

Schedule – Terms and Conditions - Bulk fuel purchases

1. INTERPRETATION

1.1 In this Agreement:-

“**Account**” shall mean the bank account nominated in writing by the Customer to the Supplier for purposes of clause 5.1;

“**Buy Price**” means, on any given day, the purchase price per litre of Stock payable by holders of the Applegreen Fuel Card, as determined by the Commercial Fuels Department of the Supplier and as may be published by the Supplier on its website or otherwise notified to the Customer, and/or Applegreen Fuel Card customers generally;

“**Credit Terms**” means the credit terms applicable to all account holders of Petrogas Group UK Ltd which are accepted by the Customer in signing the bulk fuel application form.

“**Delivery**” means the delivery of Stock by the Supplier to the Premises which shall occur when the Stock passes the fill pipe connection into the Customer's storage equipment (and Delivers shall be interpreted accordingly);

“**Delivery Date**” means the date that the Supplier Delivers the Stock to the Customer;

“**Effective Date**” means the date of this Agreement;

“**Environment**” means the environment generally including all of its physical and ecological aspects including, without limitation, air (including, without limitation, that within buildings or natural or man-made structures above or below ground); water (including, without limitation, the open sea, coastal or inland waters and ground waters, drains and sewers); land (including, without limitation, the sea bed or riverbed under any water as described above, surface land and sub-surface land);

“**Environmental Law**” means any law relating to the Environment whether United Kingdom law, European Community law, any common or customary law or legislation, any order, rule, regulations, directive, statutory instrument, by-law or any legislative measure thereunder;

“**Environmental Release**” means the leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, dumping or disposing of Motor Fuel into the Environment;

“**Equipment**” means any equipment specified in Schedule 1 hereto, supplied by the Supplier

“**Laws**” mean any and all constitutions, statutes, statutory instruments, laws, bye-laws, rules, directives, mandatory practices ordinarily observed, treaty, code, regulations and any final non appealable decree, judgment, injunction or order of any court of competent jurisdiction, including amendments, modifications, extensions, replacements or re-enactments thereof including for the avoidance of doubt any Environmental Law and in each case having application in the United Kingdom;

“**Premises**” means the premises where at the Customer carries on the business and shall be deemed to include any adjoining land owned or occupied by the Customer at the date of this Agreement and subsequently used for operation of the Customer's business.

“**Relevant Licence**” means a valid and subsisting licence, of whatsoever nature including any governmental, statutory, local authority or other licence, approval, consent, permit or authorisation of whatever kind required by the Customer for purposes of the operation of its business;

“**Specifications**” means the specifications for the Works as specified in writing by the Supplier;

“**Stock**” means any products supplied by the Supplier to the Customer under the terms of this Agreement, as may be agreed between the Parties from time to time, other than the Equipment,

“**Works**” means the installation of fuel interceptors for the purpose of the prevention of an Environmental Release together with such other works as the Supplier requires to be carried out on or at the Premises for the purpose of the installation of the Equipment as outlined at Schedule 2.

1.2 In construing this Agreement, unless otherwise specified:

(a) any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of this Agreement) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Agreement);

(b) words denoting any gender include all genders and words denoting the singular include the plural and vice versa;

(c) all references to recitals, sections, clauses, paragraphs, schedules and annexures are to recitals in, sections, clauses and paragraphs of and schedules and annexures to this Agreement;

(d) headings are for convenience only and shall not affect the interpretation of this Agreement;

(e) in construing this Agreement general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and any reference to the word "include" or "including" is to be construed without limitation;

(f) any reference to "Agreement" or any other document or to any specified provision of this Agreement or any other document is to this Agreement, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement or that document and specifically includes this schedule and all other schedules to this Agreement;

(g) any reference to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

(h) any reference to a person includes his successors, personal representatives and permitted assigns.

2. SUPPLY

2.1 The Supplier shall supply and the Customer shall purchase Stock in accordance with the terms and conditions of this Agreement.

4. ORDERS

4.1 All orders placed by the Customer for purchase of Stock are subject to acceptance by the Supplier. The Supplier may choose not to accept the Customer's order for any reason and will not be liable to the Customer or to anyone else in those circumstances.

4.2 The Supplier shall commence Delivery of Stock on the Delivery Date. If the Customer declines a Delivery, such declination shall be deemed a material breach of this Agreement for purposes of clause 13.1(a).

4.3 The Customer must do all that the Customer reasonably can to enable delivery to take place at the given time and place. If the Customer delays delivery, or delivery fails because the Customer has not taken appropriate steps, the Supplier will try to arrange for an alternative delivery date of the failed delivery. If delivery fails as a result of circumstances within the Customer's control, the cost of any re-delivery shall be borne by the Customer. The Supplier shall have no liability for any failure or delay in delivering an order to the extent that such failure or delay is caused by the Customer's failure to comply with its obligations under this Agreement. If the Supplier is unable to arrange a date for re-delivery the Supplier may cancel the Customer's order for the Stock.

4.4 The Supplier reserves the right to deliver an order in instalments by separate delivery shipments.

5. PRICE & PAYMENT

5.1 The Customer shall purchase the Stock (subject to the Credit Terms) at the Buy Price and pay the Supplier on a per litre basis through a valid issued Applegreen Fuel Card account only on delivery of the said Stock. For the avoidance of doubt, the Customer hereby authorises the Supplier to debit the Customer's Applegreen Fuel card Account in respect of each delivery of Stock under this Agreement, including

the cost of delivery and any other costs or charges incurred in connection therewith (and any other payment required to be made by the Customer under this Agreement). To the extent that it may be necessary, and further to the terms and conditions of the Customer's Fuel Card Account the Customer further authorises the Supplier to debit the Customer's bank account for any and all amounts validly due and owing under this Agreement

5.2 The Supplier shall invoice the Customer on delivery of the Stock under and in accordance with the terms of the Customer's Applegreen Fuelcard commercial terms and conditions of use.

5.3 All sums payable by the Customer under this Agreement shall be paid in full to the Supplier without set-off, deduction, condition or counterclaim whatsoever.

5.4 If the Customer fails to make any payment due under this agreement on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment), at a compound rate 12% per annum.

5.5 The Customer shall pay and be responsible for all Valued Added Tax and other taxes excise duties and other assessment and charges of any kind and nature, now or in the future, levied by any governmental authority relating to the purchase sale storage or use of the Stock insofar as the same is not expressly included in the cost of the Stock.

6. SUPPLIER OBLIGATIONS

6.1 The Supplier shall provide account information, pricing and invoices as provided for in the Fuel Card Terms and Conditions.

7. CUSTOMER OBLIGATIONS

7.1 The Customer shall inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises.

7.2 The Customer shall pay the Supplier in accordance with clause 5 and not cancel any direct debit mandate authorising payment in respect thereof.

7.3 The Customer shall not disseminate, discuss, communicate or disclose any commercial details of this agreement or any details of the commercial relationship between the Supplier and the Customer to any third party whatsoever.

7.4 The Customer shall prevent any Environmental Release on the Premises and shall comply with all applicable Environmental Laws and obtain any and all requisite Environmental Licences and at all times remain in compliance with all such Environmental Licences, and not to cause or contribute to causing any Environmental Release. For the avoidance of doubt, the Supplier is not in any way responsible for

environmental risk of storage of Stock whilst on the Customer's Premises;

7.5 The Customer shall comply with and cause its servants and agents to be aware of and comply with all Laws, and for the avoidance of doubt all statutory provisions and all provisions contained in any Regulation or Bye-Law made by any competent authority and any condition and all conditions imposed by any such authority in any licence held (or required to be held) by the Customer or otherwise or imposed by any policy of insurance relating to or affecting the use by the Customer of the property or the equipment thereon or therein and the storage or use of the Stock, motor fuel or other explosives or inflammable oils or substances and keep the Supplier fully and effectively indemnified from and against all actions, proceedings, costs, claims and demands occasioned by or arising out of any breach of any statutory or other provision as aforesaid where such breach is the fault of the Customer (to include negligence on the part of the Customer) or against any loss which the Supplier may suffer as a result of any such breach as aforesaid.

7.6 The Customer shall comply with the recommendations or requirements of the appropriate authority (including the relevant licensing authorities) in relation to the fire precautions and to indemnify and keep the Supplier indemnified at all times against all claims, demands and liabilities in respect of the Customer's obligations under this Agreement where such claims etc. arise as a result of the Customer's fault (including negligence) in failing to so comply.

7.7 The Customer shall save harmless, indemnify and keep indemnified the Supplier from and against all actions, proceedings, costs, expenses, claims and demands and against all loss arising whether directly or indirectly out of or in connection with the receipt, storage and dispensing of Stock provided by the Supplier on in or from the Customer's premises where same arises by virtue of the fault (including negligence) of the Customer.

8. TITLE AND RISK

8.1 Risk in the Stock shall pass to the Customer on Delivery.

8.2 Title in the Stock shall not pass to the Customer until payment in full is received in respect of each Delivery in accordance with the Credit Terms and the Applegreen Fuel Card terms and conditions, and the Supplier explicitly states its entitlement to Retention of Title, and to enter onto the Premises and recover any Stock which is not paid for by the Customer in accordance with the Credit Terms.

8.3 Until title in the Stock passes from the Supplier to the Customer, the Customer shall store the

Stock at the Customer's own cost separately from other fuel stock in the Customer's possession and shall not co-mingle the Stock with other fuel from other suppliers. The Customer shall grant the Supplier an irrevocable licence at any time to access and enter any premises where the Stock is, or may be, stored to inspect, repossess and remove them.

9. FORCE MAJEURE

9.1 The Supplier shall not be liable or responsible for any failure to perform or delay in Delivery that is caused by events outside of its reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the Supplier's reasonable control and includes in particular (without limitation) the following:

- (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (b) fire, explosion, storm, flood, snow, earthquake, subsidence, epidemic or other natural disaster or other unavoidable accident;
- (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (d) impossibility of the use of public or private telecommunications networks;
- (e) any curtailment, failure or cessation of supplies of petroleum from any of the Supplier's sources of supply (whether in fact sources of supply for the purposes of this Agreement or otherwise);
- (f) any compliance with any law regulation or ordinance or with an order demand or request of any international national port transportation local or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or
- (g) the acts, decrees, legislation, regulations or restrictions of any government.

9.3 Performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues.

10. CUSTOMER WARRANTIES

10.1 The Customer represents warrants and undertakes to the Supplier that it:

- (a) has full power and authority to enter into this Agreement having obtained where and if necessary, the consent and authority of any interested third party such that the entry into of this Agreement will, when executed, constitute binding obligations on the Customer and shall not contravene the terms of any other agreement to which the Customer is or may be party.
- (b) is and shall remain compliant with, for the duration of this Agreement, all Relevant Licences
- (d) is and shall remain compliant with all Laws.

11. CUSTOMER INDEMNITY

11.1 The Customer agrees to indemnify and hold harmless the Supplier against all losses, damages, costs (including legal costs) and professional and other expenses of any nature whatsoever incurred or suffered by the Supplier as a consequence of any breach by the Customer of any term of this Agreement or act or omission of the Customer (including its employees and agents whether or not in the course of their employment or provision of their services) or pursuant to any breach of warranty under this Agreement or pursuant to or an Environmental Release or any a breach by the Customer of any Law or a breach by the Customer of any term of any Relevant Licence and/or the failure to maintain any such Relevant Licence.

12. DURATION

12.1 This Agreement shall commence on the Commencement Date and shall, subject to the provisions of clause 13, continue in force until termination of the agreement.

13. TERMINATION

13.1 The Supplier may without prejudice to its rights to terminate this Agreement also suspend further supply or delivery, stop any Stock in transit if the Customer is in breach of an obligation hereunder. In addition, without affecting any other rights that it may be entitled to, the Supplier may give notice in writing to the Customer terminating this Agreement immediately if:

- (a) the Customer commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days of being notified in writing to do so; or
- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is otherwise deemed unable to pay its debts; or
- (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; or
- (e) an application is made to court, or an order is made, for the appointment of an examiner or if a notice of intention to appoint an examiner is given or if an examiner is appointed over the Customer; or
- (f) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed a receiver; or
- (g) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
- (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress,

execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 11; or
- (j) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.2 In the event that the Supplier terminates this Agreement in accordance with clause 13.1, the Customer shall:

- (a) pay to the Supplier in full, the balance outstanding on the account.
- (b) Not do or omit to do anything which in the reasonable opinion of the Supplier may prejudice or jeopardise the good name of the Supplier or the Supplier's brand.

14. CONSEQUENCES OF TERMINATION

14.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

14.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

15. GUARANTEES

15.1 In the event that the Customer enters the herein agreement either in a Personal Capacity or as a Shareholder, in consideration for the Supplier entering into this agreement with the Customer, the Customer(s) (and each of them individually) will personally guarantee the performance of all of the Customer's current and future financial obligations and hereby guarantee to the Supplier:

- (i) To pay on demand an amount equal to the guaranteed liabilities under this Agreement.
- (ii) To indemnify and keep indemnified the Supplier in full and on demand from and against all losses, costs, claims, liabilities, damages, demands and expense suffered or incurred by the Supplier arising out of, or in connection with the failure by the Customer to discharge the Guaranteed Liabilities.
- (iii) The Supplier shall not be obliged before taking steps to enforce any of its rights and remedies under this clause 14 to either take any action or obtain judgment in any court against the Customer(s) or to make demand, enforce or seek to enforce any claim, right or remedy against the Customer(s).

16. VARIATION

16.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17. WAIVER

17.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

17.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

18. CUMULATIVE REMEDIES

18.1 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

19. SEVERANCE

19.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

20. ENTIRE AGREEMENT

20.1 This Agreement and any documents forming part of the Schedules to this Agreement constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between the Supplier and the Customer whether written or oral, relating to the subject matter of this Agreement.

20.2 Each party acknowledges that, in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or any documents forming part of the Schedules to this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

20.3 Nothing in this clause shall limit or exclude any liability for fraud.

21. NO PARTNERSHIP OR AGENCY

21.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act

as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. RIGHTS OF THIRD PARTIES

22.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

23. NOTICES

23.1 Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered against receipt of the addressee or his or its duly authorised agent or if sent by pre-paid post addressed to the party to whom such notice is to be given at the address set out for such party herein or if sent by email to the party to whom such notice is to be given at the following addresses:-

- The Supplier Address and Contact Email address
- Petrogas Group UK Ltd., 3 The Limes, Dunstable Street, Apthill, MK45 2GJ.
- fuelcarduk@applegreenstores.com
- The Customer Address as detailed at page 1 of the Agreement

(or such other address, email address or facsimile/telephone number as it may from time to time designate to all other parties hereto in accordance with the provisions of this clause 20) and any such notice or other communication shall

be deemed to have been duly given if delivered at the time of delivery and if sent by post or email as aforesaid seventy two hours after the same shall have been posted or emailed.

24. Disputes Resolution

24.1 In the event of a dispute or difference between the Parties under or in connection with this Agreement (a "Dispute") either party may give notice to the other that a Dispute has arisen ("Notice of Dispute"). Such Dispute shall, in the first instance, be referred to the senior management of both Parties, who shall seek to resolve the Dispute.

24.2 If the Dispute has not been resolved within fourteen (14) days of the service of the Notice of Dispute, or such other time as may be mutually agreed by the parties prior to the expiry of fourteen (14) days the matter shall be referred to Arbitration by either of the parties by notice in writing. Within ten (10) days of the date of such notice, an Arbitrator shall be appointed by the parties.

In the event that the parties cannot agree upon the appointment of an Arbitrator within ten (10) days of the notice to refer to Arbitration, the parties shall seek the nomination of an Arbitrator by the President for the time being of the Law Society of England and Wales. The Arbitrator, in conjunction with the Parties, shall decide on the procedure to govern the Arbitration and an appropriate timeframe for the resolution of the Dispute. Without prejudice to the foregoing, the conciliation must be completed within three (3) months from the date of notice to refer to Arbitration, unless otherwise agreed between the Parties. The decision of the Arbitrator shall be binding on all Parties.

26. LIABILITY

25.1 The Supplier shall not be liable to the Customer (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any: (i) loss of profits, business, contracts, goodwill, business opportunity and other similar losses, or any business interruption; or (ii) indirect or consequential loss, neither will the Supplier be liable to the Customer for any other loss which is not a foreseeable consequence of the Supplier being in breach of these Terms and Conditions or their legal duties.

26. LAW AND JURISDICTION

26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England & Wales. If the Customer is domiciled in Scotland (according to the Civil Jurisdiction and Judgments Act 1982) or Stock is delivered to the Customer in Scotland, the Supplier may elect that the Contract shall be governed by and construed in accordance with Scottish law and/or all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the Scottish Courts.

26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).