

ADDITIONAL TERMS AND CONDITIONS IN RESPECT OF THIRD PARTY DELIVERIES

1. These additional terms and conditions (the Additional Terms) shall apply if New Era Fuels Limited (the Buyer) Orders goods and services from the you (the Seller) and as part of that Order requires the Seller to deliver or act as subcontractor for the Buyer in the supply and delivery of the goods and services.
2. These are additional terms and conditions to our standard Terms and Conditions of Purchase (the Purchase Terms) and where these Additional Terms may conflict with the Purchase Terms these Additional Terms shall take precedence.
3. All words and expressions defined in the Purchase Terms shall have the same meaning in these Additional Terms unless the context otherwise requires.
4. No variation of these Additional Terms shall be permitted unless agreed in writing by the Buyer.
5. In the circumstances where these Additional Terms, the Additional Terms and the Purchase Terms shall apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing.
6. The Seller shall at all times meet the requirements as recommended by the CA Control of Major Accident Hazards (COMAH) Containment Policy and any other regulations or recommended practices issues by the Health and Safety Executive.
7. The Seller has been asked to supply Goods and Services for an on behalf of the Buyer and the Seller hereby agrees to comply with the Seller's recommended good practice procedures and to act for the Buyer as their ambassadors.
8. **Best Practice**
 - 8.1. **Correct tank authorised signature.** Ensure that the customer has directed you to the correct tank before discharge and that the customer has signed to confirm that you are delivering to the correct tank.
 - 8.2. This includes ensuring that the tank has the appropriate capacity to take the proposed delivery quantity. Should the tank not have the capacity required, notify the customer and contact the Buyer's office immediately to take further instructions.
 - 8.3. Keep checking tank to ensure it does not overflow.
 - 8.4. **Signing of Documentation.** When each delivery has finished, ask the customer to check the delivery meter and sign for the appropriate quantity – ensure that customer spells name correctly in full.
 - 8.5. **Failed Deliveries.** If you are unable to deliver to the customer you must inform the Buyer's office immediately with the reason why.
 - 8.6. **Incorrect Deliveries.** This list is not exhaustive:
 - 8.6.1. The Seller will immediately (within 1 hour) notify the Buyer.
 - 8.6.2. Take all steps necessary to recover any wrong or incorrect delivery at no cost to the Buyer.
 - 8.6.3. Take all necessary steps to ensure that the Customer received the correct goods at the correct time.
 - 8.6.4. Meet all additional costs that may be incurred arising as a consequence of the breach by the Seller.
 - 8.6.5. The Buyer determining whether or not the Seller has complied with the contract.
 - 8.6.6. In all matters the Buyer shall only be liable to discharge the costs of this Order as delivered correctly and in accordance with the terms of the Order.
 - 8.7. **Act as an Ambassador** for the Buyer:
 - 8.7.1. At work act as an ambassador for the Buyer when meeting customers to create an excellent impression.
 - 8.7.2. The Buyer wants its customers to think of our drivers as the best so always be:
 - a) Polite.
 - b) Courteous.
 - c) Respectful.
 - d) Helpful.
 - e) Smart.
 - f) Clean.
 - g) And professional at all times.

Last updated: 08/06/2021