

Johnston Oils Limited

April 2011

Summary of Terms and Conditions of Sale

CHEAPHEATINGOIL WEB SITE

Prices: Products supplied will be charged at the price ruling on day of uplift. Quoted prices may be varied when any change of circumstances occurs after the order is placed.

Discounts: Discounts agreed by the seller may only apply if payment is received by the seller by the due date for payment.

Payment: Payment for products supplied shall be due in cash on or before delivery, or on such credit terms which the seller may from time to time extend. Late payment of any invoice will render the whole account as falling due for immediate payment.

Quantity: Bulk deliveries will be measured by meter and the seller's measurement is final. The buyer may be represented at the taking of measurement's in order to verify the measurement's.

Storage: The buyer is responsible for ensuring clear and safe access and that the storage provided for the products delivered meets with all current and future regulations. The buyer is also responsible for ensuring that there is sufficient ullage in the storage vessel when the seller delivers the quantity ordered by the buyer.

Petroleum Spirit: The buyers shall ensure that all current and future regulations are complied with, before and during delivery.

Risk: Risk in the products supplied shall pass to the buyer immediately upon delivery.

Property: The products purchased shall remain the sole property of the sellers until paid for in full by the buyer.

Interest: Interest will be applied to all overdue balances at a rate of 3% above Lloyds Banking Group base lending rate.

Credit Check: The Company reserves the right to make use of a Credit Reference Agency who will keep a record of that search.

Rt Chq./ Ddeb Charge: An administration charge will be made for each unpaid cheque or Direct Debit transaction.

Abortive Delivery Charge: The seller reserves the right to apply charges in the event of inability to deliver through circumstances controlled by the buyer.