

Jennings Fuels and Lubricants LTD

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 and that they will not allow smoking or naked flames nor permit any 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. Seller's measurement shall be accepted by buyers.
3. 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.
4. 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 or at the discharge outlet of sellers loading arm if the product is collected by the buyer or his agent.
5. Where the buyer is a commercial consumer the product is sold exclusively for their own use or trade purpose only and must not be resold transferred or otherwise disposed of at any time to any other person or persons.
6. Gas Oil shall not be used as fuel in a mechanically propelled vehicle in contravention of any Act of Parliament or Government Regulation for the time being in force
7. Duty Rebated products supplied must only be used by the buyer in strict accordance with the current Customs and Excise Regulations controlling the same.
8. No oral stipulation or representation made by either party their servants or agents 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.
9. If the above conditions are infringed or broken in any manner whatsoever wither 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 contract or at law.
10. If the buyer's container does not hold the supply ordered by the buyer or their agent, the seller does not accept liability for loss or damage caused by any overflow of product.
11. Risk in the goods shall to the buyer at the point of delivery. Title for the goods shall not pass until such time as the goods have been paid for in full.
12. Each delivery vehicle has one metered pump and filter system, through which all fuels are dispensed, so products may be at risk of minimal wet line contamination. Purchase of any product is an acceptance of this.
13. Accepting delivery of the Goods or Services shall be considered as acceptance of Jennings Fuels and Lubricants Ltd conditions of sale.
14. Jennings Fuels and Lubricants Ltd offers a full refund, provided the order is cancelled before delivery has made to the buyer. Refunds may take up to 3 working days.