - Stop transfer pump; and
 - Close tanker outlet valve
 - Close the inlet valve to the storage tank, where accessible and appropriate
 - Take steps to minimise the risk of released fuel entering surface water drains, watercourses, or groundwater, including deploying spill containment equipment carried on the RTW, where safe to do so
 - Take action to safeguard people and the environment from harm for example:
 - Prevent unauthorised access to area
 - Determine if the loss of containment can be controlled and how; and
 - Implement measures to control the flow of fuel where safe to do so
 - Contact the Customer and advise them of the:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment
 - Approximate volume of fuel released to ground; and
 - Contact the Emergency Services, if determined to be necessary
 - Contact MFG Distribution Manager and advise them of the:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment; and
 - Approximate volume of fuel released to ground
 - Continue to support the response activities under the direction and leadership of the MFG Distribution Manager and Emergency Services if in attendance
- **The MFG Distribution Manager** will:
 - Provide immediate guidance and instruction to the Driver
 - Contact the Group Executive Director (Channel Islands) and advise them of:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment; and

- Approximate volume of fuel released to ground
- Contact local Service Providers with the equipment and/or facilities needed to safely respond to the loss of containment
- Arrange to attend site to assist with the response and remediation activities; and
- Maintain effective communications with the:
 - Group Executive Director (Channel Islands)
 - Customer
 - Emergency Services, if in attendance; and
 - Local Service Providers, if in attendance
- **The Group Executive Director (Channel Islands) will**
 - Contact MFG's Health, Safety & Environmental Department and advise them:
 - Loss of containment
 - The reason for the loss of containment
 - Action taken in response to the loss of containment; and
 - Approximate volume of fuel released to ground
 - Contact Environmental Protection (Jersey) and advise them of the LOPC and the actions being taken in response to the loss of containment
- **MFG's Health, Safety & Environmental Department will:**
 - Obtain all relevant information
 - Provide technical support as appropriate to the nature of the incident
 - Determine the support actions required to safely respond and remediate the loss of containment, for example:
 - Make corrective action recommendation to:
 - Prevent escalation; and
 - Eliminate the cause of the loss of containment
 - Contact non-local Service Providers who can support response and remediation activities; and
 - Arrange for non-local Specialist Service Providers to attend the affected site, in a timely manner
 - Ensure instructions, guidance and recommendations are:
 - Effectively communicated to the:
 - Group Executive Director (Channel Islands)
 - Emergency Services, if in attendance
 - Customer; and
 - Specialist Service Providers (i.e., local, and non-local), if in attendance
 - Agreed as appropriate by affected parties
 - Maintain effective communication with the:
 - Group Executive Director (Channel Islands)
 - Customer
 - Emergency Services. if in attendance
 - Specialist Service Providers (i.e., local, and non-local), if in attendance; and
 - MFG's Executive Management Team (UK Head Office)
 - Respond to:
 - Enquiries and requests for information from the Emergency Services and Customer
 - Requests for guidance or information from the Group Executive Director (Channel Islands) regarding:
 - Ongoing response and remediation actions
 - The reporting of a LOPC to Environmental Protection (Jersey); and
 - Enquiries or requests from Environmental Protection (Jersey)

- Remain available to answer technical questions and/or provide guidance and further recommendations as appropriate to the nature of the loss of containment