



National Partner Distribution Model

1. Delivery Instructions

The Supplier shall deliver fuel strictly in accordance with the delivery instructions provided by us, including product type, quantity, delivery location, access information and any site-specific requirements.

The Supplier must immediately notify us of any issue that may prevent successful completion of the delivery before leaving the delivery location. No delivery shall be abandoned without our prior authorisation unless prevented by safety concerns or circumstances beyond the Supplier's reasonable control.

2. Delivery Performance

The Supplier shall use all reasonable skill, care and diligence to complete deliveries on the agreed date and within the agreed delivery window.

The Supplier is responsible for ensuring that:

- The correct fuel product is loaded.
- The correct quantity is delivered.
- The delivery vehicle is suitable and roadworthy.
- Drivers are appropriately trained, licensed and competent.
- All relevant health, safety and environmental regulations are complied with.

3. Failed Deliveries

A failed delivery occurs where a delivery cannot be completed, is only partially completed or is completed incorrectly.

Where a failed delivery results from circumstances within the Supplier's reasonable control, including but not limited to:

- Driver error.
- Loading the incorrect product.
- Loading an insufficient quantity.
- Failure to attend the delivery location.
- Failure to follow delivery instructions.
- Delivering to the incorrect location.
- Failure to comply with site access requirements provided in advance.

The Supplier shall:

- Not be entitled to payment for the failed delivery.
- Be responsible for any redelivery costs.
- Indemnify us for all reasonable losses, costs and expenses incurred as a result.

Such costs may include:

- The cost of arranging an alternative supplier.
- Additional transport costs.
- Customer compensation payments.
- Product replacement costs.
- Losses arising from customer claims.
- Any other reasonably foreseeable direct losses arising from the failed delivery.

4. Customer Not Available / Site Issues

Where a delivery cannot be completed due to circumstances outside the Supplier's control, including:

- Customer not present.
- Site closed.
- Site tank unavailable.
- Unsafe delivery conditions.
- Access restrictions not previously notified.
- Customer refusal of delivery.
- Other customer-related issues.

The Supplier may be entitled to a failed delivery charge provided that:

- Attendance at site can be evidenced.
- The Supplier has contacted us at the time of the attempted delivery.
- Reasonable efforts were made to complete the delivery.
- The charge is in accordance with agreed rates.

5. Charges

All rates, surcharges, waiting time charges, abortive delivery charges and other fees must be agreed in writing in advance.

No additional charges shall be payable unless:

- They have been pre-approved by us in writing.
- They are expressly set out within an agreed pricing schedule.

Any unauthorised charges may be deducted from invoices or rejected in full.

6. Evidence of Delivery

The Supplier shall provide acceptable proof of delivery (POD) for every completed delivery, including:

- Date and time of delivery.
- Delivery address.
- Product delivered.
- Quantity delivered.

We reserve the right to reject any claim or invoice where satisfactory evidence of delivery is not provided.

7. Evidence of Failed Delivery

For any failed or aborted delivery charge, the Supplier must provide:

- Date and time of attendance.
- Detailed reason for failure.
- Driver notes.
- Photographic evidence where applicable.
- Copies of communications with the customer.
- Any other supporting documentation reasonably requested.

Failure to provide sufficient evidence may result in rejection of the claim.

8. Product Quality and Liability

The Supplier warrants that all fuel supplied:

- Meets applicable UK industry standards and specifications.
- Is free from contamination.

- Corresponds with the product ordered.
- Is fit for its intended purpose.

The Supplier shall be liable for all losses, claims, damages, clean-up costs, contamination costs and customer claims arising from the supply of contaminated, incorrect or defective product.

9. Insurance

The Supplier shall maintain adequate insurance cover, including:

- Public Liability Insurance of not less than £5 million.
- Employers' Liability Insurance as required by law.
- Motor and Goods-in-Transit Insurance appropriate for fuel transportation.

Evidence of insurance shall be provided upon request.

10. Compliance

The Supplier shall comply with:

- All applicable laws and regulations.
- ADR requirements.
- Health and Safety legislation.
- Environmental regulations.
- Road transport regulations.
- Any customer site rules notified in advance.

11. Indemnity

The Supplier shall indemnify and keep indemnified us against all losses, claims, damages, liabilities, costs and expenses arising directly or indirectly from:

- The Supplier's negligence.
- Breach of these Terms and Conditions.
- Product contamination.
- Environmental incidents.
- Personal injury or property damage caused by the Supplier.
- Any act or omission of the Supplier, its employees or subcontractors.

12. Invoice Disputes

We reserve the right to:

- Reject any invoice containing unauthorised charges.
- Withhold payment of disputed amounts.
- Deduct any losses or costs incurred as a result of the Supplier's breach of these Terms from amounts otherwise due.

Undisputed amounts shall remain payable in accordance with agreed payment terms.

13. Limitation of Supplier Charges

Under no circumstances shall the Supplier charge demurrage, waiting time, failed delivery fees, cancellation fees or other additional costs unless expressly agreed in writing before the charge is incurred.

14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Commercial Terms and Payment

15.1 Relationship Between the Parties

15.1.1 The Supplier acknowledges and agrees that:

- a) We shall contract directly with the end customer for the sale and supply of fuel and associated services.
- b) The Supplier shall provide fuel supply and delivery services solely in accordance with our instructions.
- c) No contractual relationship shall arise between the Supplier and the end customer unless expressly agreed in writing.
- d) The Supplier shall not represent itself as acting on behalf of the end customer or as having any direct contractual rights against the end customer.
- e) The Supplier shall not invoice, pursue payment from or otherwise seek to establish a direct commercial relationship with any end customer introduced by us except with our prior written consent.

15.2 Orders

15.2.1 Delivery instructions issued by us shall constitute an order for the purposes of these Terms.

15.2.2 The Supplier shall fulfil all orders strictly in accordance with the delivery details, product specification, quantity, location and timing requirements provided by us.

15.2.3 The Supplier shall not substitute product, amend quantities or vary delivery arrangements without our prior written approval.

15.3 Pricing

15.3.1 The prices payable to the Supplier shall be those agreed in writing between the parties from time to time.

15.3.2 Agreed prices shall be deemed to include all costs associated with the fulfilment of the delivery unless otherwise expressly agreed in writing.

15.3.3 No surcharge, administration charge, waiting time charge, mileage charge, cancellation fee, demurrage charge or any other fee shall be payable unless approved in advance by us in writing.

15.4 Invoicing

15.4.1 Following completion of a delivery, the Supplier shall submit a valid VAT invoice to us.

15.4.2 Each invoice shall contain:

- a) Delivery date;
- b) Customer reference;
- c) Delivery location;
- d) Product type;
- e) Quantity delivered;
- f) Agreed unit price;
- g) Total amount payable; and
- h) Details of any pre-approved additional charges.

15.4.3 The Supplier shall provide satisfactory Proof of Delivery documentation in support of each invoice.

15.4.4 We reserve the right to reject any invoice which does not contain adequate supporting information or evidence of delivery.

15.5 Payment Terms

15.5.1 Subject to compliance with these Terms, undisputed invoices shall be paid within thirty (30) days from the end of the month in which a valid invoice is received unless otherwise agreed in writing.

15.5.2 Payment shall be made by electronic transfer to the bank account nominated by the Supplier.

15.5.3 Payment by us shall not constitute acceptance that the Supplier has complied with these Terms and shall not prejudice any rights or remedies available to us.

15.6 Disputed Invoices

15.6.1 We may withhold payment of any invoice or part of an invoice where:

- a) The invoice contains unauthorised charges;
- b) The delivery is disputed;
- c) Proof of Delivery is unavailable or unsatisfactory;
- d) The invoice contains errors or omissions; or
- e) We reasonably believe the amount claimed is inaccurate.

15.6.2 The parties shall cooperate in good faith to resolve any invoice dispute promptly.

15.6.3 Payment of any undisputed portion of an invoice shall not be delayed solely because another portion is disputed.

15.7 Right of Set-Off

15.7.1 We may deduct, withhold or set-off against any sums due to the Supplier any amounts owed by the Supplier to us, including but not limited to:

- a) Customer compensation payments;
- b) Alternative supply costs;
- c) Product replacement costs;
- d) Redelivery costs;
- e) Claims arising from contamination, shortages, misdelivery or incorrect product;
- f) Costs incurred as a result of failed deliveries; and
- g) Any other losses recoverable under these Terms or at law.

15.8 Credit Risk

15.8.1 The Supplier acknowledges that its sole right to payment shall be against us and not the end customer.

15.8.2 The Supplier shall have no right to pursue, invoice, place a lien upon, commence recovery action against or otherwise seek payment directly from any end customer.

15.8.3 Non-payment, late payment or insolvency of an end customer shall not entitle the Supplier to seek payment directly from that customer unless expressly authorised by us in writing.

15.9 Title and Risk

15.9.1 Unless otherwise agreed in writing:

- a) Risk in the fuel shall remain with the Supplier until the fuel has been successfully delivered into the customer's designated tank or storage facility.
- b) Title to the fuel shall pass to us upon successful completion of delivery and acceptance of the applicable delivery documentation.

15.10 Audit and Record Keeping

15.10.1 The Supplier shall maintain complete and accurate records relating to deliveries, invoices, charges and supporting documentation for a period of not less than six (6) years.

15.10.2 Such records shall be made available to us for inspection upon reasonable notice.

15.11 Non-Circumvention and Customer Protection

15.11.1 The Supplier acknowledges that customer details, enquiries, orders, contacts, delivery locations, pricing information, business opportunities and related information provided by us constitute confidential and commercially valuable information.

15.11.2 During the term of the Agreement and for a period of twenty-four (24) months following the completion of the last delivery undertaken on our behalf, the Supplier shall not, directly or indirectly:

- a) Solicit, canvass or seek business from any customer introduced by us;
- b) Supply fuel or related services directly to such customer;
- c) Seek to divert, transfer or interfere with the commercial relationship between us and such customer;
- d) Encourage any customer to cease, reduce or alter its business relationship with us; or
- e) Use information obtained through its relationship with us for the purpose of competing with us.

15.11.3 For the purposes of this clause, a customer shall be deemed to have been introduced by us where the

Supplier became aware of that customer, its requirements, delivery location or contact details through any order, enquiry, quotation request, tender, delivery instruction or communication originating from us.

15.11.4 Nothing in this clause shall prevent the Supplier from continuing to trade with a customer where the Supplier can demonstrate through contemporaneous written records that:

- a) The customer was an established active customer of the Supplier prior to any introduction by us; and
- b) The business undertaken is independent of and unrelated to services provided under this Agreement.

15.11.5 The Supplier acknowledges that a breach of this clause may cause significant commercial loss which may be difficult to quantify and that monetary damages alone may be an inadequate remedy.

15.11.6 Without prejudice to any other rights or remedies available, we shall be entitled to seek injunctive relief and recover all losses, damages, costs and expenses arising from a breach of this clause.

15.11.7 The provisions of this clause shall survive termination of the Agreement for any reason.