



Inver Energy Ltd

**STANDARD CONDITIONS  
OF SALE 2025**

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# Inver Energy Ltd – Standard Conditions of Sale 2025

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These conditions (Conditions) shall be incorporated in and shall govern all contracts between Inver Energy Ltd ('the 'Company') and the person, firm, corporation or other party who has accepted a quotation from the Company for the sale of Products (as hereinafter defined) or whose order for Products is accepted by the Company (the 'Buyer').

## **1 Products:**

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In these conditions, "Products" shall mean such brands and grades of fuel as are generally offered to the Company's customers.

## **2 Price:**

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All products delivered to the Buyer will be invoiced at either the current price on the day of delivery or at the price previously agreed in writing between the Company and the Buyer. All taxes, levies, and duty paid or payable in respect of any of the Products delivered under this Agreement shall be payable by the Buyer including, for the avoidance of doubt any increase in taxes, levies and duty between the date the price is notified to the Buyer and the date on which payment is made by the Buyer. In case of any change in any applicable laws and regulations which results in additional costs including, but not limited to, the addition of any tax, duty, fee or any other additional cost relating to the manufacturing, storage sale and/or distribution of the Products, the Company may modify the pricing formula to reflect such change. In the case of Kerosene and Gas 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 Finance Act 2012, the Mineral Oil Tax Regulations 2012 (S.I. No. 231 of 2012) and/or amending legislation.

## **3 Payment:**

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

## 4 Delivery and Offtake:

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The Buyer shall be entitled to lift Product from the Company by road tanker at the Collection Location using industry approved road tanker wagons which have previously been approved by the Company. All road tanker wagon drivers nominated to collect Product by the Buyer shall first have been trained in the use of the terminal's equipment, if necessary. The Buyer shall nominate in writing to the Company any contractor they intend to use to lift Product on behalf of the Buyer prior to the first lifting under this Agreement, with such nomination to include registered company name of the operator, contact details, individual holding required operator licence, and such other details including but not limited to fleet configuration, vehicles/drivers intending to be used as the Company may require. The Company's terminal manager at the Collection Location shall specify and the Buyer shall observe, the Company's reasonable local operating arrangements from time to time relating to such matters as hours of opening and safety practices applying at the Collection Location. The same quality of rack access to that enjoyed by the Company will be available to the Buyer. Delivery shall occur when the Company's or its agent's vehicle carrying the Products arrives at the Buyer's premises or when the Products are uplifted by or on behalf of the Buyer at the loading terminal at the storage facility (Collection Point). 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 any contract governed by these

Conditions unless previously agreed by an authorised representative of the Company in writing. The Company shall not be responsible for any delay in making deliveries or failure to make deliveries if fulfillment of the Company's obligations 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, sanctions, compliance with any order or request of any national, provincial, port or any other public 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 Buyer 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 Buyer in the event of the Buyer purchasing alternative products from other suppliers at a higher price.

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 haulier's tank's hose connection couples up with the correct feed on the Buyer's tanks rests entirely upon the Buyer. 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.

## **5 Risk and Title:**

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Risk shall pass to the Buyer as the Product passes through the meter of the loading arm of the permanent road loading gantry at the Collection Location or, in the case of any delivery in bulk by road vehicle, when it 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. Title in any Product delivered to the Buyer shall pass on payment in full for such products. In the period from the delivery of the Products to payment the Products shall be held by the Buyer as a bailee for the Company, but without prejudice to the foregoing the Buyer may use the Products or sell them in the normal course of business. The price of the Products shall be due and payable notwithstanding that the property in the Products has not passed to the Buyer, and the Company may maintain an action therefor. Notwithstanding the foregoing provisions of this clause, the Company may enter any premises at which its Products are located at all reasonable hours and uplift and remove the Products if the Buyer is in breach of the terms of payment under this Agreement.

## **6 Quantity:**

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Measurement of loadings will be made at the Collection Location by the Company. All measurements shall be made in standard litres. All calibrations, measurements, calculations and taking of samples shall be carried out in accordance with statutory requirements and with good industry practice as illustrated by the relevant Institute of Petroleum or American Petroleum Institute/American Society for Testing and Materials standards current at the time, or such other standards as may be agreed between the Parties from time to time. The Buyer shall have right of access to the Collection Location and records of the Company for the purpose of verifying compliance with the said industry practices and standards and may on reasonable notice to the Company take copies of such records as it reasonably requires. Any Product delivered to road tankers will be measured by meters calibrated to Irish Revenue Commissioners' standards as evidenced by the delivery note provided to the Buyer or their authorised contractor by the Company.

## **7 Specifications and Quality:**

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The Company's measurements of quantity shall be accepted by the Buyer and the Company's reading shall be conclusive and binding on both parties. Products supplied by the Company to the Buyer under this Agreement will comply with the most recent

specifications ('Specifications'). The Specifications may only be varied by agreement in writing between the Parties. If the Company wishes to vary the Specifications the Company shall give the Buyer no less than 30 days written notice setting out the details of any proposed change (such notice to include a copy of the amended Product Specification). The Buyer shall within the said notice period of 30 days notify the Company in writing stating whether or not it consents to such change provided that it shall not unreasonably withhold or delay its consent but shall not be obliged to give its consent until (if pricing has to be agreed or determined) the price for the new specification is agreed or determined. The Company shall:

(i) take samples of the Product in accordance with its quality assurance procedure at the frequencies and at the places required by such procedures;

(ii) fully and accurately document the results of such tests and make such results available to the Buyer on reasonable notice; and make samples available to the Buyer for testing wherever and whenever they are reasonably required;

If there is a disagreement as to the quality of any Product the procedures for resolving disputes as laid down by BS EN ISO 4259: 1996 BS 2000 Part 367 "Petroleum and its Products: Determination and Application of Precision Data in relation to Methods of Test" for the time being shall be applied. 4.8 If there is a discrepancy in the parties' records between the quality of Product sold and purchased then at the request of either party there shall be a joint investigation. If such investigation is inconclusive and the issue not resolved the parties shall accept the test results of an independent inspector (who shall act as an expert not an arbitrator) agreed upon by the parties or in default of such agreement within sixty (60) days of the request for a joint investigation such independent inspector as shall be nominated on the application of either party by the President for the time being of the Institute of Petroleum whose results shall, in the absence of fraud or manifest error, be final and binding and whose costs shall be shared equally between the parties. The results obtained shall be measured against the requirements laid down in BS EN ISO 4259: 1996 BS2000 PART 367 "Petroleum and its Products: Determination and Application of Precision Data in relation to Methods of Test".

## **8 Claims by Buyer:**

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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 are excluded, and the Company shall not be further liable in the absence of negligence in respect of injury, loss or damage connected with upon the sale or delivery of the Products. Notice of any claim for damage, defect, variance of quality or description, or shortage in quantity shall be given by the Buyer 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 Buyer 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.

## **9 Liability:**

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The Company shall not be liable for any indirect or consequential losses (including, but not limited to, loss of profit) 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.

## **10 Termination by the Company:**

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If any of the events listed in (i) to (vi) below occur to the Buyer or any member of the Buyer's group, 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.

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

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

(iii) a petition is presented to appoint an examiner to the Buyer or 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 given of a meeting of creditors of the Buyer under the Companies Act 2014 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 Conditions or any term of any contract between the Company and the Buyer.

## 11 Health and Safety:

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The Buyer shall procure (when lifting or collecting Product) that its employees, agents, contractors and carriers comply at all times with the instructions of any competent personnel of the Company or the terminal operator at the Collection Location. The Buyer shall notify the Company forthwith (or in any event within one hour of such occurrence) of any spillage or dangerous occurrence that would require the Company to submit a report to the Health and Safety Executive. The Company shall supply the Buyer (when supplying Product) with details of working procedures including instructions for action to be taken in an emergency at its Collection Location. The Company shall notify the Buyer (when supplying Product) immediately on becoming aware of any unsafe acts or near misses, unsafe procedures or equipment or any significant near misses at its Collection Location which could affect the Buyer's employees, agents, contractors or carriers;

The Company shall notify the Buyer immediately on becoming aware of any accidents or incidents involving the Buyer's employees, agents, contractors or nominated carriers at the Collection Location, investigate the circumstances of any such accidents or incidents, furnish a written report in reasonable detail of the findings of the investigation, allow the Buyer to investigate the circumstances of the accident or incident (provided that this does not interfere with the operation of the Collection Location) and provide reasonable assistance in such investigation;

The Company shall provide reasonable assistance and procure that its employees, agents, or contractors shall provide reasonable assistance to the Buyer's investigation of an accident or incident at the Collection Location.

The Company shall have the right to refuse access to any person to the Collection Location or to require any person to leave the Collection Location if, in either case, in its opinion that person fails or may fail to comply with the obligations under these Conditions. The Company may refuse access to, or require the removal of any equipment from, the Collection Location if it considers that such equipment is or may be unsafe or shall not or does not comply with these Conditions.

## 12 Indemnity:

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It is a condition of sale of any Product by the Company that the Buyer will strictly observe all the conditions of any petroleum storage license, only use the Products for the purpose stated to the Company, and all statutory and other legal requirements imposed upon the Buyer including, for the avoidance of doubt all obligations under Health and Safety laws in respect of the receipt, storage or use of the Product and that the Buyer will indemnify the Company against any damages, claims or costs arising out of the breach of this condition.

## 13 Severability:

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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.

## 14 Anti-Bribery, Anti-Money Laundering and Modern Slavery:

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The Company and the Buyer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Criminal Justice (Corruption Offences Act) 2018 (the 'Anti-Bribery Requirements') and the Buyer shall have and shall maintain in place throughout the term of any contract with the Company its own policies and procedures, including adequate procedures to ensure compliance with the Anti-Bribery Requirements, and will enforce them where appropriate.

The Company and the Buyer shall comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Criminal Law (Human Trafficking) Act 2008 and the Criminal Law (Human Trafficking) (Amendment) Act 2013 (the 'Modern Slavery Requirements') The Buyer shall require that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Requirements; and have and shall maintain in place throughout the term of any contract with the Company its own policies and procedures, including adequate procedures to ensure compliance with the Modern Slavery Requirements and will enforce them where appropriate.

The Company and the Buyer shall comply with all applicable laws, statutes, regulations and codes relating to anti-money laundering and proceeds of crime including, but not limited to, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by Part 2 of the Criminal Justice Act 2013 and the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2018 (the

'Anti-Money Laundering Requirements'). The Buyer shall have and shall maintain in place throughout the term of any contract with the Company its own policies and procedures, including adequate procedures under to ensure compliance with the Anti-Money Laundering Requirements, and will enforce them where appropriate.

The Company and the Buyer shall promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement and as soon as reasonably practicable of becoming aware of the same, report to the other any breach of the Anti-Bribery Requirements, Anti-Money Laundering Requirements and/or Modern Slavery Requirements.

## **15 Variation of Conditions:**

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These Conditions may only be amended in writing by an authorised signatory of the Company.

## **16 Governing Law:**

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These Conditions shall be governed by the laws of Ireland and the Buyer hereby agrees to accept the exclusive jurisdiction of the Irish Courts in this respect.

## **17 Acceptance of Conditions:**

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Acceptance of the Products delivered will be treated as acceptance of these Conditions.