

Inver Energy Ltd – Conditions of Sale (inland) 2006

These conditions shall be incorporated in and shall govern all contracts between Inver Energy Ltd, a company incorporated in Ireland having its registered office at River House, Blackpool Park, Blackpool, 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 (as hereinafter defined) is accepted by the Company ("the Buyer").

1. In these conditions, "Products" shall mean such brands and grades of fuel as are generally offered to the Company's customers.
2. The Company shall use reasonable endeavours to deliver Products at such time and to such premises as the parties agree in writing. Delivery shall occur when the Company's or its agent's vehicle carrying such Products arrives at such premise. Any dates quoted for delivery of the Products are approximate only and the Company shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence of the contract unless previously agreed by an authorised representative of the Company in writing.
3. The Company does not accept responsibility for the dipping, checking or testing of the Buyer's tanks. This together with the obligation to see that the truck or other operator couples up with the correct feed on the Buyer's tanks rests entirely upon the Buyers. The Buyers are 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.
4. The Company's measurements of quantity shall be accepted by the Buyers and the Company's reading shall be conclusive and binding on both parties.
5. Fuels contain or may contain materials detrimental to health. Prolonged contact with hydrocarbon products may cause irritation or more serious 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. The Company shall not be liable in respect of any damages, claims, expenses or costs arising from the Buyer's failure to take such precautions and/or to take or act on such medical advice and the Buyer shall indemnify and hold indemnified the Company on demand against all damages, claims and costs arising from such failure.
6. The products supplied under this agreement are intended for the Buyer's own use. Unless otherwise agreed in writing between the parties in the case of resale or exchange of products, additional terms will be required between the parties addressing, inter alia, health and safety, the maintenance of quality, the use of trademarks, and the segregation of resale proceeds.
7. It is a condition of sale of any Product by the Company that the Buyers will strictly observe all the conditions of any petroleum storage license and all statutory and other legal requirements imposed upon the Buyers in respect of the receipt, storage or use of the 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 Product is being made or a vent pipe connected to such a tank and will indemnify the Company against any damages, claims or costs arising out of the breach of this condition.
8. Orders are accepted only on condition that the sale price ruling on the date of delivery governs the order. All taxes, duties or other impositions in respect of any of the Products delivered imposed by the Government or other public authority on or prior to the date of delivery are for the Buyer's account. Value Added Tax shall be charged at the rate ruling on the Tax Point Date. In the case of Kerosene, Gas Oil and Fuel Oils, 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 Hydrocarbon Oil Duties Act 1979 and/or amending legislation.

9. 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.

10. a) The property in any product delivered to the Buyer shall pass on payment of all debts owed by the Buyer to the Seller on goods account or any other account.

b) In the period from the delivery of the products down to such payment the products shall be held by the Buyer as a bailee for the Seller, but without prejudice to the foregoing the Buyer may use the products or (if approved pursuant to clause 6 below) sell them in the normal course of business.

c) Notwithstanding the foregoing provisions of this clause, the Seller may enter the premises at all reasonable hours and uplift and remove the product held for it pursuant to such provisions and remaining in stock at the premises if the Buyer is in breach of the terms of payment under this agreement.

d) The price of the products shall be due and payable notwithstanding that the property in the goods has not passed to the Buyer, and the Seller may maintain an action therefore.

11. Notice of any claim for damage, defect, variance of quality or description, or shortage in quantity shall be given by the Buyers in writing to the Company at its Registered Office as shown on the invoice or delivery note within three days after the Products are delivered or, in the case of non-delivery of the whole consignment, within three days after receipt of invoice, and (where appropriate) such notice shall state when and where the Products may be inspected by the Company. The giving of such notice shall be a condition precedent to any such claim, and in default of such notice the Company shall not be liable in respect of such damage, defect, variance or shortage, and the Buyers shall be liable to pay for the full quantity of the Products to which the invoice relates unless, where the Products are delivered by carrier, liability is accepted by the carrier.

12.

(1) Subject to Condition 9, the Company undertakes to replace at its own expense any Products that differ materially in quality or description on delivery from the Products purporting to be sold by the invoice. All other warranties and conditions except those as to title and merchantable or satisfactory quality whether expressed or implied by statute or otherwise are excluded, and the Company shall not be further liable in the absence of negligence in respect of injury, loss or damage consequential upon the sale or delivery of the Products on the invoice.

(2) The Company shall not be liable for any indirect or consequential losses of whatsoever nature, irrespective of negligence, defect, misconduct or breach of duty (statutory or otherwise), arising from the performance or non-performance of any obligations under this Agreement.

13. Terms of payment in respect to each delivery of products made under these conditions shall be cash on delivery or such other terms as may have been previously agreed between the Seller and the Buyer. The Buyer shall periodically provide to Seller that financial information or security deemed necessary by Seller to support any credit extension. If during the life of this contract, the financial capacity of the Buyer becomes impaired or unsatisfactory to Seller in the sole judgment of Seller, advance cash payment or security satisfactory to Seller shall be given by the Buyer on demand by Seller and shipments/deliveries may be withheld until such payment or security is received.

14. The Company shall not be responsible for any delay in making deliveries or failure to make deliveries if fulfillment has been delayed, hindered or prevented by any circumstance whatsoever that is not within the Company's immediate control (including without limiting the generality of the

foregoing breakdown or failure of its contractors' or suppliers' equipment or labour difficulties of any sort, compliance with any order or request of any national, provincial, port or any other public authority of any persons purporting to act for such authority including but not limited to rationing allocation or priority orders or requests and failure of the Company's existing or contemplated sources of supply) and if by any such circumstance the Company is at any time delayed or hindered in delivering or prevented from delivering the full quantity of the Products ordered, 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.

15. If:

(i) payment for any Product supplied by Company to the Buyer is overdue and the Company has given notice to the Buyer requiring delivery of the Products;

(ii) a receiver or manager is appointed over all or any part of the property of the Buyer or if an encumbrance takes possession of all or any part of the property of the Buyer;

(iii) a petition is presented to wind-up the Buyer or if a resolution for voluntary winding-up of the Buyer (except for the purposes of amalgamation or reconstruction) is passed or proposed or if a notice is given of a meeting of creditors of the Buyer under Section 98 of the Insolvency Act 1986, or if the Buyer proposed any arrangement or composition with its creditors or if the Buyer, being an individual, commits an act of bankruptcy or has a bankruptcy petition presented against him or becomes apparently insolvent or makes any composition with or comes to any arrangements with or grants a trust deed for the benefit of his creditors or, where the Buyer is a partnership, if any of its partners commits an act of bankruptcy or has a bankruptcy petition presented against him or becomes apparently insolvent or grants a trust deed for the benefit of or makes any composition with or comes to any arrangement with his creditors or if a judicial factor is appointed in respect of such partnership;

(iv) the Buyer ceases or threatens to cease to carry-on all or any major part of its business;

(v) a distress or execution is levied upon any part of the property of the Buyer; or

(vi) the Buyer is in breach of any of these terms and conditions or any term of any other contract between the Company and the Buyer, then, without prejudice to any other right or remedy available to it, the Company shall be entitled to terminate the contract between the Company and the Buyer and any other contract between the Company and the Buyer forthwith by written notice or suspend any further deliveries under such contract and any other contract between the Company and the Buyer without any liability to the Buyer and if the Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16. Acceptance of the Products delivered will be treated as 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.

17. No agent or employee of the Company is permitted to alter or vary these Conditions in any way.

18. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected.

19. This contract shall be governed by the laws of Ireland the parties hereby agree to accept the exclusive jurisdiction of the Irish Courts in this respect.

Health and Safety Information: Refer to Inver Energy's website www.inverenergy.com for the Material Safety Data Sheets for Inver products