

TERMS OF BUSINESS

1. Unless otherwise agreed in writing by Consols Oils, all petroleum products are supplied on the following conditions to the exclusion of any terms or conditions stipulated by the Customer and or any representations, warranties or communications not expressly incorporated herein.
2. All transactions are strictly "Cash on delivery" unless previous written arrangements are made with Consols Oils.
3. All goods remain the property of Consols Oils until paid for in full.
4. Cheques shall not be regarded as payment until honoured by the customers bank.
5. Accounts not settled within seven days following delivery will be liable to a 10 per cent surcharge.
6. Any dishonoured cheque will render the customer liable to a £15 handling charge.
7. Products supplied by Consols Oils will be charged at prices ruling on the day of delivery irrespective of the day of order. VAT, where applicable, will be added at the prevailing rate.
8. It is the customers sole responsibility to ensure that tanks will accept the full quantity of product ordered.
9. It is the customers responsibility for providing safe and clear access for Consols Oils vehicles and staff. Consols Oils shall not be liable in respect of any injury, loss or damage of any kind and how so ever arising whilst on customers premises. The direct negligence by Consols Oils is solely excepted.
10. The insurable risk in the goods supplied shall pass to the customer when the customer takes delivery.
11. Customers are to accept Consols Oils measurement of quantity through duly certified metering equipment.
12. Whilst every effort will be made to deliver to the time requested by the customer, Consols Oils reserve the right to alter load schedules according to operational needs,
13. Customers requesting specific delivery times, "Out of Hours" or emergency deliveries may be liable to a surcharge at Consols Oils discretion.

14. Deliveries with awkward or restricted access necessitating use of a small tanker will incur a surcharge dependent on the degree of difficulty involved.
15. The receipt of goods implies customers acceptance of these conditions which constitute a legally binding contract with Consols Oils.