

GENERAL STORAGE CONDITIONS

1 DEFINITIONS AND INTERPRETATION

In these Conditions unless inconsistent with the context the following expressions shall have the meanings set out below:

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| 1.1 | Agreement | the storage agreement between the Company and the Customer formed by the Particulars into which these Conditions are incorporated. |
| 1.2 | Associated Company | an associated company as defined in Section 416 Income and Corporation Taxes Act, 1988. |
| 1.3 | Charges | the charges specified in Part I and Part II of the Schedule. |
| 1.4 | Commencement Date | the date specified in the Particulars. |
| 1.5 | Company | the Company specified in the Particulars. |
| 1.6 | Customer | the Customer specified in the Particulars. |
| 1.7 | Facilities | any facilities utilised by the Company from time to time for storing and handling the Products including the Tankage, sheds, warehouses and other places whether covered or not and all ancillary pipelines, hoses, pumps, valves and other equipment. |
| 1.8 | Indemnify | hold harmless, fully and effectively indemnify and keep indemnified. |
| 1.9 | Installation | the tank storage installation operated by the Company and specified in the Particulars. |
| 1.10 | Minimum Storage Period | the period of time specified in the Particulars. |
| 1.11 | Normal Working Hours | the normal working hours specified in the Particulars. |
| 1.12 | Particulars | the particulars of the Agreement. |
| 1.13 | Primary Containment Facilities | The surfaces of the Facilities (other than the Tankage) with which the Products are likely to come into direct physical contact in the normal course of handling them. |
| 1.14 | Products | the product or products specified in the Particulars. |
| 1.15 | Schedule | the schedule to the Particulars. |
| 1.16 | Tankage | the storage tanks (or capacity within such tanks) allocated to the Customer at the Installation and specified in the Particulars but subject to any change of such tanks as envisaged in these Conditions. |

Any reference to a client of the Customer shall be construed in its widest sense to include without limitation any person to whom the Customer has sold the Products or for whom the Customer is an agent whether directly or indirectly and any reference to a contractor of the Customer shall be construed to include without limitation any third party who is present at the Installation in connection with the Products on behalf of or for the benefit of the Customer.

Words importing the singular number shall include the plural and vice versa.

Words importing the masculine shall include the feminine and vice versa.

Headings are for ease of reference only and shall be ignored in construing these Conditions.

2 **PERIOD**

The Agreement shall be deemed to have commenced on the Commencement Date and shall continue in force for the Minimum Storage Period and thereafter until terminated in accordance with Condition 18.

3 **OBLIGATIONS OF THE COMPANY**

3.1 The Company shall save as otherwise expressly agreed carry out its obligations hereunder in accordance with all relevant statutory requirements and the appropriate industry guidelines.

3.2 The Company shall subject always to the specific provisions set out herein carry out its obligations hereunder with such degree of care and skill as is reasonably expected of a professional operator of storage facilities and in particular the Company shall:

- a) receive, store and redeliver the Products in accordance with the Customer's reasonable instructions;
- b) carry out such maintenance and repairs as are necessary to keep the Facilities in good working order and use its reasonable endeavours to co-ordinate the timing of any planned maintenance so that it is convenient to both parties; and
- c) maintain records so that it is able to account for the quantity of the Products received into and redelivered out of the Installation.

3.3 The Company shall follow its standard procedures to clean Primary Containment Facilities on each occasion prior to their use for handling of the Products to the extent that on the last occasion that such Primary Containment Facilities came into direct physical contact with products such products are in the Company's reasonable opinion incompatible with the Products. The Customer acknowledges that such procedures cannot ensure absolute cleanliness but shall be deemed to be adequate to ensure that the Products do not suffer any damage arising from residues of other products which have previously been handled using the Primary Containment Facilities. The Customer shall be entitled and is encouraged by the Company to appoint an independent inspector to witness the carrying out of such procedures.

4 **OBLIGATIONS OF THE CUSTOMER**

4.1 The Customer acknowledges that it has had an opportunity to inspect the Facilities (which upon request the Company shall identify to it) prior to the use thereof for the Products. The Customer shall therefore be deemed to accept that subject to any material alteration to the Facilities of which it is not aware they are in all respects suitable for the purposes of the receipt, storage and redelivery of the Products. The Customer shall Indemnify the Company against any losses, liabilities and costs arising out of the use of the Facilities as deemed to be accepted by it for the Products or the fact that such Facilities are not so suitable.

4.2 The Customer shall on demand permit and assist the Company to carry out inspection, maintenance or repairs of the Facilities if necessary by removal of the Products from the Tankage in accordance with sub-condition 6.2.

4.3 The Customer shall prior to the delivery of any Products for storage furnish the Company with a full and accurate description of the Products stating their nature, type, quality and quantity and all other particulars which the Company reasonably needs to know in connection with the storage and handling thereof and give adequate notice of any change to such information. The Customer shall Indemnify the Company against any losses, liabilities and costs arising out of or connected with any incomplete or inaccurate description of the Products or any failure of any Products received pursuant to the Agreement to conform to their description. The Company shall not be bound to accept or retain in storage any Products, which do not in the Company's reasonable opinion correspond with their description.

5 **CHANGE OF LAW**

If as a result of any law or regulation or any change therein or in the interpretation or application thereof the Company is required to alter or amend the Facilities or otherwise incurs an increase in its costs for storing or handling the Products the Company shall give notice thereof to the Customer as soon as reasonably practicable and the Customer and the Company shall endeavour to agree within such reasonable period as the Company stipulates whether the cost thereby incurred shall be borne by the Customer by way of an increase in the Charges or by a single payment or by way of a combination thereof. If the parties are unable to agree thereon within such above-mentioned period then either party may give written notice to terminate the Agreement with effect from the date that such alterations or amendments are required to be made.

6 **CHANGE OF TANKS**

6.1 The Company may from time to time transfer the Products in whole or in part from one part of the Installation to another as it may think fit subject (except in cases of emergency) to the prior consent of the Customer (such consent not to be unreasonably withheld or delayed). The transfer of such Products shall subject to sub-condition 6.2 be at the expense of the Company.

6.2 In the event that the Tankage is unavailable to store the Products as a result of the carrying out of inspection, maintenance or repairs the Company shall use its reasonable endeavours to make available alternative Facilities at the Installation. In the event that neither the Tankage nor alternative Facilities are available for use by the Customer for a continuous period exceeding 30 days the Customer's sole and exclusive remedy (provided that the excess period does not exceed 3 months) shall be a refund of the Charges payable in respect of the excess period such that no other claim arising whether directly or indirectly in connection with such matter shall be available to the Customer whether in contract, tort (including negligence) or for any other reason whatsoever. When a transfer of the Products is made or they are removed to permit inspection, maintenance or repairs or a transfer is made at the request of the Customer:

- a) the transfer or removal shall be at the expense of the Customer save that any work carried out by the Company in respect of such transfer or removal shall not be payable by the Customer;
- b) the Customer shall bear the cost of such cleaning of the Facilities as is necessary to enable such inspection, maintenance or repairs to take place and of the cleaning of any alternative Facilities after they have been made available to at least the same condition as existed at the time when the Products were first received into such alternative Facilities; and

- c) the Customer shall be under an obligation to inspect and failing such inspection will be deemed to accept the suitability of any alternative Facilities.

7 **PAYMENT OF CHARGES**

- 7.1 The Customer shall pay the Charges free from any deduction within thirty days of the date of the Company's invoice.
- 7.2 The Company shall not be bound to do any work outside the Normal Working Hours and any such work which is necessary in respect of the Products will be charged at the overtime rates specified in Part II of the Schedule.
- 7.3 The Charges referred to in Part I of the Schedule shall be increased as set out therein in direct proportion to any increase in the General Index of Retail Prices (All Items) published by the Office for National Statistics (or by any other quasi governmental department or administrative body upon which duties in connection with such Index shall have devolved) above the figure specified in Part I of the Schedule.
- 7.4 In the event of any change after the Commencement Date in the reference base used to compile the said Index so as to prevent or distort the increase of the Charges hereunder pursuant to sub-condition 7.3 the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in the said Index if such change had not been made.
- 7.5 In the event of the said Index being published other than monthly the increase shall be applied by reference to any increase in the said Index between such dates as it shall be published.
- 7.6 In the event of it becoming impossible by reason of any change after the Commencement Date in the methods used to compile the said Index or for any other reason whatsoever to calculate the increase in the Charges hereunder pursuant to sub-condition 7.3 by reference to the said Index or if any dispute or question whatsoever shall arise between the Company and the Customer with respect thereto the determination of such Charges shall be made by an arbitrator who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and given the information assumed to be available for the operation of this Condition and/or the amount of any increased Charges payable hereunder.
- 7.7 The arbitrator referred to in sub-condition 7.6 shall be appointed either by agreement between the parties or in default of agreement within 14 days of one party giving notice to the other of its nomination by the President for the time being of the Law Society or failing him the Vice-President or some other proper officer thereof and the said arbitration shall be conducted in accordance with the Arbitration Act 1996 and any statutory modification or re-enactments thereof and the decision of the arbitrator shall be final and binding on the Company and the Customer and the cost of the arbitration shall be in his award.
- 7.8 The Customer shall pay in addition to the Charges value added tax thereon at the rate or rates for the time being in force.
- 7.9 In the event of any sum payable by the Customer under the provisions of the Agreement (including the Charges) being unpaid when due then the Company shall be entitled to charge interest thereon at the rate of 3% per annum above Lloyds TSB Bank plc Base Rate from time to time in force (both before and after any judgement obtained hereunder).

8 **RECEIPT AND REDELIVERY OF PRODUCTS**

- 8.1 The Customer shall give the Company the longest practical notice of the arrival of any vessel, vehicle or other conveyance for discharge or loading of the Products. Such notice shall give details of the quantity of the Products involved and (without prejudice to the foregoing) in the case of a vessel shall be given in writing not less than 24 hours prior to its arrival.
- 8.2 Vessels, vehicles and other conveyances arriving at the Installation will normally be dealt with in the order of their actual arrival but the Company shall be entitled to vary this arrangement when appropriate circumstances dictate. The order of actual arrival of vessels will normally be treated as the order in which they give notice of readiness to the harbour authorities.
- 8.3 Receipt of the Products shall be by vessel, road vehicle, rail tank car, drum or pipeline into the Installation as referred to in the Method of Handling described in the Particulars. Discharging of vessels shall be by their own pumps into the Tankage. Discharging of road vehicles shall be by agreement between the Company and the Customer.
- 8.4 Subject to the sub-condition 8.5 and the payment of all sums due to the Company from the Customer the Company will otherwise redeliver the Products to the Customer in accordance with its reasonable written instructions.
- 8.5 Redelivery of the Products by the Company shall be by use of the Installation pumps and lines to vessel, road vehicle, rail tank car, drum or pipeline as referred to in the Method of Handling described in the Particulars. Save to the extent that the Chemical Loading Procedures apply to the Agreement the Company's responsibility for redelivering the Products to road shall be limited to ensuring that the Products are available for release at the loading point and the Customer shall be responsible for loading the Products into the road vehicle.
- 8.6 Receipt of the Products by the Company shall be deemed to have taken place when the Products pass the flange connecting the vessel's, vehicle's or other conveyance's outlet pipeline or hose to the Company's intake pipeline or receipt hose.
- 8.7 Redelivery of the Products by the Company shall be deemed to have taken place when the Products pass the last flange on the Company's outlet pipeline or delivery hose connected to or placed within the vessel's, vehicle's or other conveyance's inlet.
- 8.8 When the Products are received at or redelivered from the Installation by pipeline:
- a) receipt by the Company shall be deemed to have taken place when the Products pass the perimeter of the Installation or such other point as the parties may agree; and
 - b) redelivery by the Company shall be deemed to have taken place when the Products pass the perimeter of the Installation or such other point as the parties may agree.
- 8.9 When the Products are received at or redelivered from the Installation in containers or drums:
- a) receipt by the Company shall be deemed to have taken place when such containers or drums have been removed from the vessel, vehicle or other conveyance; and
 - b) redelivery by the Company shall be deemed to have taken place when such containers or drums have been placed on to the vessel, vehicle or other conveyance.
- 8.10 The Customer will ensure that when a vessel has berthed and the Installation is ready to receive the Products the vessel will begin forthwith to pump at the highest rate at which the vessel can pump and the Installation can safely receive the Products.

- 8.11 The Customer will use its best endeavours to ensure that all vessels, vehicles and other conveyances will leave the Installation as soon as loading or unloading is complete and further will vacate immediately at the request of the Company if for any reason they are unable to continue pumping or receiving the Products at an adequate rate which is reasonably determined by the Company and which in the case of a vessel pumping the Products will be determined in the light of the maximum rate at which the Installation can safely receive the Products.

9 **FAILURE TO DELIVER OR COLLECT PRODUCTS ON TIME**

- 9.1 Where the Company is notified of the time at which and/or quantity in which Products are to be delivered into or collected from the Installation and such Products are not delivered or collected at the time or in the quantities specified the Customer shall pay to the Company on demand all reasonable costs thereby incurred by the Company.

- 9.2 Where forerunnings, washings or other slops are generated from the Products during normal operations the Customer shall arrange at its own expense for the removal of such slops within 14 days of the receipt of notice to that effect from the Company. If such slops are not so removed the Customer shall pay to the Company on demand all reasonable costs thereby incurred for storage and disposal of said slops.

10 **MEASUREMENT OF QUANTITY**

The Company shall be entitled but not bound to tally, weigh, measure and examine the Products delivered for storage. The Customer shall pay the Company's proper charges for any such inspection of the Products carried out at the Customer's request. Alternatively the Customer may appoint a surveyor at its own expense to carry out such inspection. However the Company's certificate of the volume or weight of Products received or redelivered shall (save in the case of manifest error) be conclusive evidence of the volume or weight so received or redelivered.

11 **RISK AND INSURANCE**

- 11.1 Property and risk in the Products shall remain with the Customer at all times save to the extent provided for in sub-condition 15.3.
- 11.2 The Customer shall at its own cost effect and maintain with a well established and reputable insurance office or with Lloyd's Underwriters Fire and Special Risks Insurance in an adequate amount in respect of the Products during delivery to the Installation whilst stored at the Installation and during redelivery there from and adequate Public Liability Insurance in respect of all other risks and liabilities under the Agreement including but without prejudice to the generality of the foregoing Public Liability in respect of fire and sudden and accidental pollution.
- 11.3 The Customer shall ensure that its agents, clients and contractors shall be adequately insured against Public Liability risks when present at the Installation in connection with the Products.

12 **LIABILITY OF THE COMPANY AND ITS AGENTS LIMITATION & EXCLUSIONS**

- 12.1 The Company shall only be liable for damage to or loss of the Products to the extent that such liability is limited to the cost of such damaged or lost Products and such damage or loss was caused by the negligence of the Company after the Products have been received and before they have been redelivered by the Company in accordance with Condition 8. For the avoidance of doubt the Company shall in no circumstances whatsoever be under any

liability in respect of loss of or damage to the Products arising from any spontaneous change or deterioration thereof unless caused by the negligence of the Company.

- 12.2 The liability of the Company (other than for damage to or loss of the Products) arising whether directly or indirectly in connection with the Agreement or the performance or non-performance of its obligations hereunder and whether in contract, tort (including negligence) or for any other reason whatsoever shall not in respect of any occurrence or series of occurrences arising from any one cause (other than in respect of death or personal injury caused by the Company's negligence to the extent that such claims cannot be lawfully excluded) exceed £500,000.
- 12.3 The Company shall in no circumstances whatsoever be under any liability unless a written claim has been made to the Company within 30 days of the Customer becoming aware of the loss (which in the case of any damage to Products shall be deemed to have occurred within 30 days of redelivery) or in circumstances when the Customer can show that the requirement for a claim to be made within 30 days is not reasonable such longer period as is reasonable provided that such period will not in any event exceed one year.
- 12.4 The Company shall in no circumstances whatsoever be under any liability for any indirect or consequential loss or damage, loss of profits, loss of anticipated savings, loss of goodwill or reputation, loss of trading revenue, loss of production, loss of use or business interruption.
- 12.5 The Company relies on the Customer's knowledge, expertise and experience of the nature and properties of the Products in relation to their storage and handling and the Company shall in no circumstances be under any liability in respect of any loss or damage arising out of or connected with its reliance upon any advice given by any servant or agent of the Customer in respect of any such matter.
- 12.6 For the purpose of the indemnities and exclusions given to the Company in the Agreement references to the Company shall be deemed to include any Associated Company of the Company together with all of their directors, employees, contractors and agents who shall directly have the benefit of such indemnity or exclusion in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing the parties may rescind or vary the Agreement without the need for consent from any such third party. Save as provided for in this sub-condition 12.6 no other term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to the Agreement.

13 **TAXES, DUTIES AND CHARGES**

- 13.1 The Customer shall Indemnify the Company against all taxes, levies, charges, assessments or similar liabilities in respect of the Products stored or handled and any interest, penalties or costs charged or incurred in connection therewith including any duty charge or penalty on losses howsoever arising including losses on consignments removed under any duty suspension arrangement. It shall be a condition of the Company's obligation to redeliver any Products to the Customer that it shall first have been reimbursed the full amount of all such taxes as aforesaid as it may have paid but for which the Customer is liable.
- 13.2 Without prejudice to sub-condition 13.1 the Customer shall comply with all existing and future statutory requirements and rules in so far as they affect the Products prior to and during delivery, whilst in storage, and during and after redelivery and shall keep the Company informed at all times of the duty status of the Products and any changes thereto.

14 **ACCESS**

- 14.1 The Company shall permit any persons duly authorised by the Customer at all reasonable times to enter upon the Installation for the proper performance of their duties including inspection, testing, measuring and taking samples of the Products provided that such persons shall first report to the Company's office at the Installation and that such duties shall not involve any interference with the Company's normal business or its property or the property of its servants, agents, contractors or clients.
- 14.2 All persons entering the Installation or mooring vessels thereat do so at their own risk and the Company shall not be liable in any way whatever for any death or personal injury suffered by them or any loss or damage suffered to any vessels or property brought by them to the Installation save to the extent that such death, injury, loss or damage is caused by the negligence of the Company. The Customer shall Indemnify the Company against any losses, liabilities and costs arising from any claims for such death, injury, loss or damage suffered by any servants, agents, contractors or clients of the Customer.
- 14.3 The Customer shall Indemnify the Company against all losses, liabilities and costs arising out of or in respect of any act or omission of the Customer or any servant, agent, contractor or client of the Customer.
- 14.4 All persons entering the Installation shall obey the regulations, procedures and instructions of the Company which may at its reasonable discretion refuse admission to any person and require any person to leave the Installation at any time.
- 14.5 The Customer shall Indemnify the Company against all losses, liabilities and costs arising out of any failure on the part of the Customer its servants, agents, contractors or clients to obey the Company's regulations or instructions .

15 **ASSIGNMENT AND TRANSFER OF PROPERTY IN THE PRODUCTS**

- 15.1 The Customer shall subject to the approval of the Company (such approval not to be unreasonably withheld) have the right to assign/transfer all (but not some only) of its rights and obligations under this Agreement to any Associated Company of the Customer . Notwithstanding such assignment/transfer the Customer shall continue to remain responsible to the Company for the due fulfilment of all the terms and conditions of the Agreement.
- 15.2 Subject to sub-condition 15.1 the Customer shall not assign or transfer or sub-let the whole or any part of the Agreement or its rights or obligations thereunder.
- 15.3 The Customer warrants that it will retain property in the Products at all times from their receipt until their redelivery in accordance with Condition 8 unless property has been transferred to a client of the Customer or has been retained by a supplier of the Customer in which event the Customer shall Indemnify the Company against all losses, liabilities and costs arising out of any claim of any nature whatsoever made against the Company by such client or supplier directly or indirectly in connection with its property in the Products.
- 15.4 The Company shall have the right to assign/transfer all (but not some only) of it rights and obligations under this Agreement to any Associated Company of the Company.

16 **CONFIDENTIALITY**

Both parties shall treat as confidential all commercial information regarding the business of the other which is not in the public domain (or which is in the public domain as a result of the breach of this Condition) and shall not (save as may be required by law, any court of

competent jurisdiction or any regulatory authority) disclose any such information or the contents of the Agreement to any third party or use such information save that such information may be used and disclosed to its employees and those of its Associated Companies to the extent that it is reasonably necessary for the purposes of this Agreement.

17 **FORCE MAJEURE**

17.1 Either party shall be released from its obligations under the Agreement whilst and to the extent that performance thereof is delayed, hindered or prevented by force majeure.

17.2 Force majeure means any circumstances beyond the reasonable control of such party.

17.3 Without prejudice to the generality of sub-condition 17.2 and without being thereby limited force majeure includes any one or more of the following: acts or restraints of governments or public authorities, changes in law, war, revolution, riot or civil commotion, strikes, lock-outs or other industrial action whether of the party's employees or others, blockade or embargo, failure of supplies of power, fuel, transport, equipment or other goods or services, damage to the Facilities or the Installation by explosion, fire, corrosion, ionising radiation, radioactive contamination, flood, natural disaster, malicious or negligent act or accident, and breakdown or failure of equipment whether of either of the parties or others.

18 **TERMINATION**

18.1 Either party may terminate the Agreement by giving not less than the Minimum Notice Period specified in the Particulars in writing to the other expiring on or after the expiry of the Minimum Storage Period.

18.2 Either party may by notice in writing to the other terminate the Agreement:

- a) forthwith if the other party commits a material breach of any of the terms of the Agreement and (in the case of a breach capable of being remedied) does not remedy or does not take reasonable action to remedy such breach within 30 days after receipt of written notice calling upon it to remedy the same;
- b) forthwith if the other party shall enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purpose of amalgamation or reconstruction while solvent) or shall have a Receiver or Manager or Administrator appointed over any of its assets or shall make any assignment for the benefit of its creditors or shall cease to carry on business or any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect;
- c) in accordance with Condition 5; or
- d) if an event of force majeure (as defined in Condition 17) shall continue for a period of not less than 90 days.

18.3 The Company may by notice in writing to the Customer terminate the Agreement forthwith if it has reasonable grounds for believing that other than as a result of the Company's negligence the Products:

- a) have caused serious damage to the Facilities; or
- b) have become unstable or caused or are likely to imminently become unstable or cause pollution or harm to the environment or the health of humans.

If the Customer fails to remove the Products upon the termination of the Agreement in accordance subcondition 18.3(b) then the Company may at any time thereafter without notice remove and destroy or otherwise dispose of the Products and the cost thereof shall be borne by the Customer.

- 18.4 Any termination of the Agreement shall be without prejudice to either party's rights to claim damages from the other for any prior breach thereof. In the event that the Company terminates the Agreement in accordance with subconditions 18.2(a) or (b) or Condition 18.3 the Customer shall without prejudice to any other claim that the Company may have and by way of indemnity make payment to the Company within 30 days of receipt of an invoice the Charges that would have fallen due for payment had the Agreement continued in force until the earliest date that it could have been terminated by the Customer in accordance with subcondition 18.1 wherein such Charges shall be calculated on the basis that no further Products would have been received, stored or redelivered using the Facilities.
- 18.5 Without prejudice to the provisions of Condition 20 upon termination of the Agreement for any cause whatsoever the Customer shall be obliged forthwith to take redelivery of all the Products from the Company. Notwithstanding termination of the Agreement and without prejudice to either party's rights in respect of such termination both parties shall be obliged until all of the Products have been removed from the Facilities and the Tankage cleaned in accordance with sub-condition 18.7 to perform all obligations imposed upon them in terms of the Agreement as if the Agreement had not terminated. Should the Customer fail to take redelivery of the Products from the Company within thirty days of the Termination of the Agreement the provisions of Condition 21 shall apply.
- 18.6 The provisions contained in Conditions 4, 12, 14, 16 and 18 shall survive termination of the Agreement for any cause whatsoever.
- 18.7 Upon termination of the Agreement or earlier vacation of any Tankage the Customer shall bear the cost of cleaning the Facilities used in connection with the Products to at least the same condition as existed at the time when the Products were first received into the Installation and for the disposal of any residues. The cost of any cleaning during the currency of the Agreement carried out at the Customer's request or required pursuant to any regulation, statutory requirement or due to deposits arising from the Products shall be borne by the Customer.

19 **NOTICES**

Any notice hereunder other than operational notices which shall be sent to the Installation shall be in writing and may be served by leaving it or sending it by telex, facsimile, pre-paid recorded delivery or registered post to the address of the other party set out in the Particulars (or as otherwise notified from time to time hereunder). Any notice so served shall be deemed to have been received:

- 19.1 in the case of email or facsimile 2 hours after the time of despatch or if despatched on a weekend or a public holiday at 9.30 am on the first working day thereafter; and
- 19.2 in the case of recorded delivery or registered post two working days from the date of posting or seven working days if posted to or from outside the United Kingdom.

20 **LIEN**

The Company shall have a general lien on the Products in store in respect of all sums owing to the Company by the Customer (whether or not in respect of those or any other products or otherwise howsoever) and in respect of all liabilities of the Customer to the Company (whether or not liquidated or contingent) and in respect of all such sums and liabilities (whether or not sums owing by the Customer or liabilities of the Customer) accrued or accruing in connection with the Products. The Company's lien shall extend to all storage and other charges or liabilities to the Company accruing in connection with any Products retained by the Company in the exercise of its lien.

21 **RIGHT OF DISPOSAL**

Without prejudice to any other rights or remedies of the Company under the Agreement and these Conditions if the Customer fails to remove the Products within thirty days of the termination of the Agreement or fails to pay any sum to the Company on its due date for payment or fails on demand to provide security reasonably demanded by the Company for any liability (whether or not liquidated or contingent) incurred to the Company then the Company may at any time thereafter without notice sell any of the Products on such terms as it may think fit and retain the proceeds of sale so far as it may require to discharge or secure all sums due or liabilities incurred to it including the expenses of any such sale. If the Products prove unsaleable the Company may destroy or otherwise dispose of them and the cost thereof shall be borne by the Customer.

22 **TRANSPORT, PACKING, CONTAINERS**

The Customer shall be responsible for ensuring that transport, packing materials and containers or tanks for use in delivery and taking redelivery of Products into or out of the Installation are in a clean tight and sound condition complete with all accessories and comply with all relevant regulations or statutory requirements. The Customer shall be liable for and shall Indemnify the Company against all losses, liabilities and costs arising out of or connected with any failure of such transport, packing materials, containers or tanks to comply with this Condition and the use by the Company thereof as presented shall not constitute any representation or acceptance of an obligation as to such compliance.

23 **WAIVER**

The failure to exercise or delay in exercising a right or remedy under the Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single partial exercise of any right or remedy under the Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

24 **ENTIRE AGREEMENT AND CONFLICT OF TERMS**

The Agreement shall contain the entire understanding between the parties and supersede any subsisting arrangements relating to the storage of the Products in the Tankage. The parties acknowledge that they have not relied upon or been induced to enter into the Agreement by a representation, warranty or undertaking other than those expressly set out in the Agreement and therefore neither party shall save in the event of any fraud be liable to the other on any grounds whatsoever (including under the Misrepresentation Act 1967) in respect thereof. The Customer shall by presenting the Products for storage at the Installation be deemed to accept the terms of the Agreement. No conditions submitted or referred to by the Customer or incorporated in the Customer's order form or elsewhere shall form a part of the Agreement unless otherwise agreed to in writing by the Company and to the extent that any conditions submitted or referred to by the Customer would otherwise form part of the Agreement then the same shall be deemed to be waived.

25 **PROPER LAW**

The Agreement shall be governed and construed in accordance with the laws of England and the Customer and the Company agree to submit to the non-exclusive jurisdiction of the Courts of England.

VERSION 2010