GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GROUND FUEL (RETAIL)

CONTENTS:

1 APPLICABLE TERMS

1.1 Save as expressly stated otherwise, this Agreement comprises only of the following parts: (i) the Specific Terms including all agreed Supply Schedules and (ii) these Retail GTC; to the exclusion of all other documents and preceding discussions relating to the subject matter of this Agreement.

1.2 If there is a direct contradiction between the meaning and/or interpretation of terms in different parts of this Agreement or if any provision in the Specific Terms or Supply Schedule is incomplete, unworkable or otherwise ambiguous, then the terms of this Agreement shall be read, interpreted and applied in the following descending order of precedence: (1) Retail GTCs (2) the applicable Supply Schedule, and (3) other parts of the Specific Terms.

1.3 If the Seller updates these Retail GTCs at any time, the updated version shall be deemed incorporated by reference into this Agreement at the earlier of (i) when any new Supply Schedules are signed or otherwise agreed, or (ii) when the Buyer places any new order for Delivery of Products under this Agreement. The Buyer agrees and acknowledges that publication of the updated Retail GTCs on the website referred to in the Specific Terms and/or on the Customer Portal will be a sufficient method of making them available to the Buyer, and no further notices shall be required.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

2.1.1 unless the context requires otherwise any capitalised terms shall have the meaning as defined in the Specific Terms or in Schedule 1 (“Definitions”) of these Retail GTCs;

2.1.2 the singular shall include the plural and vice versa;

2.1.3 any reference to a statute, statutory provision or subordinate legislation (“**legislation**”) shall (except where the context requires otherwise) be construed as referring to:

(a) such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and

(b) any former legislation which it re-enacts, consolidates or enacts in rewritten form;

2.1.4 any reference to “in writing” or “written” shall include written or produced by any legible and non-transitory substitute for writing (including in electronic form) or partly in one manner and partly in another;

2.1.5 any reference to “persons” includes a natural person, partnership, company, body corporate, association, organisation, government, state, foundation and trust (in each case whether or not having separate legal personality);

2.1.6 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

2.1.7 any reference to the introduction, a clause or schedule is to the introduction, a clause or schedule (as the case may be) of these Retail GTCs.

2.2 The headings in this Agreement are included for convenience only and do not affect the interpretation of this Agreement.

2.3 Save as otherwise expressly provided, all amounts referred to in this Agreement (including any damages for breach of this Agreement) will be regarded as stated exclusive of VAT and any other taxes.

3 TERM OF THE AGREEMENT

3.1 Subject to clauses 3.2 and 3.3, this Agreement shall come into force from the Agreement Date and shall continue in force until terminated in accordance with the terms of this Agreement (the “**Term**”).

3.2 If the Seller commences Deliveries of the Product and the Buyer accepts Deliveries of the Product prior to the Agreement Date and at the time there is no other relevant binding written contract in place between the Parties, then the Parties agree that the terms of this Agreement shall be deemed binding upon them in respect of, and shall apply to, all such prior Deliveries of the Product.

3.3 If the Seller continues to make Deliveries of the Product and the Buyer accepts Deliveries of the Product following the Expiry Date, and at the time there is no other relevant binding written contract in place between the Parties, then the Parties agree that the terms of this this Agreement, as updated by the Parties from time to time (including without limitation pursuant to clause 11), shall be deemed to continue to be binding upon them in respect of, and shall apply to, all such subsequent Deliveries of the Product unless or until the Parties execute a replacement agreement and/or unless the Parties expressly agree otherwise.

4 SUPPLY OBLIGATIONS

4.1 The Seller agrees to sell and Deliver the Products to the Buyer in accordance with this Agreement, and the Buyer agrees to purchase, receive and pay for the Products exclusively in accordance with this Agreement.

4.2 The specific details for the supply and purchase of the Product (including the details of the Buyer's relevant Premises, specific Product type(s)/grade(s), Supply Period(s), Contract Volume(s), Monthly Tolerances, and Price components) shall be as set out in the Specific Terms, including each relevant Supply Schedule(s).

4.3 The Buyer shall be obliged to purchase each Contract Volume in full during the corresponding Supply Period. The Buyer shall use its best endeavours to order and lift each Contract Volume rateably across all Months of the corresponding Supply Period.

4.4 During the Term, the Buyer shall not without the prior written consent of the Seller:

4.4.1 purchase any of the Products, or any other ground fuels, motor fuels and/or other petroleum based products, for Delivery to or resale from any of the Premises from any third party; or

4.4.2 store or supply (whether by sale or otherwise) from, or permit the storage at or supply (whether by sale or otherwise) from, the Premises any of the Products, or any other petroleum based products, other than those supplied by the Seller.

4.5 If the Seller is unable for whatever reason to fulfil in whole or in part of the Buyer's orders made in accordance with the terms of this Agreement, the Buyer may obtain alternative supplies of the Product from a third party for such period as the Seller is unable to supply, subject to prior written authorisation from the Seller and provision by the Buyer to the Seller of supporting documents and full details of the proposed temporary alternative supplier and volumes to be supplied. Such temporary alternative supply shall be limited to the extent necessary to make good any such acknowledged temporary deficiency in the requirements notified to the Seller. This temporary interruption of supply shall not affect the continuance of or the terms of this Agreement and the Seller shall not be liable for any loss or damage whatsoever occurring or sustained by the Seller as a result of a temporary interruption of supply on the part of the Seller. The relevant Contract Volume under this Agreement shall be reduced by any volume of Products obtained by the Buyer from such temporary alternative supplier in accordance with this clause.

4.6 Notwithstanding any other terms of this Agreement, the Seller shall have no obligation to supply the Products to the Buyer if the Buyer is in breach, or has breached, any term of this Agreement.

5 ORDERS

5.1 Without prejudice to clause 4.3, the Buyer shall ensure that for each Month of the Term the total quantity of each Product it orders is within the agreed Monthly Tolerance of the Monthly Volume.

5.2 The Buyer shall place orders for specific Deliveries of the Product(s) via the Seller's Customer Portal, and shall comply with the Seller's reasonable order process requirements (as may be amended from time to time). The Seller in its absolute discretion can, but has no obligation to, accept orders received via email or telephone.

5.3 When placing the orders, the Buyer shall always:

5.3.1 place the order no later than 12.00 noon (UK time) one (1) Business Daye before the nominated date of Delivery;

5.3.2 ensure that all details reflected on the order match the terms of this Agreement and in particular the details specified in the relevant Supply Schedule;

5.3.3 ensure the volume of each ordered Load is always between 12,000 litres and 36,000 litres; and

5.3.4 use reasonable endeavours to ensure that the volume of each ordered Load is equal to, or larger than, the agreed

Standard Load Size volume.

5.4 The Seller has no responsibility for ensuring that the orders placed by the Buyer are sufficient for the Buyer's requirements.

5.5 Subject to the Buyer being up to date with all payments due under this Agreement at the relevant time, the Seller shall use its reasonable endeavours to supply and Deliver, or arrange supply and Delivery, of any Load ordered by the Buyer in compliance with this clause 5. Notwithstanding the foregoing, if the Seller has insufficient available Product to meet its obligations under its supply contracts with customers:

5.5.1 the Seller will as soon as reasonably practicable notify the Buyer of such shortage; and

5.5.2 the Buyer agrees and acknowledges that the Seller may reduce the amount available to its customers and the Seller will be entitled to make what it considers a commercially reasonable allocation of the Product amongst such customers.

5.6 If the Buyer places orders which do not comply with the requirements of this clause 5, for example (but without limitation) if the Buyer places total orders during given Month exceeding the Monthly Tolerance, or places orders inconsistent with the details in the Supply Schedule, the Seller may in its absolute discretion, but shall not be obliged to, accept and fulfil such orders on the terms and conditions of this Agreement.

5.7 If the Buyer orders:

5.7.1 a Load larger than the Standard Load Size, then the Seller shall apply a Large Order Discount in respect of that Load; or

5.7.2 a Load smaller than the Standard Load Size, then the Seller shall charge the Buyer a Small Order Surcharge in respect of that Load.

5.8 Any default or breach by the Seller in relation to any individual order shall not entitle the Buyer to treat the whole Agreement, any other order or its payment obligations in respect of any other order, as breached, terminated, cancelled or suspended.

6 LOW VOLUME CHARGE

6.1 If:

(a) the Buyer does not place sufficient orders in accordance with clause 5.1 for any Month;

(b) the Buyer does not take and pay for the full Annual Volume for any Contract Year; and/or

(c) at any time, the Seller reasonably believes that the volume of the Product ordered by the Buyer under this Agreement to date indicates that the Buyer will not take and pay for the full Annual Volume for the current Contract Year,

then the Seller will be entitled immediately to charge the Buyer the Low Volume Charge in respect of any Volume Shortfall at the relevant time, in accordance with clause 6.2.

6.2 In its sole discretion, the Seller will charge the Buyer the Low Volume Charge by, or by combination of:

6.2.1 invoicing such Low Volume Charge as a lump sum payable by the Buyer to the Seller within five (5) Business Days of the Seller's invoice; and/or

6.2.2 by giving written notice to the Buyer, increasing the Price per litre for all future orders of the Product under this Agreement at a rate equal to the Low Volume Charge (or the remaining part thereof) divided by the unperformed portion of the Contract Volume.

6.3 The Parties agree and acknowledge that the agreed basis of calculation of the Low Volume Charge reflect the Seller's reasonable calculation of its administration and overhead costs, including the remaining Equipment Costs, the impact upon its costs of purchase together with loss of profit to which the Seller would otherwise have been entitled if the Buyer complied with its obligations during the relevant period, and therefore reflect a reasonable discounted pre-estimate of the Seller's overall losses.

7 DELIVERY

7.1 Delivery of the Product shall be made on an Into Tank basis at the Premises.

7.2 The Seller shall use reasonable endeavours to supply and Deliver the Product on the date specified in each order accepted by the Seller, and during the relevant Delivery Window or such other hours as have been notified to the Buyer in advance, but any Delivery dates and times howsoever communicated are estimates only and the time of actual Delivery shall not be of the essence.

7.3 If, despite the Seller's reasonable endeavours, the Seller is unable for any reason to fulfil any order on the specified date or within the specified times, Seller shall not be deemed to be in breach of this Agreement, nor shall the Seller have any liability to the Buyer for loss or damage of any kind whatsoever whether direct or indirect (including, but not limited to loss of profit, loss of business, depletion of goodwill or otherwise) caused directly or indirectly by any delay in Delivery. Any delay in Delivery will not entitle the Buyer to cancel the order, unless and until the Buyer has given two (2) Business Days' written notice to the Seller requesting that the Product for that order is either Delivered or cancelled.

7.4 The Buyer shall ensure (at its own expense) that it has adequate and appropriate equipment, competent staff available at the Premises and all necessary arrangements in place (including ensuring clear access to the forecourt and storage facilities as well as sufficient storage capacity and ullage) to ensure safe acceptance of each Delivery at the relevant Premises on such days and during such hours as may from time to time be reasonably specified by the Seller and at the very minimum during the relevant Delivery Window. The Buyer shall ensure that the Seller is informed of any particular logistical requirements for the Delivery.

7.5 The Seller reserves the right to effect Delivery by means of a contractor and to refuse to Deliver using public or private roadways which the Seller considers unsafe.

7.6 The Seller will provide its road tank vehicles with nine (9) meters of hose for the purposes of bulk discharge of the Product. Additional lengths of hose may be provided by the Seller only by special arrangement and at an additional charge, subject to availability.

7.7 If, for any reason, the Buyer fails to accept Delivery of a full nominated Load quantity of the Product, the Seller will charge the Buyer a Product Left on Board Fee in respect of the additional costs and risks incurred by the Seller as a result of such failure.

7.8 If, for any reason, the Buyer purports to cancel the order (in whole or in part) with less than one (1) Business Day's notice, or the Buyer does not accept a Delivery (in whole or in part) or the Delivery otherwise cannot be completed (in whole or in part) due to any circumstances attributable to the Buyer, the Seller shall (without prejudice to any other rights or remedies available to it) charge the Buyer a Failed Delivery Fee, together with any actual costs of return and storage of the affected Product.

7.9 In the event that the Seller's delivery vehicle is delayed for more than one (1) hour at the Delivery Location, the Seller will charge the Demurrage Fee per each hour of such delay or part thereof on pro-rata basis.

8 MEASUREMENTS

8.1 Measurements shall be accounted for in litres measured in accordance with the approach specified in the Specific Terms for the relevant Premises, being either:

(a) at a standard temperature of 15ºC and one atmosphere (i.e. the "L15 basis"), or

(b) at ambient temperature and pressure (i.e. the "ambient basis").

All measurements, calibrations and sample taking shall be carried out in accordance with the Seller's standard procedures, and always in accordance with Applicable Laws and with good industry practices in place from time to time.

8.2 The Seller shall be responsible for measurement of the quantity of Product Delivered for the purposes of preparing invoices and/or statements of account which, subject to clause 8.3, shall be conclusive and binding between the Parties for all purposes in the absence of manifest error on the part of the Seller.

8.3 The Seller may provide a standard delivery note upon Delivery to the Buyer. The Buyer will sign the delivery note if requested by the Seller. It is the Buyer's responsibility to check Deliveries on receipt, and in the absence of manifest error on the part of the Seller the delivery note issued by the Seller (whether or not signed by the Buyer) shall be conclusive evidence of the amounts and type of the Product Delivered unless immediately challenged by the Buyer on receipt.

8.4 It is the responsibility of the Buyer to check that the Product has been fully discharged from the delivery vehicle by checking the site glasses on the delivery vehicle or the vehicle delivery meter (as the case may be). The Seller does not accept any responsibility whatever for discrepancies in the Buyer's tanks, dip rods or other measuring devices or any discrepancies arising there from.

8.5 If the Seller Delivers less of the Product than the quantity ordered by the Buyer, as a result of either reasonable operational requirements or circumstances beyond its reasonable control, then the Seller shall only invoice the Buyer for the quantity of the Product actually Delivered and shall not be required to Deliver the shortfall and shall have no further liability in this regard to the Buyer.

8.6 Without prejudice to clause 8.5, the quantity of Product actually Delivered may vary by up to 5% (either way) from the quantity ordered by the Buyer. The Seller will charge the Price for the quantity Delivered.

9 QUALITY

9.1 The Products supplied under the Agreement will meet the Specifications.

9.2 The Seller may at any time modify the grade, Specifications, characteristics, delivery package, brand name, or other distinctive designation of any Product, and/or discontinue supplying any Product and/or substitute any Product with a different petroleum product, including but without limitation where such change results from a change in Legal Requirements. If any such modification or substitution is made by the Seller, any modified or substitute Product shall remain subject to this Agreement and the same Contract Volume shall apply to such modified or substitute Product. If any Product is so discontinued by the Seller, the Seller shall be relieved of any further liability or obligation to supply such the discontinued Product. The Seller shall use its reasonable endeavours to notify the Buyer of any such modification, discontinuation or substitution as soon as practicable.

9.3 The express terms and conditions of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. The Seller gives no warranty that the Product is fit for any particular purpose other than that expressed in writing by the Seller, provided always, and to the extent, that the Buyer's statutory rights are not affected.

9.4 If the Buyer believes that any Delivered Product does not meet the relevant Specification, the Buyer shall:

9.4.1 notify the Seller of the same immediately, and in any event within five (5) Business Days from the date of Delivery; and

9.4.2 stop all sales of the relevant Product.

9.5 Any claim of deficiency of quality shall only be admissible if the Buyer provides notice to the Seller that the Product does not conform to the Specification, and accompanied by evidence fully supporting the claim, within five (5) Business Days from the date of Delivery.

9.6 Subject to 9.4, where the Product does not meet the relevant Specification, the Seller may in its sole discretion as soon as reasonably practicable:

(a) uplift the non-conforming Product; and

(b) replace the affected Product,

in which case the Seller shall have no further liability in this regard to the Buyer.

9.7 The Buyer acknowledges that the above provisions of this clause 9 are reasonable and reflected in the Price of the Product.

10 RISK AND TITLE

10.1 Risk in the Product shall be transferred from the Seller to the Buyer as the Product passes the inlet flange of the Buyer’s storage tank.

10.2 Title in the Product shall pass to the Buyer when (a) the Seller has received full payment for the Product or (b) when risk passes to the Buyer in accordance with clause 10.1, whichever occurs later.

10.3 Until such time as title in Product passes to the Buyer, the Buyer shall:

10.3.1 hold the Product as the Seller's fiduciary agent and bailee (or in Scotland as custodier);

10.3.2 not use or provide the Product as a security or collateral nor pledge it or use it as a lien;

10.3.3 keep the Product properly protected, and maintained in satisfactory condition;

10.3.4 insure (and keep insured) the Product at least for its full supplied Price on the Seller's behalf and for the benefit of the Seller against all risks a prudent business person would insure against and provide a copy of the insurance policy to the Seller on request;

10.3.5 store the Product separately from all other goods of the Buyer or any third party (as far as practically possible) so that the Product remains readily identifiable as the Seller's property; and

10.3.6 not remove, deface, destroy or obscure any identifying mark or packaging on or relating to the Product.

10.4 The Buyer's right to possession of the Product shall terminate, and the Seller shall be entitled to recover possession of the Product, immediately if any of the following circumstances arise:

10.4.1 an Insolvency Event occurs in respect of the Buyer;

10.4.2 the Buyer ceases trading or threatens to cease all or substantially the whole of its business;

10.4.3 the Buyer encumbers or in any way charges any of the Product or Equipment;

10.4.4 any creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sues against, the whole or any part of the Buyer's assets and such attachment or process is not discharged within fourteen (14) calendar days;

10.4.5 the Buyer undergoes a change of control (within the meaning of section 1124 of the Corporation Taxes Act 2010); or

10.4.6 any event occurs or proceeding is taken in respect of you in any jurisdiction to which you are subject that has the same or a similar effect to any of the events listed above.

10.5 If any payment is overdue to the Seller or the Seller is otherwise entitled to recover possession of the Product, the Buyer shall deliver up the Product on written demand from the Seller, and the Buyer grants the Seller, the Seller's agents, sub-contractors and employees an irrevocable licence at any time to enter any premises where the Product is or may be stored in order to secure or uplift and remove any Product to which the title has not yet passed to the Buyer, and all costs and expenses reasonably incurred in the process by the Seller shall be paid by the Buyer.

10.6 Always subject to clauses 10.3 and 10.4, whilst the Product supplied remains the property of the Seller under this clause 10 the Buyer may resell the Product in the ordinary course of its business as long as the Buyer is not in default of this Agreement and provided that any such sale is at full market value and on the basis that in such sale the Buyer acts as principal and not as the Seller's agent.

11 PRICE

11.1 Subject to clauses 11.2 and 11.3, the Price payable in respect of each order of the Product accepted by the Seller shall be the price per litre as calculated in accordance with Specific Terms, as updated by the Seller from time to time in accordance with this clause 11. Unless stated otherwise, such Price is exclusive of VAT. Where applicable:

(a) the Base Rate component of the Price will be calculated as the aggregate of the mean averages of the daily mid quotations over the relevant Quotational Period for each of the relevant indexes specified in the Specific Terms for the Product in question (and/or as updated from time to time in accordance with this Agreement);

(b) any values shall be converted from US dollars or Euros to British Pound Sterling based on the average of the mean closing spot buying and selling rates for US$ / £ Sterling or Euros / £ Sterling (as applicable) as quoted by the Bank of England over the relevant Quotational Period; and

(c) any values shall be converted from per tonne basis to per litre basis using the following density conversion factors:

UNL / Unleaded Petrol	ULSD / Diesel	FAME -10 RED / Biodiesel	Ethanol	Kerosene
1325 litre / mt	1183 litre / mt	1133 litre / mt	1263 litre / mt	1250 litre / mt

11.2 Where (i) the applicable Supply Period has expired, or (ii) the Specific Terms do not state the applicable price per litre, or (iii) the Specific Terms do not state the applicable formula for calculating the applicable price per litre, or (iv) the price or formula specified in the Specific Terms is incomplete, unworkable or otherwise ambiguous, any Product or any further Product (as applicable) supplied by the Seller shall be priced in accordance with the following formula:

[Price Per Litre] = [Base Rate] + [Premium] + [GPPL] + [Pass-Through Costs]

where:

(a) the Base Rate shall be calculated, over the Weekly Lagged (W-1) or Daily (D-2) Quotational Period, by reference to the indexes and ratios weighted proportionally according to the latest RTFO Obligation levels and reflecting the Seller's general approach to meeting the RTFO Obligation at the time;

(b) the Premium shall be the higher of: (i) the highest Premium agreed by the Parties for any Delivery of the Product in the preceding twelve (12) Months, or (ii) the amount determined by the Seller to be charged for the spot sales of the same Product over the Weekly Lagged (W-1) or Daily (D-2) Quotational Period, as applicable;

(c) the GPPL shall be the higher of: (i) the highest GPPL agreed by the Parties for any Delivery of the Product in the preceding twelve (12) Months, or (ii) the amount determined by the Seller to be charged for the spot sales of the same Product over the Weekly Lagged (W-1) or Daily (D-2) Quotational Period, as applicable; and

(d) the Pass-Through Costs will include the Development Fuels Costs, Bio-freight Costs, and Fuel Duty, all at current rates and/or as actually incurred by the Seller, and

11.3 Where the Specific Terms provide a methodology or formula for calculating the applicable price per litre which does not include or reference the GPPL, then the Seller shall have the right to add GPPL to any price per litre calculated in accordance with the Specific Terms, and such GPPL shall be the higher of:, (i) the highest GPPL agreed by the Parties for any Delivery of the Product in the preceding twelve (12) Months, or (ii) the amount determined by the Seller to be charged for the spot sales of the same Product over the Weekly Lagged (W-1) or Daily (D-2) Quotational Period, as applicable.

11.4 If the Specific Terms do not state the applicable Additional Charges, nor a methodology for calculating the applicable Additional Charges, then the Additional Charges shall be based on, at the Seller's discretion: (i) the Additional Charges agreed by the Parties in the most recent Agreement agreed between them, (ii) the average Additional Charges charged by the Seller to its other buyers for the spot sales of the same Product in the previous Month, or (iii) the Seller's reasonable estimate of its actual costs corresponding to the given Additional Charge.

11.5 The Seller has the right to update the Price, all Additional Charges, and any other charges that the Seller is entitled to charge to the Buyer, by giving the Buyer notice in writing, in any of the following circumstances:

11.5.1 to update the index rate component of the Price to reflect the changes to the costs of the Seller's compliance with the RTFO Obligations;

11.5.2 to update the pricing formula and/or the index rate component of the Price if the relevant Platts rates, or any other current index rates used in calculation of the Price, ceases to be published permanently or is not published at all during a relevant period or is reasonably deemed by the Seller to no longer be appropriate, and the Seller acting reasonably will nominate an alternative means of calculating the Price;

11.5.3 to update the pricing formula, the Premium and/or the Additional Charges if there is any increase in the costs incurred or to be incurred by the Seller in Delivering the relevant Product due to factors which are beyond the reasonable control of the Seller, including without limitation:

(a) any determinations by HMRC, increased taxes or duties;

(b) any domestic or international event including conflict, disturbance, hostilities, war, trade embargo, sanctions or similar event, or any interruption, constraint, delay, shortage or disruption affecting the (i) Seller's supply chain; (ii) sources of supply; (iii) availability of Product, crude oil, additives or any other feedstock or component used in the production, blending or supply of Product; or (iv) transportation, logistics, storage, loading or Delivery of Product, in each case to the extent it results in, or is reasonably expected by the Seller to result in, an increase in the Seller's costs of procuring, supplying or Delivering the relevant Product;

(c) the making of, or changes to, any laws, byelaws, rules, regulations, directions, orders or Government policy, including without limitation those amounting to a change affecting the Seller's Bio-freight Costs, Development Fuel Costs, CSO or any other requirements to supply bio-fuels or pay a charge for not so doing, or the withdrawal of a government incentive, or directions to hold emergency stocks of oil; and/or

(d) occurrence of any currency fluctuation;

11.5.4 if the Seller modified the Specifications of any of the Products, or substituted any Product, in accordance with clause 9.2; and/or

11.5.5 to update the Premium and/or the Additional Charges in line with any increase in the Retail Price Index from the beginning of every calendar year of the Term.

11.6 The updated Price, Additional Charges, and/or any other charges, shall apply to all Product Delivered after the date stated in the relevant notice given by the Seller to the Buyer, or if no such date is stated, to all Product ordered after the date of receipt by the Buyer of such notice, save for the updates under clause 11.5.5 which shall apply automatically from each new calendar year of the Term.

11.7 The Seller shall, if so requested by the Buyer, provide information reasonably explaining the basis for any update under clause11.5.

11.8 Without prejudice to the specific terms above, where any Price or Additional Charges are subject to, or include, any government or other taxes, duties, levies, charges, surcharges, foreign currency exchange rates, assessments or impositions, any variations of the same at any time shall be for Buyer's account and shall be reflected by the Seller in the final amount invoiced by the Seller to the Buyer.

12 PAYMENT

12.1 The Buyer must ensure that all invoiced amounts reach the Seller's nominated bank account, as specified in the Specific Terms (and if not so specified then as most recently notified to the Buyer in accordance with clause 12.2), net of all bank charges, no later than the last day of the agreed payment term as specified in the Specific Terms (and if not so specified then no later than the date of Delivery).

12.2 Unless a different process for updating the applicable bank account details has been notified to the Buyer in a valid notice of assignment, any change to the Seller's current nominated bank account details shall only be valid and binding if:

12.2.1 notified by the Seller to the Buyer in writing; and

12.2.2 subsequently verified by the Buyer via telephone with its usual contact at the Seller.

12.3 Where a payment due date falls on a day which is not a Business Day, the Buyer shall make payment on the first Business Day preceding the payment due date.

12.4 Time shall be of the essence for all payments due under this Agreement.

12.5 If the Buyer wishes to dispute any invoice, or any portion of any invoice, issued by the Seller, the Buyer must notify the Seller in writing immediately, and in any event no later than the earlier of: (i) five (5) Business Days after receipt of the invoice or (ii) two (2) Business Days before payment due date stated on the invoice. No challenge to the Seller's invoice shall be admissible if the Buyer fails to provide the Seller with this required notice, accompanied by supporting evidence, within the required time. The Buyer must still pay the undisputed portion of the payment due under any such invoice by no later than the last day of the agreed payment term as specified in the Specific Terms.

12.6 All amounts due from the Buyer shall be paid by the Buyer to the Seller in full without any set off or counterclaim howsoever arising and shall be free and clear of, and without deduction of, or withholding for or on account of, any amount which is due and payable by the Seller to the Buyer or any of the Buyers Affiliates under this Agreement or otherwise.

12.7 If any payment, or part of payment, due from the Buyer is late, and without prejudice to any right or remedy otherwise available to the Seller, then:

12.7.1 the Seller will charge interest at the rate of 8% (eight percent) per annum above the Bank of England base rate on any amount unpaid from the first (1st) day after the payment due date until such date as the payment is received in full. The interest shall by payable by the Buyer immediately on Seller's demand; and

12.7.2 all amounts then owing by the Buyer to the Seller, and any amount that has not yet become due in respect of Deliveries made before the relevant due date, shall become immediately payable by the Buyer to the Seller.

12.8 The Buyer undertakes that its payment obligations to the Seller under this Agreement will at all times rank at least pari passu in right and priority of payment with all other present and future unsecured and unsubordinated obligations of the Buyer, except for obligations mandatorily preferred by law.

13 BUYER CREDIT

13.1 The Seller may from time to time, in its absolute discretion, set a confidential internal credit limit for the Buyer's trading account with the Seller (the "**Credit Limit**").

13.2 If, in the Seller's reasonable opinion, any Credit Limit it set for the Buyer is or is likely to be exceeded, the Seller may take any action Seller reasonably deems necessary to bring the Buyer's trading account back within such Credit Limit, including without limitation:

(a) requiring the Buyer to produce an up to date set of accounts;

(b) varying the payment terms, as set out in the Specific Terms;

(c) requiring an immediate cash payment in respect of any amount by which the Credit Limit has been, or is about to be, exceeded; and/or

(d) suspending further Deliveries.

13.3 The Seller and/or the Seller's credit insurer may perform reviews of the Buyer's financial position at any time during the Term (the "**Credit Review**").

13.4 If at any time during the Term:

(a) the Buyer fails to make any payment under this Agreement on time;

(b) the Buyer commits any other material breach of this Agreement; and/or

(c) whether as a result of a Credit Review or otherwise, the Seller reasonably considers that the financial position, payment history or credit rating of the Buyer (or of any guarantor or other person furnishing security in support of the Buyer) make it prudent,

then the Seller may in its sole discretion and without prejudice to any of its other rights and remedies under this Agreement, by giving the Buyer notice in writing, immediately take any of the following steps:

13.4.2 amend the payment terms specified in the Specific Terms, including to require advance cash payment for future orders of the Product;

13.4.3 remove or reduce any Credit Limit;

13.4.4 require security upon such terms as the Seller may reasonably require from time to time and suspend the performance of its obligations under this Agreement pending provision of required security by the Buyer; and/or

13.4.5 suspend Deliveries of the Product until all such time as the Buyer's breaches and/or issues relating to the Buyer's financial positions have been remedied to the Seller's satisfaction.

13.5 Where applicable, the Seller shall be entitled to pay and apply any funds received from any bond, guarantee or trade credit insurance to any outstanding amounts due from time to time in accordance with the terms of the relevant security and to the extent possible at the Seller's preference.

13.6 If the Deliveries of the Product are suspended by the Seller under pursuant to clause 13.4 for ninety (90) days or more, then either Party shall be entitled to terminate the Agreement immediately upon giving written notice to the other Party.

14 TAXES AND TARIFFS

14.1 The Buyer shall be liable for VAT, if any, applicable on the Price and/or any Additional Charges payable to the Seller.

14.2 The Buyer undertakes that the Products supplied under this Agreement will not be used in contravention of the Customs and Excise Management Act 1979 or the Hydrocarbon Oil Duties Act 1979 or of any amending or substituting legislation in relation to either such act.

14.3 The Buyer shall be liable for the Buyer's and the Buyer's customers' compliance with relevant customs or petrol tax regulations as well as for the procurement of and compliance with the required public permits and that should permits in particular for a preferential delivery regarding tariffs and/or taxes, be revoked or fail to be issued, then the Seller shall be authorised to adjust the Price accordingly.

15 RENEWABLE TRANSPORT FUEL CERTIFICATES

15.1 Renewable Transport Fuel Certificates issued to the Seller as a result of any bio-component inclusion in the Product, if any, and any developmental fuel certificates, if any, will accrue exclusively to the Seller and any property or rights in such certificates shall be solely and exclusively owned by and for the benefit of the Seller.

16 HEALTH AND SAFETY

16.1 In Delivering the Product, each Party shall comply with and ensure that its Representatives comply with all HSE Requirements, and any Premises access or operational requirements notified to it from time to time.

16.2 Each Party shall provide the other with all such health, safety and environmental information in relation to the Products as is necessary to allow the other to perform its obligations under the Agreement. Each Party shall comply and will ensure its Representatives comply with any requirements contained in such information as to the transportation, storage, use and handling of such Product.

16.3 The Buyer shall:

16.3.1 provide its customers and Representatives who may encounter the Product with all the information contained in the material safety data sheet (the "**SDS**") provided by the Seller;

16.3.2 ensure that the recommendations and instructions contained in the SDS are observed by its customers and Representatives;

16.3.3 maintain management systems so as to ensure that the Premises remains in compliance with all requirements for the handling of "biofuels" grades which meet the EU specifications (EN590 for Diesel and EN228 for Petrol);

16.3.4 ensure that the Products are received, stored and handled in accordance with Applicable Laws, the then current relevant safety data sheets, EU specifications EN590 for diesel and EN228 for petrol and in accordance with good industry practice;

16.3.5 ensure that it at all times holds a valid Petroleum Licence and appropriate wet stock records as required by the Petroleum (Regulation) Acts 1928 and 1936 and the Health and Safety at Work etc Act 1974 or such other authorisation as may be required by any Applicable Laws from time to time;

16.3.6 observe all safety and other Applicable Laws regarding the sale or storage of the Products and the provision of Services supplied by the Buyer at the Premises and comply with all the terms of the relevant Petroleum Licence(s);

16.3.7 obtain all necessary licences, authorisations, permissions and consents under the Environmental Protection Act 1990 and the Environmental Protection (Prescribed Process and Substances) Regulations 1991 relating to the running of a fuel filling station business and in the conduct of such a business comply with all the requirements of such Act and such Regulations and all the conditions contained in any licences, authorisations, permissions and consents obtained thereunder;

16.3.8 maintain all other required licences and permissions to allow for the storage and sale of the Products at and from the Premises and the erection and maintenance of the Equipment at the Premises and shall provide the Seller with certified copies of any licences or permissions, including any relevant petroleum licences, promptly upon request;

16.3.9 shall ensure that the Premises comply with the Seller's health and safety standards and policies (as notified to the Buyer from time to time) and the Buyer shall comply with the Seller's health and safety standards and policies relating to the Delivery of the Product;

16.3.10 for each Delivery ensure and/or procure that:

(a) at each Delivery point suitable bulk storage installation and safe facilities is provided (including assistance and suitable hose connections) which comply with all applicable legal and regulatory requirements for Product delivery without risk to property and persons;

(b) there will be sufficient ullage for Product at the Delivery point (and the Buyer will procure certification to this effect) and that any connecting hose will be properly and securely fitted to the filling point for the safe and proper reception of the quantity of Product ordered; and

(c) a competent person is present to ensure compliance with this clause 16 unless the Seller has specified that driver controlled Deliveries will be carried out at the Delivery Location concerned;

16.3.11 in the case of extremely flammable Products and where otherwise applicable, observe strictly any regulations laid down by HM Government or other competent authority in respect of the avoidance of smoking, naked lights, fires, stoves or heating appliances of any description in the vicinity of any Product storage facility and the fill, dip and vent pipes connected thereto;

16.3.12 ensure that all storage installations will be clearly and correctly labelled with the description of the grade of Product stored and the tank capacity;

16.3.13 not knowingly contaminate the Premises or any adjoining land;

16.3.14 immediately on discovering the same clean up in accordance with the best practices and procedures recommended by the Seller any leaks or spills of the Product or other substances likely to cause contamination;

16.3.15 implement such of the Seller approved management systems as the Seller may from time to time specify for monitoring loss of the Products from the underground storage tanks, pipes lines and equipment and advise the Seller forthwith in writing of any loss which may from time to time under any statute or in accordance with its petroleum licence be notifiable to the Seller or other statutory authority;

16.3.16 on discovering any loss of the Product notifiable in accordance with clause 16.4, forthwith carry out such further investigations as may be required by the Seller or as may otherwise be reasonable and proper in all the circumstances and keep the Seller fully informed of all such steps taken and of the results of such investigations; and

16.3.17 carry out all necessary works to remedy any contamination of the Premises or any adjoining land caused by any breach by the Buyer of its obligations set out in this clause 16.3 and keep the Seller fully indemnified at all times (even after expiry or termination of this Agreement) against all actions proceedings costs claims demands or liabilities whatsoever arising directly or indirectly from any contamination caused by the Buyer.

16.4 The Buyer shall notify the Seller as soon as reasonably practical after the occurrence of any of the following events at the Premises:

16.4.1 death of any person;

16.4.2 personal injury to two or more customers, employees, or contractors;

16.4.3 personal injury to one or more customers, employees or contractors which is serious or results in loss of consciousness, restriction of work or motion, or requires treatment beyond first aid or may be life threatening or may result in permanent or severe disability;

16.4.4 any accidental or unplanned underground release of the Product, irrespective of any form of containment or recovery or environmental damage or potential environmental damage resulting from a spill or underground or above ground release of the Product;

16.4.5 all spills of the Product which occur above ground at the Premises which exceed ten (10) litres;

16.4.6 any fire, explosion or bursting of any closed vessel or associated pipework or pressurised system;

16.4.7 any incident involving a road tanker at the Premises including but not limited to road tanker overturning, suffering serious damage, catching fire or releasing the Product;

16.4.8 collapse or partial collapse of a building situated at or on the Premises;

16.4.9 any loss of or damage to any Equipment or any other Branded Materials;

16.4.10 any event that may, in the opinion of the Seller, impact or damage the Seller's reputation or community relations including, but not limited to, a fire resulting in extensive property damage to the Premises or any adjoining or neighbouring premises, or any complaint from customers or neighbours regarding the Product; and/or

16.4.11 any event that receives media interest or coverage including, but not limited to, television, radio or newspaper.

16.5 The Buyer accepts responsibility for any loss, leakage or contamination of any Product deliverable under this Agreement which may occur at the Delivery Location as a result of a breach by the Buyer of its obligations under this Agreement.

16.6 The Buyer shall be responsible for, indemnify and hold harmless the Seller and its Affiliates, and its and their Representatives (the "**Seller Group**") in respect of all damages, losses, liabilities, claims, actions, costs, expenses (including reasonable fees and disbursements for legal or professional services), proceedings, judgments and consensual settlements, arising out of or in connection with the death or personal injury to the personnel of the Buyer, its Affiliates and/or its and their Representatives, and/or the Buyer's customers or other members of the public, howsoever caused and irrespective of the negligence or breach of duty (statutory or otherwise) of the Seller Group. This responsibility and indemnity shall not be limited or capped.

17 EQUIPMENT

17.1 If provision of any Equipment has been agreed in the relevant Supply Schedule and/or elsewhere in the Specific Terms, the Buyer shall order the Equipment from the Seller, or any third party authorised by the Seller (as notified to the Buyer from time to time) and to the extent applicable procure its installation at the Premises. The Buyer shall provide details of the specification, method of installation, and location of installation of the relevant Equipment to the Seller for written approval before such installation takes place.

17.2 The cost of and relating to the Equipment, including all installation and financing costs, shall be as specified in the Specific Terms (the "**Equipment Costs**"). Subject to the other terms of this Agreement, the Equipment Costs will be amortised over the aggregate Contract Volume of all Products under this Agreement, and the Seller shall write the Equipment Costs off rateably based on the quantity of the Product the Buyer actually orders and pays for under this Agreement. If there is any residual balance of the Equipment Costs remaining at the time the Agreement expires or is terminated for any reason, this residual balance shall become immediately payable on the date of such expiry or termination. Subject to clauses 17.4 and 22, the ownership of the Equipment shall transfer to the Buyer only once the Equipment Costs have been written of, or paid, in full in accordance with this clause.

17.3 Without prejudice to clauses 17.2, 17.4 and 22, the Buyer shall have the right to the use the Equipment during the Term.

17.4 Notwithstanding clause 17.2, the Seller or its agents shall be entitled immediately to remove the Equipment or to request that the Buyer deliver up the Equipment:

17.4.1 on expiry or termination of this Agreement (howsoever arising); and/or

17.4.2 upon the cessation of the Seller’s rights to licence the Seller’s Trade Marks to the Buyer or termination of the Buyer’s right to possession of the Product under this Agreement, and the Seller shall not be liable to the Buyer for any part of the Equipment Costs already written of, or paid, in accordance with clause 17.2.

17.5 The Seller will use, and will procure that its agents will use reasonable endeavours to avoid causing damage, when installing, erecting, maintaining or removing the Equipment installed or erected on the Premises, however the Buyer shall insure against and shall indemnify and keep indemnified the Seller in respect of any damage which may be caused to any building or fitting at the Premises as a result of installation, erection, maintenance or removal of the Equipment or any loss pertaining to the same.

17.6 The Buyer shall ensure that all Equipment and other equipment or property provided to it pursuant to this Agreement is maintained in good clean serviceable repair and condition and shall meet necessary repair costs to keep the same maintained. The Buyer shall not remove (or authorise any third party to remove) the Equipment or other equipment or property provided to it under this Agreement from the Premises and it will do nothing to intentionally damage the same.

17.7 The Buyer shall not charge or offer the Equipment or other equipment and property supplied by the Seller or its agents as security nor shall it permit any lien or any other encumbrance to affect the same.

17.8 The Buyer shall inform in writing any person to whom a debenture or other charge over any part of the Premises is issued that the Equipment and any other such equipment and property provided by the Seller or its agents is not the property of the Buyer, but belongs to the Seller or its agents. The Buyer shall provide the Seller with details of any such debenture or charge and a copy of the notice supplied to the person(s) holding the debenture or charge within five (5) Business Days of request by the Seller.

17.9 The Seller shall not be liable to the Buyer for any defect in or failure of any of the Equipment, nor for any loss, damage, expense or liability suffered or incurred by the Buyer by reason of any such defect or failure whether consequential or otherwise, save for death or personal injury caused by the negligence of the Seller or its employees acting in the course and scope of their employment with the Seller.

17.10 The Buyer shall advise the Seller promptly of any defect in or failure of any of the Equipment.

18 OPERATION OF A FUEL FILLING STATION

18.1 Throughout the whole Term the Buyer shall at its own cost:

18.1.1 operate a fuel filling station business and make the Product available for sale to the public from the Premises and to use its best endeavours to maximise the sale of the Product from the Premises;

18.1.2 unless agreed otherwise by the Parties in writing, keep the Premises fully staffed and open for the sale of the Product at all reasonable times and at the minimum on the days and times specified in the relevant Supply Schedule (or elsewhere in the Specific Terms);

18.1.3 follow the Seller’s directions in respect of range of the Products that should be sold, or offered for sale, at the Premises and the Services that must be supplied at the Premises;

18.1.4 not to sell or offer for sale any Restricted Products at the Premises without the Seller’s prior written approval;

18.1.5 not to carry out at the Premises any activities other than the sale and supply of the Product and the Services, without the Seller’s prior written approval;

18.1.6 ensure that the Services so far as they are offered to the motoring public at the Premises are of the highest quality, efficiency and cleanliness as may reasonably be required by the Seller, and, adhere at all times to such operating standards and specifications laid down, direction given and information supplied by the Seller or its duly authorised representatives from time to time;

18.1.7 ensure that all staff working on the Premises wear the uniforms supplied or procured by the Seller and that such uniforms are kept clean and in good repair;

18.1.8 comply with all Applicable Laws, and the Seller's policies notified to it from time to time;

18.1.9 operate at all times under the branding and the Seller's Trade Marks as nominated by the Seller and it shall not use or permit the use of anything other than the Equipment at the Premises provided to it by the Seller or the Seller's agents to support and promote sales of the Product in accordance with the Seller's brand guidelines (as notified to the Buyer from time to time) without the written permission of the Seller;

18.1.10 not do anything in the course of running the fuel filling station business, operating the Premises or in providing any of the Services to the public which could bring the Seller into disrepute;

18.1.11 join in such promotions and sales incentive schemes and display such advertising material relating to the same as the Seller may from time to time direct;

18.1.12 use poster frames and any other advertising structures supplied by the Seller as part of the Equipment only for advertising materials supplied or approved by the Seller or its agents;

18.1.13 at all times, keep the forecourt and all driveways, including entrances and exits, of the Premises free from any obstruction, including but not limited to parked vehicles and to permit unimpaired access by the public to the dispensing equipment installed thereon so as not to detrimentally affect the sale of the Product or the Services from the Premises;

18.1.14 not do anything which in the reasonable opinion of the Seller detracts from the appearance of the Premises, or from the visual standards which the Seller may prescribe in writing from time to time;

18.1.15 notify the Seller of any unavoidable temporary periods when closure (of the whole or more than fifty per cent (50%) of the pumps at the Premises) is required for maintenance, repair or redevelopment or to comply with the Buyer's other obligations under this Agreement such notice to be not less than one (1) Month prior to such closure or as soon as possible when the Premises have to be closed in an emergency;

18.1.16 operate and make available and promote the use of such fuel payment card scheme(s) as the Seller may make available to the Buyer from time to time, including any of the Seller's branded fuel card for the purpose of purchasing fuel or any other additional products as agreed with the Seller from time to time; and the Buyer may accept, but it shall not actively promote, other industry recognised payment card schemes;

18.1.17 insofar as the Premises' layout allows, permit the Seller or its agents to place maintain and renew on the fuel pumps, forecourt fixtures, and on any Equipment provided to the Buyer, livery, Branded Materials, names and devices;

18.1.18 allow the erection and maintenance of an illuminated the Seller's standard forecourt sign or signs displaying the Seller's chosen branding (as may be updated by the Seller from time to time) and the Buyer shall not (and shall not permit or allow) the display of any other signage, name, branding or mark at the Premises without written permission from a director of the Seller (which shall not be unreasonably withheld);

18.1.19 provide access at all times for the installation, erection, maintenance, rebranding and (if the Seller requires) removal of the Equipment;

18.1.20 keep the Equipment and any Branded Materials clean, tidy and in a good state of repair and maintenance; and

18.1.21 keep all Products in its possession or control in good condition and maintain appropriate storage so as to ensure they remain in good condition.

18.2 In the event the Buyer intends to procure or store at, or offer or supply (whether by way of sale or otherwise) from, the Premises any additional products or services, including without limitation lubricants, LPG or services for recharging electric vehicles ("**Additional Offerings**"), then the Buyer shall first offer the Seller the right to supply, whether directly or indirectly through the Seller's Affiliates and/or Seller's approved suppliers, such Additional Offerings on terms no less favourable than those the Buyer intends to offer to, or agree with, any third party.

18.3 Prior to entering into any binding arrangement with a third party in respect of any Additional Offering, the Buyer shall provide the Seller with written notice detailing the nature of the Additional Offering, the proposed commercial terms, and any other material information reasonably required to evaluate the opportunity ("**Offer Notice**").

18.4 The Seller shall have forty-five (45) days from receipt of the Offer Notice to notify the Buyer in writing of its intention to exercise its right to supply the Additional Offering on the terms set out in the Offer Notice. If the Seller does not respond within this period, the Buyer shall be free to proceed with a third party on terms no more favourable than those notified to the Seller.

18.5 If the Seller expresses interest in supplying the Additional Offering (whether directly or indirectly), the Parties shall negotiate in good faith to agree final terms. The Buyer shall not enter into any agreement with a third party in respect of the Additional Offering during such negotiations, provided they are concluded within ninety (90) days.

18.6 This clause shall not apply to:

(a) Additional Offerings that are immaterial in value or volume relative to the Products supplied under this Agreement;

(b) Additional Offerings that the Buyer is legally obliged to source from a specific third party; and/or

(c) emergency or temporary arrangements not exceeding thirty (30) days.

19 BUYER'S INSURANCE

19.1 The Buyer shall at its own expense effect and maintain with reputable insurers:

19.1.1 employers' liability insurance at a minimum amount of five million pounds (£5,000,000);

19.1.2 insurance against public liability, and/or third party risks including injury to persons and damage to property at a minimum amount of five million pounds (£5,000,000) in respect of any one incident;

19.1.3 building and contents insurance in respect of each Premises property at a minimum amount of five million pounds (£5,000,000); and

19.1.4 such other business insurance which it would be reasonably prudent for the Buyer to hold, including in relation to the Products (for the full value of the capacity at the Premises) and the Equipment (for the replacement value of such Equipment supplied to the Buyer under this Agreement).

19.2 The Buyer shall maintain the insurances set out in clause 19.1 in full force and effect for the Term and for a period of not less than six (6) years after the expiry or termination of this Agreement.

19.3 The Buyer shall ensure that as far as possible the Seller's interest is noted by the insurer upon the insurance policies.

20 AUDIT AND RECORDS

20.1 The Buyer shall keep at the Premises or at its principal place of business all records of orders for and sales of the Product, together with all Premises and safety documentation (including fire safety certificates and public liability, building, contents, fuel stocks and Equipment insurance policies) during the Term and for at least one (1) year after the Expiry Date or earlier termination of this Agreement, and the Buyer shall make such records, policies and payment documents available for the purpose of accounting, inspection and/or audit by the Seller and/or our agents and/or provide copies to the Seller and/or the Seller's agents upon request.

20.2 The Buyer shall promptly provide accurate and complete credit and financial information as the Seller may reasonably require from time to time throughout the Term.

21 INTELLECTUAL PROPERTY

21.1 The Buyer shall keep confidential any of the Seller's Intellectual Property and shall not at any time (including after the expiry or termination of this Agreement):

21.1.1 assert any right to the Seller's Intellectual Property;

21.1.2 take or represent the Seller's Intellectual Property as the Buyer's own;

21.1.3 make any copy of any of the Seller's Intellectual Property;

21.1.4 make any application in the name of or for the Buyer for the registration of any company or business name or trade or service mark comprising or including the letters "Essar" or any of the Seller's Trade Marks or (without the consent in writing of the Seller) any other marks or names by which the Seller's petrol service stations are known; or

21.1.5 use or permit the use of the Seller's Intellectual Property at any premises or in connection with any business, services or activities other than as specifically permitted under this Agreement or otherwise specifically authorised in writing by the Seller.

21.2 The Buyer will not use any of the Seller's Intellectual Property without the prior written approval of the Seller in the conduct of any aspect of business by electronic means, including without limitation through the internet or other similar media. For the avoidance of doubt the Buyer shall not use any of the Seller's Intellectual Property without the prior written approval of the Seller:

21.2.1 in connection with electronic ordering systems for goods or services provided by the Buyer as part of its business:

21.2.2 in any form of electronic advertising or promotion of the Buyer's business including the use or display of any of the Seller's Trade Marks by such means (where such approval shall be required solely in relation to ensure quality standards of the content, style and form of the advertising or promotion and maintenance of the Seller's brand values and visual standards); and

21.2.3 in the registration of any names (including internet domain names).

21.3 The Buyer agrees to indemnify the Seller and its Affiliates against any and all liabilities, costs, claim damages, expenses or other loss arising out of or in connection with any use by the Buyer of the Seller's Intellectual Property which is not permitted or authorised by the Seller.

22 SELLER'S TRADE MARKS

22.1 The Buyer agrees with the Seller that:

22.1.1 the Seller and/or its Affiliate or their duly authorised Representatives may at all reasonable times enter the Premises for the purpose of inspecting the Products and the Services upon or in relation to which the Seller's Trade Marks are used or displayed and shall at the request of the Seller or its Affiliate or their duly authorised Representatives furnish for inspection such samples of the Product and the Services and promotional literature, advertisements, labels and other items bearing the Seller's Trade Marks as may reasonably be requested;

22.1.2 all lawful use of the Seller's Trade Marks in connection with the Services shall inure to the benefit of their proprietor, and that the Buyer shall during or after the continuance of this Agreement, execute such assignments, assurances or other documents as shall reasonably be required by the Seller to give effect to the provisions of this paragraph;

22.1.3 the Buyer shall not use upon or in relation to the Services the Seller's Trade Marks in such manner that the distinctiveness, reputation or validity of the Seller's Trade Marks might be impaired and without prejudice to the generality of the foregoing the Buyer in particular will with regard to any of the Seller's Trade Marks and any marketing indicia which consists solely of a word or words or letters or numerals or any combination thereof;

22.1.4 it shall use the Seller's Trade Marks correctly spelt and adjectivally accompanied by words describing the nature of the goods or services to which the same relates unless the mark is capitalised or otherwise distinguished from the surrounding and adjacent text;

22.1.5 the Buyer shall on request comply with the requirements of the Seller as to the form, manner, scale and context of the use of the Seller's Trade Marks and the statements to accompany the same;

22.1.6 the Buyer shall not conduct the whole or any part of its business under a business name or trading style which in the opinion of the Seller might impair the validity, reputation or distinctiveness of the Seller's Trade Marks; and

22.1.7 the Buyer shall neither use nor display any of the Seller's Trade Marks or any marketing indicia in relation to any other mark or marks owned by any party (including the Buyer) as to suggest that the two marks constitute a single or composite mark.

22.2 The Buyer will not do anything, nor aid or assist any other person to do anything which would infringe upon, harm, challenge, deny, question or contest Seller's Intellectual Property. If the Buyer learns of any actual or threatened infringement or piracy of the Seller's Intellectual Property or if any infringement or piracy claim is made against the Buyer (other than by Seller or its Affiliate):

22.2.1 the Buyer must immediately notify the Seller in writing of the infringement, piracy or claim, and will not itself save where the Seller or its Affiliate so requests take any action against any such threatened infringement, piracy or claim;

22.2.2 the Seller or its Affiliate must determine (at its sole discretion) what action, if any, to take and must bear the expense of any such action; and

22.2.3 the Seller or its Affiliate may name the Buyer as a party and the Buyer must fully co-operate in the action (including after the end of this Agreement).

22.3 The Buyer must use the Seller's Trade Marks only in the manner set out in this Agreement or as otherwise specifically directed by the Seller.

a) The Buyer recognises that use of the Seller's Trade Marks is conditional on the Buyer complying with its obligations under this Agreement, and that if the Buyer does not comply with its obligations the Seller may immediately remove at the cost of the Buyer all or part of the Equipment and/or Branded Materials on which the Seller's Trade Marks are visible.

b) The Buyer undertakes that on expiry or termination of this Agreement or upon the Seller in its sole discretion determining that the Buyer is not using the Seller's Trade Marks in the manner set out in this Agreement or as otherwise specifically directed by the Seller, it will allow the Seller to enter the Premises (including after expiry or termination of the Agreement) for the purpose of removing the Seller's Trade Marks which shall include but not be limited to painting over the canopy, other parts of the Premises and any vehicles or equipment bearing the Seller's Trade Marks, to remove the Seller's Trade Marks.

22.4 The Buyer undertakes that any vehicles, plant or equipment bearing the Seller's Trade Marks will have the Seller's Trade Marks removed on the earlier of the expiry or termination of this Agreement or the sale or other disposal of such vehicles, plant or equipment (and that any such disposal will be done in a safe and appropriate manner).

22.5 The Buyer shall indemnify the Seller in respect of all direct, indirect and associated costs and expenses arising from its failure to comply with this undertaking, including, but not limited to the cost of repainting the vehicles, plant or equipment, investigators fees in tracking down subsequent owners and legal fees.

23 FORCE MAJEURE

23.1 Neither Party shall be liable to the other Party for any delay or any failure to perform any of its obligations (other than payment obligations) under the Agreement if such failure is caused by a Force Majeure Event.

23.2 If either Party is delayed, prevented or hindered from performing any of their obligations under this Agreement because of a Force Majeure Event, they shall use reasonable endeavours to:

(a) notify the other Party as soon as reasonably practicable of the circumstances and anticipated duration of the Force Majeure Event;

(b) regularly provide the other Party with updates as to the extent and other pertinent information regarding the Force Majeure Event; and

(c) take and continue to take reasonably practicable steps to bring a Force Majeure Event to an end or overcome the effects of Force Majeure Event as soon as possible.

23.3 Delay or failure to comply with clause 23.2 shall not deprive a Party of the ability to rely on clause 23.1.

23.4 If a Force Majeure Event persists for more than sixty (60) days, either Party may terminate this Agreement.

23.5 Neither Party shall be obliged to cure any Force Majeure Event if that Party anticipates that it would be unable to do so prior to the expiry of this Agreement.

23.6 If the Party relying on this clause 23.1 is the Seller, it will not be obliged to purchase from other suppliers to make good any shortages or deficiency of Product resulting from a Force Majeure Event.

23.7 Nothing in this clause 23 will be taken to limit or prevent the operation of the English common law doctrine of frustration.

24 TERMINATION

24.1 Without prejudice to any other rights or remedies, either Party may terminate the Agreement in whole or in part summarily by written notice or the Seller shall be entitled to suspend supply of any Product supplied under this Agreement if:

24.1.1 the other Party is subject to an Insolvency Event; or

24.1.2 the other Party has committed a material breach of any of its obligations under this Agreement and it has failed to remedy such breach within fourteen (14) days of a notice having been served on it by the non-defaulting Party specifying the breach and requiring its rectification.

24.2 Without prejudice to any other rights or remedies, the Seller shall be entitled to suspend performance of its obligations under this Agreement and/or terminate this Agreement summarily on written notice:

24.2.1 if the Buyer fails to pay any sum when due under this Agreement;

24.2.2 in accordance with clause 13.6;

24.2.3 in the Seller's or the Seller's credit insurers' reasonable opinion the Buyer's credit worthiness deteriorates such that credit insurance is withdrawn or substantially reduced; and/or

24.2.4 in the Seller's reasonable opinion the Buyer acts in any way which may seriously damage the good reputation and standing of the Seller and/or the Seller's Trade Marks.

24.3 If all agreed Supply Periods under this Agreement have ended, either Party may terminate this Agreement by giving the other at least thirty (30) days' prior notice in writing.

24.4 Upon termination and/or expiration of this Agreement for any reason, all rights of the Buyer shall terminate and:

24.4.1 all sums owed to the Seller shall become immediately due and payable;

24.4.2 the Buyer shall immediately discontinue the use of the Seller's Trade Marks and/or any Branded Materials associated with and/or provided by the Seller and make available for collection by the Seller all such property and materials and allow access for collection by the Seller or the Seller's agents;

24.4.3 any and all obligations of the Seller hereunder for the sale of Product to Buyer shall cease; and

24.4.4 any orders for the Product which have been accepted but have not been fulfilled by the Seller may be cancelled at the Seller's option without any liability on behalf of the Seller.

24.5 Subject to clause 24.4, termination or expiry of this Agreement by either party and for any reason shall be without prejudice to any rights or obligations existing or that may have accrued as at the date of such termination or expiry or which may accrue subsequent thereto to either Party.

25 LIABILITY

25.1 Nothing in this clause 25 shall limit the Buyer's payment obligations under this Agreement.

25.2 Neither Party shall have any liability to the other Party under or in connection with this Agreement for any actual or anticipated:

(a) loss of profit, except to the extent it forms part of the express charges payable to the Seller;

(b) loss of savings, sales, business, revenue or opportunity;

(c) loss of, or damage to, reputation or goodwill; or

(d) any other losses resulting from business interruption, plant shutdown or reduced production,

whether caused by its negligence, breach of contract, tort or breach of statutory duty of that Party, by its employees, agents or otherwise, regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable or is in the contemplation of the Parties.

25.3 Neither Party will be liable to the other for any special, indirect, or consequential loss, of any type.

25.4 Subject to clause 25.5 only, and notwithstanding anything else to the contrary in this Agreement, the Seller's total liability to the Buyer arising under or in connection with this Agreement, whether as a result of breach of contract, breach of warranty, misrepresentation, breach of statutory duty, restitution, negligence or other torts or otherwise, shall be limited to:

(a) £50,000 in respect of any individual event or a series of related events; and

(b) £50,000 per Contract Year per Premises in aggregate in respect of all claims arising under or in connection with this Agreement.

25.5 Nothing in this Agreement shall limit or exclude either Party's liability for:

(a) death or personal injury resulting from negligence of that Party;

(b) fraud or fraudulent misrepresentation;

(c) any claim by the Seller in relation to the Seller's Trade Marks and/or the Seller's Intellectual Property;

(d) the Buyer's obligation to make payment to the Seller pursuant to the express terms of this Agreement;

(e) the indemnities set out in clauses 16.3.17, 16.6, 17.5, 21.3 and 22.5; and

(f) any other losses which cannot be lawfully excluded or limited.

25.6 The exclusions and limitations of liability will survive the termination or expiry of this Agreement.

26 TIME BARS

26.1 Without derogating from the specific time limits set out in clauses 9.4 and 12.5, legal proceedings in respect of any claim or dispute that arises out of or in connection with this Agreement shall be commenced within one (1) year of:

(a) in respect of any claims arising in relation to a specific scheduled Delivery of Product, the date on which that Product was Delivered in, or in the case of total loss or failure to Deliver, the date upon which the Product should have been Delivered; or

(b) in all other cases, withing one year of the Expiry Date.

26.2 If legal proceedings are not commenced within the time limits specified, the claim shall be time barred and any liability or alleged liability of the other Party shall be fully and finally extinguished.

27 ASSIGNMENT AND NOVATION

27.1 This Agreement shall not be assigned or transferred in whole or in part by the Buyer directly or indirectly and the Buyer shall not subcontract any of its obligations under this Agreement without the prior written approval of the Seller.

27.2 The Seller shall be free to assign this Agreement either in whole or in part including but not limited to the right to assign its receivables under this Agreement.

27.3 The Seller shall be free to subcontract its obligations under this Agreement either in whole or in part to a third party without the consent of the Buyer.

27.4 The Buyer agrees in advance to the novation of this Agreement by the Seller to any of Seller's Affiliates in connection with reorganisation of the Seller's group. The Seller shall give the Buyer not less than five (5) days' prior notice of such novation, and the novation will take effect on the date stated within the notice. The Buyer agrees promptly to execute and deliver such documents, and to take such other actions, as the Seller may reasonably require to give effect to the novation of this Agreement.

28 DISPOSAL OF PREMISES OR BUSINESS

28.1 Notwithstanding clause 27, the Buyer shall not sell, transfer or otherwise dispose of part or all of the Premises or its business to a third party purchaser(s) unless the Buyer has first notified the Seller in writing of the intended sale, transfer or similar arrangement and the Seller has consented to the same, which consent may be withheld at the Seller's sole discretion. Without prejudice to the foregoing, the Buyer shall not be released from its obligations under this Agreement unless:

28.1.1 the new proposed owner or purchaser is acceptable to, and enters into an agreement with, the Seller and provides acceptable security for supply of the Products and Equipment;

28.1.2 all payments due from the Seller under the Agreement are complete and up to date; and

28.1.3 where the Premises are subject to any mortgage or legal charge securing money owing to the Seller, all monies, costs and any interest secured under the said mortgage or legal charge have been paid to the Seller or otherwise secured to the Seller's satisfaction.

29 ANTI-BRIBERY AND ANTI-CORRUPTION

29.1 The Seller and the Buyer will base their relationship on mutual respect, honesty, and integrity. Neither Party may accept or solicit gifts, entertainment, or other social favours to influence business decisions. Courtesies of nominal value and social invitations customary and proper under the circumstances are not unethical as long as they imply no business obligation whatsoever or do not involve significant or out-of-the-ordinary expense.

29.2 The Buyer shall, and shall ensure that all its Affiliates and Representatives shall, act in accordance and compliance with:

29.2.1 all relevant anti-bribery and anti-corruption laws and guidance (including the UK Bribery Act 2010);

29.2.2 good ethical trading practices and standards, the Modern Slavery Act 2015, any other Applicable Laws relating to employment and/or right to work requirements, and in a manner reflecting a commitment to safety and human rights in the workplace; and

29.2.3 the Seller's codes of business conduct, charters, guidelines and commitments to sustainable development and social responsibility in force from time to time (copies of which can be provided to the Seller on request).

30 GENERAL

30.1 Each party represents and warrants to the other that:

30.1.1 if it is a company:

(a) it is duly authorised to enter into this Agreement;

(b) it is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has the corporate power and authority to execute, deliver and perform the terms and provisions of this Agreement; and

(c) the performance of its obligations under this Agreement does not and will not violate or conflict with its charter or by-laws,

or

30.1.2 if it is an individual, it has full legal capacity and authority to enter into, execute, deliver and perform the terms and provisions of this Agreement.

30.2 This Agreement shall not constitute or be deemed to constitute a partnership or joint venture of any kind between the Parties. Nothing in this Agreement shall give rise to the establishment by one Party of the other as its legal representative or agent for any purpose whatsoever and neither Party shall have the right to assume, create or incur any liability or any obligation of any kind express or implied in the name of or on behalf of the other or otherwise to bind the other in any way.

30.3 Except to the extent expressly specified herein, this Agreement contains the entire agreement between the Buyer and the Seller in relation to the subject matter hereof and supersedes and replaces all other terms, agreements, documents (including those stated on any purchase orders) and/or statements to the exclusion of all other terms either Party seeks to impose or incorporate in relation to such subject matter.

30.4 Any notice under this Agreement shall be in English and in writing and may be delivered: **(i)** personally or by courier, or sent by pre-paid first class mail, special delivery, registered post or recorded delivery to the addresses specified in the Specific Terms (where there is no address specified in the Specific Terms then any notice shall be addressed (a) for the Seller at its registered address and (b) for the Buyer at either its registered address, its principal place of business, and/or the Premises) and/or **(ii)** by email to (a) for the Seller - legal@eetfuels.com, and (b) for the Buyer to the email address specified in the Specific Terms or such other email address as has been notified by the Buyer to the Seller or used by the Buyer in past communications with the Seller. Any notice shall be deemed to have been received:

(a) if delivered personally, at the time of delivery;

(b) if sent by courier, on the date and time recorded by the courier as having been delivered;

(c) if sent by pre-paid first class mail, registered post or recorded delivery, at 9:00 am on the second Business Day after posting; and

(d) if sent by email shall be deemed received on the Business Day on which it is sent, provided that no automated delivery failure or out-of-office message indicating non-receipt is received by the sender.

For the purposes of this clause 30.4, a notice received outside Business Hours shall be deemed received on the next Business Day.

30.5 Each Party agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than in the case of fraud or as expressly set out in this Agreement.

30.6 If at any time any provision of this Agreement is or becomes illegal, invalid, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

30.7 Save as otherwise expressly permitted in this Agreement, no amendment or modification of any of the provisions of this Agreement or the rights or obligations of the Parties shall be valid unless it is agreed in writing by and is signed on behalf of each of the Parties.

30.8 No delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

30.9 The Seller may exercise any of its rights or obligations under this Agreement through any of its Affiliates, trading divisions and/or any other entity controlling, controlled by or under common control with the Seller.

30.10 Where any clause in this Agreement confers a benefit or benefits on an Affiliate of either the Buyer or the Seller (each a "**Third Party Beneficiary**") the Parties intend that each Third Party Beneficiary shall be entitled by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce the benefits conferred on it by such clauses.

30.11 Except as provided in clause 30.10, the Parties do not intend that any term of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

30.12 No variation or termination of this Agreement, even if that variation or termination affects the benefit conferred on a Third Party Beneficiary, shall require the consent of any Third Party Beneficiary.

30.13 This Agreement may be executed or delivered by original or electronic means and in counterparts, each of which when so executed or delivered shall be an original and all of which when taken together shall constitute one and the same agreement.

30.14 The Seller and the Buyer will not, without the prior written consent of the other, either (a) disclose the other Party's

Confidential Information in furtherance to anyone other than those officers, employees, agents, subcontractors, banks or financiers who need to know it in connection with this Agreement and have agreed to be bound by these obligations of confidentiality or (b) use the other Party's Confidential Information for any purpose other than in furtherance of this Agreement. The Seller shall be permitted to disclose the Buyer's Confidential Information:

(a) in connection with a securitisation or other funding transaction in relation to this Agreement and any receivables under it; and

(b) to its credit insurer for the purpose of obtaining and managing credit insurance.

30.15 Neither Buyer nor the Seller will use the name or trademark of the other in any material prepared for public announcement, general publication or distribution to any third party without obtaining prior written permission of the other Party. Notwithstanding the foregoing, either Party may distribute a copy of this Agreement to any subsidiary, Affiliate, agent, or subcontractor for the purpose of performance hereunder.

31 GOVERNING LAW AND JURISDICTION

31.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, formation, termination or expiry (including non-contractual disputes or claims) shall be governed by English law and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 - DEFINITIONS

- "**Additional Charges**" shall mean the Demurrage Fee, the Failed Delivery Fee, the Product Left on Board Fee and any other additional fees or charges due from the Buyer to the Seller in accordance with the terms of this Agreement, other than the standard Price components, as specified in the Specific Terms and/or ascertained in accordance with clause 11.4;

- "**Affiliate**" in relation to an entity means any other entity that directly or indirectly, Controls, or is Controlled by, or is under common Control with that first entity;

- "**Agreement**" means the agreement between the Seller and the Buyer on terms set out or evidenced in the Specific Terms and incorporating these Retail GTCs;

- "**Agreement Date**" means the date expressly labelled as the "agreement date" in the Specific Terms, or otherwise specified as the effective date of this Agreement in the Specific Terms, or if no such date has been specified in the Specific Terms then the date being the earlier of: (a) the date one (1) Month before the first (1st) day of the earliest Supply Period or (b) the date on which the Specific Terms have been executed or otherwise formally agreed by the Parties;

- "**Annual Volume**" means the quantity of each Product that the Buyer is required to order and pay for in the relevant Contract Year, calculated as a proportion of the Contract Volume;

- "**Applicable Laws**" means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, byelaws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time;

- "**Base Rate**" means the component of the Price calculated in accordance with clause 11 and the pricing details set out in the Specific Terms;

- "**Bio-freight Cost**" means the Seller's costs relating to transportation of renewable fuels for compliance with the RTGO Obligations;

- "**Branded Materials**" means any advertising materials, signs or other items or materials bearing the Seller's Trade Marks;

- "**Business Day**" means any day other than a Saturday or Sunday on which banks are open for general business in London;

- "**Buyer**" means the Party to this Agreement specified as the buyer of the Product in the Specific Terms;

- "**Confidential Information**" means any information disclosed by one Party to the other, whether orally, in writing, electronically or by any other means, that is proprietary, commercially sensitive, or otherwise not publicly available, and which is either marked as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, any business plans, financial data, trade secrets, technical information, customer and supplier details, contractual terms and any of that Party's Intellectual Property;

- "**Contract Volume**" means the volume of Product specified in the Specific Terms as being the quantity of Product the Buyer will purchase at a Delivery Location during a Supply Period;

- "**Contract Year**" means a period of twelve (12) Months commencing on the Supply Start Date or any anniversary of it;

- "**Control**" means the beneficial ownership of more than fifty percent (50%) of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company;

- "**Credit Review**" has the meaning given to it in clause 13.3;

- "**CSO**" means the compulsory stock obligation the Seller is subject to, which is administered by the Department for Business, Energy & Industrial Strategy;

- "**Customer Portal**" means the Seller's online platform for placing of ground fuel orders, the details of which have been shared by the Seller with the Buyer;

- "**Daily (D-1)**" shall mean a Quotational Period equal to the Business Day immediately prior to the date of Delivery;

- "**Daily (D-2)**" shall mean a Quotational Period equal to the second Business Day prior to the date of Delivery;

- "**Delivery**" means delivery of the Product at the point where the risk in the Product is transferred to the Buyer in accordance with clause 10.1, and terms such as "**Deliver**", "**Delivered**", "**Delivering**", "**Deliveries**" and "procure to be **Delivered**" shall be construed accordingly;

- "**Delivery Location**" means the Premises at which the Seller shall Deliver the Product, as specified in the Specific Terms;

- "**Demurrage Fee**" means the fee charged by the Seller to the Buyer in accordance with the terms of this Agreement in respect of any delay to the Seller's delivery vehicle at the Delivery Location, at a rate specified in the Specific Terms and/or ascertained in accordance with clause 11.4;

- "**Developmental Fuels Costs**" means the Seller's costs of complying with the obligation imposed under the Renewable Transport Fuel Obligations Order 2007 (as amended) on suppliers of transport fuel and relating to the requirements to supply qualifying development fuels, as applicable to the Seller;

- "**Equipment**" means the equipment purchased and/or rented, and services received, by the Buyer from the Seller or any authorised third party (as notified to the Buyer from time to time), as listed in the Specific Terms, or as otherwise agreed by the Parties on or around the Agreement Date;

- "**Equipment Costs**" has the meaning given to it in clause 17.217.2;

- "**Expiry Date**" means the last day of the last Supply Period specified in the Specific Terms or otherwise ascertained in accordance with the Specific Terms;

- "**Failed Delivery Fee**" means the fee charged by the Seller to the Buyer in accordance with the terms of this Agreement in respect of the failed Delivery of the Product at a rate specified in the Specific Terms and/or ascertained in accordance with clause 11.4;

- "**Force Majeure Event"** means any event or circumstance whatsoever whether in existence before, on or after the Agreement Date which is not within the reasonable control of the Seller or the Buyer as the case may be, whether or not the affected party could foresee it happening, without limitation, the following events and circumstances will always be deemed to constitute a Force Majeure Event: any (or the apprehension of any) strike, lockout or labour dispute (whether or not the settlement shall be at the discretion of the party in question) or any government order or restriction or compliance with any order or request of any national, super-national, provincial, port or any other public authority or any person purporting to act for such authority, or a Turnaround, or by failure, total or in part of any of Seller's or Seller's suppliers' existing or contemplated sources of supply of crude petroleum, the product or any of them, or any other petroleum products or the means of delivery thereof howsoever such failure is caused, and for the avoidance of doubt, this includes closure or standstill of production facilities, depots or other delivery facilities utilised by the Seller or any third party in relation to the performance of Seller's obligations under this Agreement;

- "**Fuel Duty**" means the excise duty applied in pence per measured litre at the applicable HMRC level;

- "**GPPL**" means the component of the Price calculated by converting the applicable Grade Premium from US$/tonne to pence per litre using the methodologies set out at clauses 11.1(b) and 11.1(c);

- "**Grade Premium**" means the applicable price uplift for each grade/type of Product expressed in US$/tonne, as set out in the Specific Terms;

- "**HSE Requirements**" means all applicable statutory health, safety and environmental requirements and all local health, safety and environmental requirements which are notified to the Buyer by the Seller or which are notified to the Seller by the Buyer from time to time;

- "**Insolvency Event**" means a Party initiates or becomes the subject of any procedure or action or proceedings pursuant to local bankruptcy or insolvency legislation which is uncontested and results in that Party being recognised at law as being subject to a moratorium or in external administration or insolvency or winding up in insolvency; or a court appoints a receiver, liquidator, trustee or other similar external administrator or official under local bankruptcy or insolvency legislation to administer all or substantially all the assets of a Party or a composition by a Party has been approved by a court having jurisdiction or a compromise or arrangement has been made binding by the court on a Party and all the

Party's creditors; or a Party enters into an unofficial compromise or settlement, in full and final settlement of its debts, with a majority of its creditors and which that Party is a party to; or in the case of the Buyer, such circumstances exist which in the reasonable opinion of the Seller or Seller's credit insurer is equivalent to any one of circumstances previously listed;

- "**Intellectual Property**" means any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world;

- "**Into-tank Delivery**" means delivery into the Buyer's fuel storage facility;

- "**Large Order Discount**" means a discount that will be applied by the Seller in respect of any Load nominated by and Delivered to the Buyer above the Standard Load Size, as reasonably calculated by the Seller to reflect that the fixed trip costs (i.e. haulage costs) of the Delivery for the relevant Load are spread across a greater volume of the Product;

- "**Legal Requirement**" means any law, regulation, licence or directive of a local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of any country which has jurisdiction over the Parties or the subject matter of this Agreement;

- "**Load**" means an individual consignment of the Product nominated by the Buyer for Delivery under this Agreement, representing a distinct shipment scheduled for loading and/or discharge at a specified time and location, in accordance with terms of this Agreement;

- "**Low Volume Charge**" means a charge to be paid by the Buyer to the Seller in respect of any Volume Shortfall in accordance with the terms of this Agreement, and shall calculated by multiplying the relevant Volume Shortfall by the Premium adjusted down for the proportion of trip costs (i.e. haulage costs) which have not been incurred by the Seller;

- "**Month**" means a calendar month;

- "**Monthly Lagged (M-1)**" shall mean a Quotational Period equal to the whole Month immediately prior to the Month in which Delivery takes place;

- "**Monthly Lagged (M-2)**" shall mean a Quotational Period equal to the second whole Month prior to the Month in which Delivery takes place (i.e. the whole Month immediately prior to Monthly Lagged (M-1));

- "**Monthly Tolerance**" means the degree, as specified in the Specific Terms in the form of a +/- percentage, by which the total quantity of Product ordered by the Buyer in each Month can differ from the Monthly Volume and/or where not specified in the Specific Terms, then the percentage shall be 0%;

- "**Monthly Volume**" means for each Product the Contract Volume divided by the number of Months in the corresponding Supply Period;

- "**Parties**" means the Seller and the Buyer together, and a "Party" means either of the Parties as applicable;

- "**Premises**" means any of the Buyer's premises to which the Seller Delivers the Product, or from which the Seller does or intends to resell the Product purchased from the Buyer;

- "**Premium**" means the premium component of the Price as specified in the Specific Terms;

- "**Price**" means the price payable for each litre of Product calculated in accordance with clause 11;

- "**Product**" means the ground motor fuel product(s) specified in the Specific Terms;

- "**Product Left on Board Fee**" means the fee that will be charged by the Seller to the Buyer in accordance with the terms of this Agreement in respect of the Buyer's failure to accept Delivery of a full nominated Load quantity of the Product, at a rate specified in the Specific Terms and/or ascertained in accordance with clause 11.4;

- **"Quotational Period"** means the period of time used to calculate the average price of the Product, in accordance with a price index, specified in Schedule 1 (Price) in the Specific Terms. If unspecified, the Quotational Period shall be

“Weekly Lagged (W-1)” or “Daily (D-2)” as determined by the Seller.

- “**Refinery**” means Stanlow Refinery, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, CH65 4HB;

- “**Renewable Transport Fuel Certificates**” or “**RTFCs**” means the certificates issued by the Department for Transport under the Renewable Transport Fuel Obligations (Amendment) Order 2021 No.140;

- “**Representatives**” of a Party means its directors, officers, employees, contractors, sub-contractors and advisors;

- “**Restricted Products**” means (i) substances liable to spontaneous combustion, (ii) firearms, ammunition or other weapons, (iii) fireworks, (iv) radioactive materials, (v) drugs (other than those typically available over the counter at a convenience store), (vi) prostitution, (vii) gambling (other than national lottery or associate products), (viii) other items with the potential to cause offence, either by their nature or by the manner in which they are sold, e.g. sexually explicit adult products (ix) and any other products or services that cannot be legally sold at service stations;

- “**Retail GTCs**” or “**Retail General Terms and Conditions**” means these General Terms and Conditions for Supply of Ground Fuels (Retail);

- “**RTFO Obligations**” means the obligation imposed under the Renewable Transport Fuel Obligations Order 2007 (as amended) on suppliers of transport fuel and relating to the requirements to supply qualifying renewable fuels, as applicable to the Seller;

- “**SDS**” has the meaning given to it in clause 16.3.1;

- “**Services**” means the following services that may be provided at the Premises: (a) shops, convenience stores, restaurants and cafeterias; (b) vehicle care, reparation and maintenance services, including oil change services; (c) car washing services; (d) loyalty cards (including in electronic format); (e) cards used in relation with car washing; (f) fuel cards, fuel vouchers and associated services; and/or (g) such other services as have been agreed by the Seller and the Buyer in writing.

- “**Seller**” means the Party to this Agreement specified as the seller of the Product in the Specific Terms;

- “**Seller Group**” has the meaning given to it in clause 16.6;

- “**Seller’s Trade Marks**” means the name “Essar”, the Seller’s “Positive Action” (“P.A”) symbol, and/or any trade mark, trade name, distinctive colour scheme or other marketing indicia or item of Intellectual Property owned by the Licensor, or the Seller or any of its Affiliates (whether it contains the word "Essar" or not);

- “**Small Order Surcharge**” means a surcharge that will be charged by the Seller to the Buyer in respect of any Load nominated by and Delivered to the Buyer below the Standard Load Size, as reasonably calculated by the Seller to reflect that the fixed trip costs (i.e. haulage costs) and other fixed costs of the Delivery for the relevant Load are spread across a smaller volume of the Product;

- “**Specific Terms**” means the express terms agreed between the Parties, in whatever form including without limitation a binding term sheet, contract, contract confirmation, recap or email exchanges, incorporating by reference these GTCs and including all Supply Schedules;

- “**Specification**” means the specification for each type of Product as identified by the Seller by reference to the relevant British Standard (or equivalent);

- “**Standard Load Size**” means the default size for Loads to be Delivered under this Agreement, as specified in the Specific Terms;

- “**Supply Start Date**” means the first (1st) day of the first Supply Period under this Agreement;

- “**Supply Period**” means the period of time during which the Buyer will purchase the full Contract Volume of Product for Delivery at the specified Delivery Location, starting with the Supply Period Start Date and lasting for the Supply Period Duration specified in the Specific Terms;

- “**Supply Schedule(s)**” means each detailed set of terms agreed by the Parties for the Delivery of Product(s) at one or more locations, including without limitation the details of the relevant Premises and the corresponding Equipment, Product type(s)/grade(s), Supply Period Start Date(s) and Duration(s), Contract Volumes(s), Monthly Tolerance(s), Quotational Period(s) and Premium(s), forming part of the Specific Terms;

- "**Term**" has the meaning given to it in clause 3.1;

- "**Third Party Beneficiary**" has the meaning given to it in clause 30.10;

- "**Turnaround**" means a period of time during which the Seller's and/or the Seller's Affiliate's oil refineries and/or other production facilities are closed, shut down and/or taken out of operation for refurbishment, renewal or any other upgrade maintenance work;

- "**Volume Shortfall**" means the difference between the total quantity of Product purchased and paid for by the Buyer during the period in question, and the aggregate Monthly Volumes for that same period, if such difference is negative;

- "**Weekly Lagged (W-1)**" shall mean a Quotational Period equal to the whole working week immediately prior to the calendar week in which Delivery takes place;

- "**Weekly Lagged (W-2)**" shall mean a Quotational Period equal to the second whole working week prior to the calendar week in which Delivery takes place (i.e. the working week immediately prior to Weekly Lagged (W-1));