

NWF FUELS ONLINE SUPPLY TERMS AND CONDITIONS

INTRODUCTION

These Conditions (as defined below) set out the entire terms and conditions upon which the Company (as defined below) has agreed to supply goods and/or services to the Customer (as defined below) via the Website (as defined below).

These Conditions apply to the supply by the Company of Goods and Services (both as defined below) to Business Customers and Domestic Customers (both as defined below). In some parts of these Conditions, the Customer will have different rights depending on whether the Customer is a Business Customer or a Domestic Customer. Where certain provisions are intended to apply specifically to Business Customers or Domestic Customers (as the case may be), this is expressly made clear in the relevant clause.

Where the Customer is a Domestic Customer, the Company acknowledges that it is required by consumer laws to provide the Customer with certain information before the Contract (as defined below) is formed pursuant to clause 2.6. Details of the Company are set out as part of the definition of "Company" below in clause 1.1.

The Customer can contact the Company by telephoning its customer service team on 0330 124 6570; writing to the Company at Jack Mills Way, Crewe CW2 5RX or to its email address at CST@nwffuels.co.uk or by submitting the form on the 'Contact Us' page of the Website. The Company's registered VAT number is 278838788. How to give the Company formal notice of any matter under the Contract is set out in clause 11.11. If the Company has to contact the Customer for any reason, then save as expressly set out in these Conditions, the Company will send an email to the email address the Customer provided to the Company in the Order (as defined below).

The Company strongly recommends that the Customer reads these Conditions carefully and fully understands them before placing an Order with the Company. To the extent that the Customer considers that there may be a mistake in these Conditions, the Customer shall promptly inform the Company.

The Company requests that the Customer keeps a copy of these Conditions and prints out these Conditions from the Website by clicking on the "Print" icon on the Customer's browser so that the Customer can keep them for their records and future reference.

The most up-to-date version of the Conditions will always be displayed on the Website. Customers are encouraged to review these before placing an Order to ensure that they know about any changes which may have been made since their last visit to the Website. The Conditions then in force at the relevant time the Customer submits an Order shall be the terms that apply to the Contract (as may be amended in accordance with the Conditions).

These Conditions were most recently updated in February 2023. These Conditions and the Contract are made only in the English language.

When attempting to submit an Order for any Goods and/or Services through the Website, the Customer will be asked to tick a box to confirm their agreement to these Conditions. If the Customer refuses to accept these Conditions, the Customer will not be able to submit an Order for Goods and/or Services through the Website.

By ticking the box in accordance with the paragraph above and by clicking the “Pay Securely” button and submitting an Order, this shall always constitute the Customer’s unqualified acceptance of these Conditions, and the Customer agrees to be legally bound by these Conditions.

There may be legal notices on other areas of the Website which relate to the Customer’s use of the Website (for example, website terms of use), all of which will, together with these Conditions, govern the Customer’s use of the Website.

Where the Customer is a member of the Company’s ‘NWF Fuels Priority Account’ or ‘NWF Fuels Priority Club’ (as applicable), separate terms and conditions (which incorporate these Conditions) shall apply (**Priority Ts and Cs**). If there is any conflict between the terms of the Priority Ts and Cs and these Conditions, the terms in the Priority Ts and Cs shall apply.

The Customer's attention is drawn in particular to the provisions of clause 8 and where the Customer is a Domestic Customer, the Company's right to charge a preliminary services fee in accordance with clause 12.6.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following expressions shall have the following meanings:

“**Business Customer**” means any customer that is ordering or receiving Goods and/or Services whilst acting in the course of its trade, business, craft or profession;

“**Company**” means NWF Fuels Limited (company number 01117133), a private limited company registered in England and whose registered office is at Jack Mills Way, Crewe CW2 5RX;

“**Conditions**” means these terms and conditions displayed on this part of the Website as amended from time to time in accordance with clause 11.3;

“**Consumer**” has the meaning as set out in section 2(3) of the Consumer Rights Act 2015, with a summary of such meaning being included under the definition of “Domestic Customer”;

“**Contract**” means the contract between the Customer and the Company for the supply of Goods and/or Services in accordance with these Conditions, which comes into existence when the Customer places an Order with the Company and the Company accepts that Order pursuant to clause 2.6;

“**Customer**” means the individual, person, company or other type of organisation who purchases the Goods from the Company and/or for whom the Company performs the

Services (as applicable) as set out in the Order Acknowledgement (and who will be either a Business Customer or a Domestic Customer);

“Delivery Location” shall have the meaning set out in clause 4.1;

“Domestic Customer” means any Customer who is an individual and is ordering or receiving Goods and/or Services from the Company wholly or mainly for their personal use and not for use in connection with their trade, business, craft or profession;

“Force Majeure Event” means any act, event, non-occurrence, omission or accident beyond the reasonable control of the Company;

“Goods” means the fuel (being heating oil, white diesel, red diesel and/or AdBlue) set out in the Order Acknowledgement;

“Order” means the Customer’s order for any Goods and/or Services which is made through the Website and which is submitted in accordance with these Conditions against a valid online quotation issued by the Company pursuant to clause 2.2;

“Order Acknowledgement” shall have the meaning set out in clause 2.5;

“Price” means the price payable by the Customer for the Goods and/or Services (as applicable), as determined in accordance with clause 6;

“Services” means the delivery of the Goods by the Company pursuant to an Order and such other services as the Company may agree in writing to provide to the Customer from time to time;

“Warranties” means the warranties given by the Company in respect of the Goods as set out in clauses 7.2 and 7.3.1;

“Website” means the website operated and/or controlled by the Company, being www.nwffuels.co.uk (as updated from time to time).

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, and, in respect of Business Customers only, any terms which are implied by law, trade custom, practice or course of dealing.

2.2 Any online quotation given by the Company on the Website is valid only for the duration of the relevant web browser session during which the Company issues the online quotation. The Company may withdraw any such online quotation at any time prior to acceptance of the Customer’s Order in accordance with these Conditions. An online quotation is not an offer from the Company and cannot be accepted.

2.3 The Customer should follow the onscreen prompts on the Website to submit an Order. Once the Customer has added selected Goods and/or Services to the Customer’s shopping

basket, the Customer will go through the Company's checkout process where the Customer will need to enter certain information including their contact details and delivery and billing information. The Customer is given an opportunity to check and amend any errors before submitting the Order.

2.4 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer shall ensure that the terms of any Order submitted by it (including any specifications and requirements relating to the Goods and/or Services) are complete, accurate and not misleading (including without limitation as to the volume and type of fuel ordered).

2.5 After the Customer submits an Order, the Customer will receive an email from the Company acknowledging that the Company has received the Order (**Order Acknowledgment**). The Order Acknowledgement will confirm certain information relating to the Order (such as the Customer's delivery address, billing address, scheduled delivery date and the volume and type of Goods ordered). However, the Order Acknowledgement sent by the Company does not mean that the Order has been accepted. The Company's acceptance of the Order made by the Customer will take place as described in clause 2.6.

2.6 Each Order shall be deemed accepted at such time as the Company takes steps in connection with the commencement of delivery or supply (as applicable) of the applicable Goods and/or Services (as determined by the Company, acting reasonably); at which point the Contract shall come into existence.

2.7 Each Order accepted by the Company pursuant to clause 2.6 shall form a separate Contract between the Company and the Customer.

2.8 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.9 The Company shall be under no obligation to accept any Orders which may be submitted to it from time to time and shall be entitled to decline to accept any Orders without liability or the need to give reason.

2.10 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. SUPPLY OF GOODS AND/OR SERVICES

3.1 The Company may vary the specification for any Goods and/or Services if necessary in order to comply with any applicable statutory or regulatory requirement or for any other reason provided that in that case, the variation in question does not result in any material adverse change to the specification in the Customer's Order and agreed by the Company.

3.2 Any samples, drawings, measurements, descriptions, advertising, photographs, catalogues, websites or similar which may be provided by the Company and/or where applicable displayed on the Website (or any other website), concerning any Goods and/or

Services (as applicable) are produced and provided solely for the purpose of giving an approximate idea of the Goods and/or Services described and such information and items shall not form part of any Contract nor have any contractual force.

4. DISPATCH AND DELIVERY

4.1 Unless otherwise agreed in writing, the Company shall deliver the Goods to the location as specified in the applicable Order Acknowledgment (**Delivery Location**) on or around any delivery date as detailed in the Order Acknowledgment or, if no delivery date is detailed in the Order Acknowledgment, on the date as specified by the Company (although time of such delivery is an approximate only and shall not be of the essence).

4.2 Any time or date for delivery of the Goods or performance of the Services (whether by instalment or not) is a business estimate only and not a contractual obligation. The Company cannot guarantee that the Goods will be delivered and/or the Services will be performed on or by any particular date or time. Where availability information and delivery estimates are listed on any of the Company's websites (including the Website) or other promotional, marketing and/or advertising materials, these are estimates only and are subject to change. The Company shall not be liable for any delay in delivery of the Goods and/or performance of the Services that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.

4.3 Delivery of the Goods is completed as follows:

4.3.1 for Goods delivered in bulk by road vehicle, on the completion of the dispensing of the Goods into the Customer's storage tank, container or similar equipment (as the case may be) at the Delivery Location; or

4.3.2 for Goods delivered in barrels, packages or some other form, when the Goods are off-loaded from the delivery vehicle (or at such point as the Goods are loaded onto the Customer's vehicle where the Goods are being collected by the Customer).

4.4 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 In the event that the Customer fails to accept delivery of any Order for Goods when the Company first attempts to make delivery; then risk of loss or damage occurring to the relevant Goods shall be deemed to pass to the Customer at the time when the Company first attempted to make delivery and the Customer shall indemnify (which, for the benefit of Domestic Customers, means compensation on a £ for £ basis where the amount recoverable by the relevant party will usually be higher than that recoverable under a standard breach of contract claim) the Company in full on demand for all costs, expenses and losses suffered or incurred by the Company in storing the Goods in question and attempting re-delivery.

4.6 The Company may at its discretion deliver Goods by instalments. Any delay in delivery or defect in one instalment shall not entitle the Customer to cancel any other instalment.

4.7 The Company reserves the right to withhold deliveries until all or any outstanding payments of whatsoever nature due to the Company from the Customer under this or any other Contract have been made.

4.8 The volume of every delivery of the Goods shall be gauged by the meter of the Company's fuel tanker and the Company shall produce a delivery ticket, which shall be conclusive as to the volume of the Goods delivered.

4.9 The volume of unmetered deliveries shall be evidenced by a bill of lading, which shall be conclusive evidence as to the volume of Goods delivered.

4.10 Where the Customer is a Domestic Customer, nothing in this clause 4 will affect the Domestic Customer's legal rights as a Consumer.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer warrants and undertakes to the Company that:

5.1.1 the Customer will co-operate with the Company and provide sufficient information and documentation to the Company, and shall permit the Company (and its representatives) access to the premises of the Customer, in order to allow the Company to perform the Services and ensure safe delivery of the Goods;

5.1.2 the Customer has obtained and shall maintain equipment suitable and appropriate to accept safe delivery of the Goods and/or Services and shall ensure that such equipment complies with all applicable laws, regulations and standards;

5.1.3 all such equipment referred to in clause 5.1.2 above (including but not limited to any fuel tank, gauge and associated pipework) is regularly inspected, fit for purpose, in good working order, and is suitable to accept delivery of the Goods ordered and to receive the Services;

5.1.4 where the Customer specifies the quantity of Goods required, the Customer shall ensure that the Customer's equipment has sufficient storage capacity to receive the quantity of Goods ordered;

5.1.5 where the Customer is collecting Goods from the Company, the Customer must ensure that it complies with the Company's policies and procedures regarding access to, and conduct at, the Company's premises;

5.1.6 where applicable, the Customer shall obtain and maintain all necessary licences, permissions and consents which may be required for receipt of the Services before the date on which the Services commence; and

5.1.7 the Customer shall comply with any additional obligations notified to it in writing by the Company from time to time.

5.2 Unless otherwise agreed in writing by the Company, the Customer acknowledges and agrees that the Services do not include, and the Company does not accept any responsibility or liability for, the inspection, checking, dipping or testing of the Customer's tank(s) and/or any other equipment required to accept delivery of the Goods and receive the Services. The obligation to ensure the suitability and maintenance of the Customer's equipment for the Goods and Services ordered rests entirely with the Customer.

5.3 The Customer shall be solely responsible for ensuring that it has sufficient fuel to operate its premises and/or business without interruption (**Down Time**). The risk of Down Time shall remain solely with the Customer and it is the Customer's responsibility to time the placement of Orders with the Company to avoid Down Time.

6. CONTRACT PRICE AND PAYMENT

6.1 The Price for the Goods and Services is based on the cost of goods, materials, labour, insurance and transport and of conforming to statutory obligations. Prices displayed on the Website may change at any time, however such changes will not affect existing Orders accepted by the Company.

6.2 The Price of the Goods and/or Services is the price stipulated in the relevant valid online quotation issued by the Company in accordance with clause 2.2 and as subsequently confirmed by the Company in the Order Acknowledgement. In relation to Goods, the Order Acknowledgement will clearly explain how the Price of the Order has been calculated (for example, by telling the Customer the pence per litre price for the Goods ordered excluding VAT and the total Price of the Order including VAT). Where the Customer is a Business Customer, it is the Customer's responsibility to confirm the correct VAT rate depending on the quantity and use of the Goods.

6.3 The Price of each Order shall be due for payment, and the Customer shall pay the Price in full and in cleared funds, at the time the Customer places the Order on the Website. The Company will take payment when the Customer clicks the "Pay Securely" option during the order process. The Customer's payment details will then be sent securely and directly to the Company's designated Payment Service Provider. If the Customer's card is enrolled in the Authenticated Payments Program (3D Secure) (or any equivalent verification scheme), the Customer will be forwarded to the Customer's card issuer's site for authentication. After successful authentication, the Customer will be sent back to the Company's website to allow the Customer to submit the Order.

6.4 The Company accepts the following payment methods: Visa Debit, Visa Credit, Mastercard Debit and Mastercard Credit. The Company does not accept cash or cheque(s).

7. WARRANTIES

7.1 Where the Customer is a Business Customer only, the following clauses 7.2 to 7.9 (inclusive) shall apply in respect of the quality of the Goods and/or performance of the Services.

7.2 The Company warrants that, subject to clause 3.2, all Goods supplied and/or Services provided by it shall correspond in all material respects with any specification agreed by the Company in writing.

7.3 The Company further warrants that:

7.3.1 the Goods shall be free from material defects and shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

7.3.2 the Services will be performed with reasonable skill and care.

7.4 The Customer shall notify the Company in writing of any failure of any Goods to comply with the Warranties as soon as reasonably practicable and within a timely manner of the date on which the Customer first became aware of the failure in question.

7.5 In the event of the Customer making any claim under the Warranties which the Company (acting reasonably) considers to be valid then the Company shall (at its absolute discretion) as soon as reasonably practicable either replace the defective Goods (or the affected part of the Goods) or refund to the Customer the Price actually paid by it to the Company for the defective Goods. Any such replacements shall be subject to the Warranties.

7.6 The Customer shall on request: **(a)** permit the Company (and its representatives) to access any premises where any Goods which are the subject of a claim for any breach of the Warranties are located for the purposes of inspecting and testing those Goods; and/or **(b)** where requested by the Company, promptly return to the Company (at the Customer's expense) any Goods which are the subject of a claim for any breach of the Warranties.

7.7 The Customer shall on demand reimburse the Company for any reasonable costs and expenses which are incurred by the Company in investigating any claim made by the Customer for any breach of the Warranties which is subsequently found to be invalid for any reason.

7.8 Compliance by the Company with its obligations under clause 7.5 shall represent the Customer's sole and exclusive remedy (and the Company's only liability) in respect of any failure of the Goods to comply with the Warranties.

7.9 The Company shall have no liability or responsibility to the Customer (whether under any Contract or otherwise) in respect of any failure of the Goods to comply with the Warranties: **(a)** which is not notified by the Customer to the Company in accordance with clause 7.4; **(b)** in the event that the Customer fails to comply with its obligations under clause 7.6; **(c)** in the event that the Customer makes any further use of, or sells on the Goods after becoming aware of any failure of the Goods to comply with the Warranties; **(d)** which is attributable to any failure by the Customer to follow the Company's oral or written instructions as to the storage, handling and use of the Goods and/or any failure by the Customer to follow good

trade practice regarding the same; **(e)** in the event that the Customer alters or modifies or tries to remedy the Goods (or permits any third party to do so) without the written consent of the Company and/or otherwise than in accordance with good trade practice; **(f)** where any failure of the Goods arises as a result of fair wear and tear, wilful damage, negligence, or abnormal or incorrect storage or working conditions; and/or **(g)** where any Goods differ from their specification as a result of changes made to ensure that the Goods comply with any applicable legal or regulatory requirements.

7.10 Where the Customer is a Domestic Customer, the following clauses 7.11 and 7.12 shall apply in respect of the quality of the Goods and/or performance of the Services.

7.11 The Consumer Rights Act 2015 gives the Customer certain legal rights for example, ensuring that the Goods are of satisfactory quality, fit for purpose and correspond with their description and sample. The Company is under a legal duty to supply Goods that are in conformity with the Customer's legal rights and any failure to do so by the Company may entitle the Customer to a refund, repair or replacement. Nothing in these Conditions will affect the Customer's legal rights.

7.12 Where the Customer wishes to exercise its legal rights to reject Goods which are defective, the Customer must allow the Company to collect the Goods from the Customer. The Company will pay the costs of collection. The Customer should call the Company's customer services team using the details set out in the 'Introduction' section of these Conditions, to arrange collection.

8. LIMITATIONS AND EXCLUSIONS ON LIABILITY

8.1 The Company does not guarantee that the Website, or any content on it, will always be available or be uninterrupted. The Company may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons and where the Company does so, the Company will try to give reasonable notice of any such suspension or withdrawal.

8.2 Where the Customer is a Business Customer only, the following clauses 8.3 to 8.10 (inclusive) shall apply.

8.3 Neither party seeks to limit or exclude in any way its liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; in respect of any breach of any condition implied under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and/or for any other matter or liability which cannot be lawfully limited or excluded. Each provision of each Contract shall be read as subject to this clause 8.3 and no provision of any Contract is intended to nor shall be interpreted as seeking to limit or exclude any of the foregoing types of liability.

8.4 The Customer shall be liable for, and shall indemnify and keep indemnified the Company against, all foreseeable losses, costs, claims, damages, loss of profits and reasonable expenses arising out of any breach of the Customer's obligations under these Conditions, including but not limited to any liability from resulting spillages.

8.5 The Company shall not be liable (whether under the terms of any Contract, under any indemnity or otherwise) for: any loss of business; loss of use; loss of profit; loss of anticipated profit; loss of contracts; loss of income or revenues; loss or damage to goodwill or brand; loss of anticipated savings; loss of data or use of data; product recall costs; damage to reputation; and/or any consequential, special or indirect loss or damage in any case, regardless of whether or not the Company was aware or had been made aware (or ought reasonably to have been aware) at the time of the relevant Contract being formed of the risk that such loss or damage might occur.

8.6 Subject to clauses 8.5 and 8.7, the Company's total liability to the Customer for all claims under any Contract howsoever arising (including under any indemnity) shall be limited as follows:

8.6.1 in respect of damage to the Customer's property caused by the negligence of the Company's employees and agents in connection with the Contract, shall not exceed £500,000 (five hundred thousand pounds); and

8.6.2 for all other loss or damage which does not fall within clause 8.6.1, shall not exceed a sum equal to the aggregate Price actually paid by the Customer to the Company under the Contract in question.

8.7 No action or proceedings under or in respect of these Conditions or the supply of the Goods and/or the Services shall be commenced against the Company after the expiry of 3 months following the supply of the Goods or conclusion or termination of the Services (as applicable).

8.8 The Company has given commitments in relation to the Goods and Services at clauses 7.2 and 7.3 and in view of these commitments, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.9 If the Company's performance of its obligations under any Contract is prevented or delayed by any act, breach, delay, failure or omission of the Customer or any of its agents, sub-contractors, consultants or employees (as applicable), then, without prejudice to any other right or remedy it may have, the Company shall not be deemed to be in breach of the relevant Contract or otherwise liable to the Customer and shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

8.10 The Company shall not be in breach of any Contract nor liable for any failure or delay in complying with any of its obligations under any Contract in the event that the failure or delay in question is attributable to any Force Majeure Event. Where a Force Majeure Event occurs the Contract will not be cancelled. The delivery or the date of completion as the case may be shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

8.11 Where the Customer is a Domestic Customer only, the following clauses 8.12 to 8.14 (inclusive) shall apply.

8.12 The Company is responsible to the Customer for foreseeable loss and damage caused by the Company. If the Company fails to comply with these Conditions, the Company is responsible for loss or damage the Customer suffers that is a foreseeable result of the Company breaking the Contract or the Company's failing to use reasonable care and skill, but the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the Company and the Customer knew it might happen, for example, if the Customer discussed it with the Company during the sales process.

8.13 The Company does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Customer's legal rights in relation to the Goods and/or Services and for defective products under the Consumer Protection Act 1987.

8.14 The Company is not liable for business losses. The Company will only supply the Goods to the Customer for domestic and private use. If the Customer uses the Goods for any commercial, business or re-sale purpose, the Customer shall be deemed to be a Business Customer and the provisions set out at clauses 8.3 to 8.10 shall apply.

9. PASSING OF PROPERTY AND RISK

9.1 Risk of loss or damage occurring to Goods shall pass from the Company to the Customer upon completion of delivery of the Goods in question in accordance with clause 4.3 or as otherwise provided for under clause 4.5.

9.2 Ownership of any Goods shall not pass from the Company to the Customer unless and until the Company has received from the Customer in full and in cleared funds: **(a)** the Price of the Goods in question; and **(b)** any other payment which is due to be paid by the Customer to the Company under the Contract or any other Contracts in force from time to time.

10. INSOLVENCY AND TERMINATION

10.1 If: **(a)** the Customer becomes subject to any insolvency or bankruptcy procedure; or **(b)** the Company reasonably believes that the Customer is about to become subject to any such procedure and notifies the Customer of such belief in writing; or **(c)** any amount due to be paid by the Customer to the Company under any Contract is overdue, then the Company may in any such case (and without affecting any other rights or remedies available to it whether under any Contract or otherwise) suspend without liability any or all further deliveries of Goods and/or supply of Services under any or all Contracts and/or terminate any outstanding Contracts in either case, without liability to the Customer.

10.2 Without affecting any other rights or remedies available to it, the Company may terminate any or all outstanding Contracts in the event that the Customer is in breach of any of its obligations under any Contract and, in the case of a breach which is capable of remedy,

the Customer fails to remedy the same within 5 days of receipt of notice from the Company requesting it to do so.

10.3 Termination or expiry of any Contract shall not affect the continuing in force or coming into force of any provision of a Contract which, whether expressly or by implication is to survive termination or expiry.

10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable and shall be paid by the Customer immediately on receipt.

10.5 Unless otherwise permitted in these Conditions, the Customer may not cancel the Contract without the prior written agreement of the Company. If the Customer seeks to cancel the Contract in any other manner, the Company may (without affecting its other rights and remedies) retain any sums paid in advance by the Customer and charge to the Customer, and the Customer shall pay, any reasonable costs, expenses and/or losses suffered or incurred by the Company in connection with cancellation of the Contract.

10.6 Where the Customer is a Domestic Customer:

10.6.1 nothing in this clause 10 will affect the Customer's legal rights as a Consumer; and

10.6.2 the Customer shall have the benefit of the additional cancellation/termination rights set out in clause 12.

11. **GENERAL**

11.1 Severance – Each of the provisions in these Conditions is distinct and severable from the others. If at any time one or more of those provisions is or becomes unenforceable, the remaining provisions shall not be affected.

11.2 Entire Agreement – Each Contract represents the entire agreement between the parties relating to the supply of the Goods and/or Services in question and supersedes all previous representations made and/or agreements, negotiations and discussions between the parties relating to the same. Each party acknowledges that in entering into any Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.3 Variation – Save only to the extent as may be specifically provided for otherwise under these Conditions, no variation or amendment of any Contract shall be binding unless made in writing and signed by or on the behalf of each of the parties.

11.4 Waiver – A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.5 No partnership or agency – Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

11.6 Third party rights – A person who is not a party to the Contract may not enforce any terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.

11.7 Privacy – The Company’s Privacy Notice and Cookies & Internet Advertising policy are available on the Website for the Customer’s review.

11.8 Complaints – Without affecting clause 7, any complaints should be sent in writing to the Company at Jack Mills Way, Crewe CW2 5RX or to its email address at CST@nwffuels.co.uk or using the “Contact Us” form on the Website.

11.9 Assignment and Sub-contracting – The Customer may not assign or transfer any of its rights and/or obligations under any Contract without the prior written consent of the Company. The Company may assign or transfer any or all of its rights and/or obligations under any Contract on notice to the Customer. The Company may, without the prior written consent of the Customer, sub-contract the performance of any of its obligations under any Contract (including without limitation to any trading division of, or any company which is controlled by or under common control with, NWF Fuels Limited).

11.10 Rights and Remedies – Each right or remedy that the Company has under the Contract is without limit to any other right or remedy the Company may have whether under the Contract or otherwise.

11.11 Notices – Any notices to be served on either party by the other shall be in writing and sent by pre-paid registered post to the registered office address of the other party (or, in the case of Domestic Customers, their residential address) or such other address as is notified in writing by the relevant party from time to time. Such notice shall be deemed to have been received by the addressee 72 hours after posting provided applicable evidence of posting is retained and produced on request. Whilst the parties may make operational communications via email, formal notice may not be served via email.

11.12 Governing Law and Jurisdiction – The Contract, these Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and shall be subject to the exclusive jurisdiction of the English courts. Where the Customer is a Domestic Customer, nothing in this clause shall prevent the Customer from bringing legal proceedings in respect of the Goods and/or Services in the Customer’s country of residence.

12. **CONSUMER RIGHTS**

12.1 To the extent that the Customer is a Domestic Customer only, the following clauses 12.2 to 12.6 (inclusive) shall apply.

12.2 Where the Customer is a Domestic Customer:

12.2.1 any provision of these Conditions which would be of no effect by virtue of the Consumer Rights Act 2015 shall not apply;

12.2.2 the statutory rights of the Customer shall not be affected by these Conditions;

12.2.3 if the Customer places an order by telephone or online, the Customer has the right, (except where such right is excluded under consumer laws, such as where fuel has become mixed inseparably with other items) to cancel the Contract without giving any reason, as follows:

12.2.3.1 for Goods - within 14 days beginning on the day after the Customer receives the Goods; and

12.2.3.2 for Services - within 14 days beginning on the day after the Contract was concluded under clause 2.6,

(with the relevant period above being referred to as the “**Cancellation Period**”).

To exercise that right, the Customer must send the Company a clear, written statement of its decision to cancel before the Cancellation Period expires. A model cancellation form and relevant contact details are provided on the Website, but use of the form is not obligatory.

12.3 If the Customer cancels an Order for Goods during the Cancellation Period:

12.3.1 the Company will reimburse to the Customer all payments received in respect of the Goods no later than 14 days after the Company receives return of the Goods, subject to the Company’s right to deduct any loss in value of the Goods as a result of unnecessary handling by the Customer;

12.3.2 the Customer will not incur any credit card or bank fees as a result of the reimbursement; and

12.3.3 the Customer shall bear the direct cost of returning the Goods.

12.4 If the Customer cancels an Order for Services during the Cancellation Period, the Company will repay to the Customer all payments received from the Customer except those set out in clause 12.5.

12.5 The Company will not start any Services during the Cancellation Period unless the Customer clearly asks the Company to do so. The Customer can ask the Company either by telephone or in writing using the contact details set out in the ‘Introduction’ section of these Conditions. If the Customer asks the Company to start any Services during the Cancellation Period, the Customer must pay the Company for Services provided up to the time of cancellation. The Customer must pay an amount which is in proportion to what the Company has done, in comparison with everything due under the Contract.

12.6 Where an Order is for both the supply of Goods and provision of Services (for example, the delivery of fuel to the Customer and subsequent dispensing of the fuel into the

Customer's storage tank, container or similar equipment) and the Customer cancels the Order during the Cancellation Period prior to such supply, without affecting the Company's rights under clause 12.3 and/or 12.5 the Company reserves the right to deduct from any refund due to the Customer (or the Company may charge the Customer and the Customer shall pay) a preliminary services fee of £45.00 which represents the actual and reasonable costs and expenses incurred by the Company in connection with those preliminary services carried out by the Company in connection with that Order. Examples of such preliminary services include routing, planning, staffing and order processing (for which third-party costs such as polling fees may be incurred). By submitting an Order and agreeing to these Conditions, the Customer agrees to the Company providing these preliminary services with immediate effect during the relevant Cancellation Period.

13. DATA PROCESSING AND CREDIT CHECKS

13.1 The Company will use the financial and personal information that the Customer provides to:

13.1.1 provide the Goods and/or Services outlined in the Contract;

13.1.2 process payments made in accordance with the Contract;

13.1.3 inform the Customer about similar products or services that the Company provides. The Customer may stop receiving these communications at any time by contacting the Company.

13.2 The Company may from time-to-time:

13.2.1 check on the Customers' financial and/or personal information utilising publicly available information such as the electoral role and public access registers; and

13.2.2 supply the Customers' financial and/or personal information to credit reference agencies (CRAs) who will provide the Company with information about the Customer (including, but not limited to, financial history). This is done to assess creditworthiness and product and service suitability, check identity, manage the Customer's account, trace and recover debts and prevent criminal activity. The Company will also continue to exchange information about the Customer with CRAs on an ongoing basis, including information regarding settled accounts and any debts not fully repaid on time. CRAs will share this information with other organisations. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at:

Call Credit: www.callcredit.co.uk/crain

Equifax: www.equifax.co.uk/crain

Experian: www.experian.co.uk/crain

13.3 More information on how the Company collects and uses personal information and the Customer's rights are available in the Company's Privacy Notice (a copy of which can be

accessed by clicking the 'Privacy Policy' tab included in the footer of the Website). The Company will not give personal data to any other third party except as described in this clause 13 and/or as set out in the Company's Privacy Notice. The Company may transfer personal information outside the United Kingdom and/or European Economic Area provided it is always covered by adequate data protection standards.