

CONDITIONS OF SALE

1. It is a condition of Sale of any Product supplied against this document that the Buyers will strictly observe all the conditions of their Petroleum storage licence (if any) and that they will not allow smoking or naked lights nor permit ant stoves, electric or gas fires or radiators to being made or vent pipe connected to such a tank and will indemnify the Seller against any damages, claims or costs arising out of the breach of this clause.
2. Sellers measurement of quantity shall be accepted by the Buyer.
3. Orders received and Product supplied against this document will be charged at the prices ruling on the day of delivery applicable to the place and method of delivery the quantity and quantity supplied except where agreed Contract conditions apply.
4. Included in the price is Government Tax, Surcharge and/or Excise Duty at the appropriate rate; any variation at any time is for Buyers account.
5. The property and risk in the Product shall pass to the Buyer on delivery to the Buyer or his Agent which in the case of bulk deliveries is to be taken as occurring at the outlet valve of the tank wagon.
6. Where the Buyer is a commercial consumer the Product is sold exclusively for his own use or trade purpose only and must not be re sold transferred or otherwise disposed of at any time to any other person or persons.
7. Gas Oil shall not be used as a fuel in a mechanically propelled vehicle in contravention of any Act of Parliament or Government Regulation for the time being in force.
8. Duty Rebated Products supplied against this document must only be used by the Buyer in strict accordance with the current Customs and Excise Regulations controlling the same.
9. Acceptance by Buyer or his agent of Product supplied against this document will be treated as an acceptance by him of these Terms and Conditions.
10. No oral stipulation or representation made by either party their servants or agent shall be held to vary or contradict any of the terms herein contained and except as may be included herein all conditions warranties and guarantees statutory or otherwise whether express or implied relating to the Product or containers are hereby excluded.
11. If the above conditions are infringed or broken in any manner whatsoever either directly or indirectly, the Seller reserves the right to withhold supplies, cancel any contract with the Buyer and shall not in any way be under any liability to the Buyer but without prejudice to any other rights which the Seller may possess under any Contract or at law.
12. The Buyer is completely responsible for ensuring that their container is clearly identified and in a safe condition to accept the order. If the Buyers container fails or does not hold the supply ordered by the Buyer or his agent, the Seller does not accept liability for loss or damage caused by any overflow of product.
13. Overdue accounts may be refused delivery at the Sellers discretion.
14. Buyers will be charged £15.00 for any cheque tendered in payment for Goods or Services supplied which is subsequently dishonoured by their Bank or Building Society.
15. Risk in the Goods shall pass to the Buyer at the point of delivery. Title for the Goods shall not pass until such time as the Goods have been paid in full.
16. Where accounts have not been settled the Seller reserves the right to enter the Buyer's property to retrieve such goods which the Buyer will make available to the Seller.
17. Accepting delivery of the Goods or Services shall be considered as acceptance of Andy's Oil Conditions of sale.
18. Interest Charged subject to change.
19. Any cost incurred by the company to retrieve money overdue will be added to said account/ costs, e.g. administration / Credit Control Facilities, etc.
20. By placing an order the Buyer gives the Seller permission to access the delivery address as far as necessary to fulfil the order.
21. In the event of fuel supply disruption, Andy's Oil reserves the right to cancel any orders, prepaid or otherwise, and shall refund the customer any monies paid.

ANDY'S OIL

