

SCHEDULE OF STANDARD DOMESTIC TERMS AND CONDITIONS OF SUPPLY (RE-SIGN)

1. Definitions

In this Schedule of Standard Domestic Terms and Conditions of Supply the following words shall have the meanings set out below:

"**Agreement**" means the Supply Agreement to which these Standard Terms and Conditions of Supply are attached and form part of; "**BP**" means BP Oil UK Limited, or its subsidiary companies, and its assignees. "**BP Gas**" is a trading name of BP Oil UK Limited; "**Equipment**" means the tanks, pipework (excluding Service Pipework) and ancillary items for the storage and use of LP Gas up to and including the emergency stop valve and which, subject to the terms of the Agreement, are owned by BP; "**LP Gas**" means liquefied petroleum gas of the type specified in the Agreement; "**Offer Price**" means the gas price per litre specified in the Agreement; "**Service Pipework**" means pipework beyond the first stage pressure reduction assembly together with the 2nd stage pressure reduction assembly, termination valve and meters (if applicable); and "**Tank Transfer**" and "**Tank Uplift**" shall respectively have the meanings set out in the Domestic Bulk Liquefied Petroleum Gas Market Investigation Order 2008.

2. Commencement and Duration

2.1 **Subject to the provisions of the notice** contained in Clause 2.3, the Agreement shall commence on the date specified in the Agreement, being the date the day after the conversation held between the Buyer and representative of BP Gas which led to the formation of the Agreement ("Commencement Date") and, subject to the other terms of the Agreement, shall continue for at least the exclusivity period as stated in the Agreement ("Exclusivity Period") and thereafter, and where no such Exclusivity Period is specified, until terminated by either Party giving to the other forty two (42) days' prior written notice. Where there is an Exclusivity Period, a notice of termination may be served 42 days prior to the expiry of the Exclusivity Period or any time thereafter. 2.2 During the Exclusivity Period, the Buyer shall not enter into any agreement with any other party for the supply of LP Gas, or associated equipment for delivery of LP Gas, to the premises specified in the Agreement.

2.3 **NOTICE:** During a period of seven (7) working days from the date of the Agreement, the Buyer has the right to cancel the Agreement without giving any reason, and without incurring any penalty or charge, for doing so provided always that the Buyer informs BP of this fact within the seven (7) working days either by telephoning: 0845 300 0038, emailing: bpogas@uk.bp.com, or writing to BP Gas, 1 Cambuslang Way, Glasgow G32 8ND and provided always that the Buyer shall pay BP for any LP Gas consumed by the Buyer prior to cancelling the Agreement under this Clause 2.3.

3. Supply of LP Gas

3.1 BP shall supply the Buyer with LP Gas from the Commencement Date.

3.2 The estimated annual tonnage of LP Gas specified in the Agreement may be varied from time to time by the Parties' written agreement whereupon the price payable by the Buyer under Clause 5.1 hereof may be varied by BP at BP's discretion.

4. Equipment maintenance

4.1 Subject to Clauses 4.2 and 4.3, any Equipment will remain the property of BP unless and until such time as the Equipment is sold by BP to a third party LP Gas supplier by way of Tank Transfer.

4.2 BP shall maintain the Equipment but BP shall not maintain any equipment belonging to, or provided by, or which becomes the property of, the Buyer.

4.3 If BP owns the Service Pipework prior to the Commencement Date, on the Commencement Date ownership of the Service Pipework shall transfer, without additional charge, to the Buyer who thereupon becomes responsible for its safety and maintenance. If the Buyer owns the Service Pipework prior to the Commencement Date, ownership shall remain with the Buyer and the Buyer shall be responsible for the safety and maintenance of the Service Pipework during the term of the Agreement.

5. Charges and Payment

5.1 The Buyer shall pay:

5.1.1 the initial and daily standing charges as specified in the Agreement upon delivery of the appropriate invoice by BP. All such charges may be revised annually in line with the prevailing UK Retail Price Index at BP's discretion. The Buyer will be given at least one month's prior notice of any such increase or decrease; and

5.1.2 the price (per litre) for LP Gas supplied charged at the BP price in force at the time of delivery together with Value Added Tax thereon at the appropriate rate for the time being in force within 30 days of the date of the relevant invoice issued by BP.

5.2 BP shall give the Buyer advance notice of any additional charges to be paid by the Buyer from time to time (such additional charges may be levied in respect of, but not limited to, unplanned or emergency maintenance of the Equipment, maintenance of Equipment required as a result of damage caused by the Buyer, and additional services provided by BP to the Buyer at the request of the Buyer) before providing such services. BP will only levy a charge which covers the cost of the service or activity to which it applies.

5.3 The Offer Price is fixed for the period of time specified in the Agreement.

5.4 Following expiry of the Offer Price, or where no Offer Price is specified and a variable price is in effect, BP shall be entitled to increase the prevailing price from time to time upon notification to the Buyer up to a maximum of 2.5 pence per litre (exclusive of VAT at the appropriate rate) over any given 6 month period (in one or a series of increases) (the "Maximum Price Increase"). Subject to Clause 5.6, if BP increases the price by any value that exceeds the Maximum Price Increase, the Buyer may within 14 days of receiving notice of the relevant price

increase, terminate the Agreement by giving 42 days' prior written notice to BP. If the Buyer does not give notice to terminate within such 14 day period, the Buyer shall be deemed to have accepted the price increase.

5.5 If the Buyer serves notice to terminate the Agreement under Clause 5.4, the price per litre to be charged during the 42 days' prior notice period will not exceed the Maximum Price Increase and BP will refund the Buyer any amount paid which exceeds such price.

5.6 The Buyer will not be entitled to terminate the Agreement under Clause 5.4 if the value exceeding the Maximum Price Increase reflects an equivalent increase in the cost of LP Gas as measured by reference to the propane market. The market benchmark used will be the spot rate for large propane cargos shipped to North West Europe. To rely on this Clause 5.6, BP must notify the Buyer of the current benchmark rate and the historic benchmark rate at the time BP's standard retail price was last changed so as to demonstrate that the value exceeding the Maximum Price Increase is no higher than the increase in the cost of LP Gas.

5.7 BP shall notify the Buyer of any variation in the price of LP Gas not specified in the Agreement.

5.8 In the event of non-payment of any of the sums under Clause 5.1 on the due date, BP shall be entitled:

5.8.1 to payment of interest on the amount outstanding from the due date until payment is made in full at 2% per annum above the Bank of England base rate from time to time; and

5.8.2 to withhold further delivery of LP Gas.

5.9 BP may at any time withhold any sum due from BP to the Buyer and set off the same against any sum due from the Buyer to BP under the Agreement.

6. Buyer's Obligations

During the term of the Agreement the Buyer shall:

6.1 ensure and maintain an adequate line of vision between the tank and the LP Gas delivery vehicle and provide adequate vehicular and pedestrian access to the Buyer's premises for the LP Gas delivery tanker and/or required collection of any Equipment and LP Gas and for any of the activities specified in Clause 6.3;

6.2 ensure that at all times all reasonable instructions and recommendations of BP relating to the storage, handling and use of LP Gas are observed and complied with;

6.3 during the term of the Agreement and for 14 days after termination of the Agreement or, in the case of a Tank Uplift, until the tank is removed by BP, allow duly authorised representatives of BP full and unrestricted access to the Equipment at all reasonable times and on reasonable notice (except in emergencies or in the case of Top Up deliveries) to inspect, maintain, repair, replace or remove as the case may be part or the whole of the Equipment or to amend or remove signage as BP considers to be necessary;

6.4 not permit any person, company, business or association other than BP or its duly authorised representatives to deliver LP Gas or other substance into the Equipment;

6.5 notify BP immediately if the Buyer considers any Equipment is in need of maintenance or repair;

6.6 not deface, damage, abandon or in any way remove or interfere with any Equipment or any markings thereon or cause or allow any such thing to be done;

6.7 not sell, lend, rent, dispose or part with possession of any Equipment, nor give or allow anyone to obtain any legal rights over the Equipment;

6.8 give BP at least one month's written notice of intention to vacate the premises (such notice shall not affect Clause 9.4); 6.9 ensure that all persons (other than BP employees, agents or contractors) concerned with the storage, handling and use of LP Gas at the premises are aware of its properties and take all reasonable precautions in connection with the storage, handling and use of the same; BP Oil UK Limited is regulated by the Securities and Futures Authority;

6.10 not use or permit others to use the LP Gas as a fuel in vehicles intended or authorised for travel on the public highway unless excise duty has been charged by BP;

6.11 maintain and upkeep the Service Pipework and further maintain and upkeep any equipment which belongs to the Buyer to relevant manufacturer's standards pertaining to such equipment;

6.12 reimburse BP for its reasonable costs and losses incurred in respect of any loss, leakage or contamination of LP Gas delivered which may occur as a result of any breach of this Clause 6 or any negligent act or omission of the Buyer, its employees agents or contractors save only to the extent that such loss, leakage or contamination results from any negligence or breach of duty of care on the part of BP, its employees agents or contractors.

6.13 where the Buyer is a By Request Customer (as defined in Clause 7.2 below), advise BP if the tank contents level falls below twenty five percent (25%).

6.14 advise BP in writing of any additional usage of LP Gas or extra appliances installed to enable BP to assess whether BP may alter the Buyer's delivery requirements.

7. Delivery

Top Up delivery only:

7.1 Where the Buyer elects to receive a Top Up delivery service from BP ("Top Up Customer"), the Top Up Customer shall:

7.1.1 accept delivery of LP Gas if a delivery tanker is operating in the area of the Buyer's premises; and

7.1.2 take delivery of LP Gas on such days, and between such hours, as may from time to time be reasonably specified by BP.

By Request delivery only:

7.2 Where the Buyer elects to receive a By Request delivery service and BP agrees to such an election ("By Request Customer"), the By Request Customer:

7.2.1 acknowledges and accepts that BP cannot accept orders for a fixed quantity of LP Gas; and

7.2.2 shall take delivery of LP Gas on such days, and between such hours, as may from time to time be reasonably specified by BP.

7.3 BP shall wherever possible deliver LP Gas into the tank to fill it to its maximum capacity. Currently the maximum capacity is eighty five percent (85%) of the tank but BP reserves the right to notify the By Request Customer of a change in the maximum capacity percentage from time to time. All deliveries:

7.4 BP reserves the right to make an additional charge for emergency deliveries (being urgent deliveries required by the Buyer as a result of the Buyer's own acts or omissions) to reflect the reasonable costs incurred by BP in making such deliveries. The Buyer will be informed of the amount of any such charge prior to the delivery being made.

7.5 BP will provide a delivery note in respect of each LP Gas delivery which, in the absence of any evidence to the contrary, is proof of delivery and evidence of the quantity of LP Gas delivered whether such note is signed by the Buyer or not. BP's method of measurement shall be accepted by the Buyer but the Buyer may be represented at the taking of these measurements in order to check them if the Buyer so desires.

8. Risk and Title

8.1 Risk in LP Gas shall pass from BP to the Buyer when on discharge LP Gas passes the tank valve of the tank;

8.2 Property in the LP Gas will not pass to the Buyer until the Buyer has paid for the LP Gas in full.

9. Termination

9.1 If BP or a representative for BP conducts a site survey at the Buyer's premises (as specified in the Agreement) and does not approve the premises for the supply of LP Gas, on so notifying the Buyer the Agreement shall immediately terminate.

9.2 BP may terminate the Agreement on immediate written notice if the Buyer fails to make any payments due or commits any material breach of any of its obligations under the Agreement and does not remedy such breach within 14 days of written notice to do so, or commits an act of bankruptcy, or has a receiving order made against him, or enters into any arrangement with his creditors or suffers any distress or execution to be levied upon his goods.

9.3 The Buyer may terminate the Agreement immediately if BP commits any material breach of any of its obligations under the Agreement and does not remedy such breach within 14 days of written notice to do so, or commits an act of insolvency, or has a receiving order made against it, or enters into any arrangement with its creditors or suffers any distress or execution to be levied upon its assets.

9.4 The Agreement shall terminate immediately if the Buyer vacates the premises (as specified in the Agreement).

9.5 On termination of the Agreement however occasioned, the Buyer shall immediately pay all sums due to BP under the Agreement including interest, if any.

9.6 To the extent that the Buyer requests a Tank Uplift for the provision of LP Gas from a new LP Gas supplier or a Tank Uplift is otherwise required, the Buyer will allow (a) BP to enter upon the premises to remove the Equipment and any LP Gas contained in the Equipment and/or (b) an authorised person to disconnect and store the uninstalled tank at the Buyer's premises pending collection within a reasonable time by BP or its authorised representative.

9.7 No refund of installation charges or any residual LP Gas paid for will be available on termination of the Agreement. It is recommended that LP Gas be used up by the Buyer prior to the date of expiry of the termination notice.

9.8 If the Agreement is terminated and the tank is removed by BP, the Service Pipework will be made safe by BP.

9.9 Subject to Clauses 9.10 and 9.11, upon termination of the Agreement BP shall be liable for all of the costs incurred in removing and repossessing the Equipment in the case of a Tank Uplift or any costs incurred by BP in effecting a Tank Transfer to a new LP Gas supplier. BP shall not be liable for any costs involved with reinstating the ground.

9.10 If the Buyer terminates the Agreement during the Exclusivity Period other than pursuant to Clauses 9.3 or 11, BP shall be entitled to charge the Buyer for BP's direct losses associated with the Buyer's termination, including but not limited to loss of profit in providing LP Gas to the Buyer during the remaining term of the Exclusivity Period. The maximum charge made to the Buyer under this Clause shall be such sum as to compensate BP for the Buyer's breach of contract.

9.11 If upon termination of the Agreement the Buyer will no longer use LP Gas as a domestic fuel supply and will not seek LP Gas from another LP Gas supplier, BP shall be entitled to charge the Buyer a reasonable uplift fee to cover BP's removal and repossession of the Equipment and making safe any relevant pipework and will not be liable for any costs involved with reinstating the ground. If in BP's reasonable opinion, the costs associated with the removal and repossession of the Equipment and making safe the pipework, or any act connected to it or required to be done in order to remove and repossess the Equipment or make safe the pipework, is higher than standard costs due to any act or omission of the Buyer which complicates the necessary work or requires additional cost to BP, BP shall be entitled to charge a fee to cover these further costs in addition to charging the uplift fee.

10. Assignment

10.1 The Agreement is not transferable by the Buyer without the prior written consent of BP. Such consent will not be refused without good reason.

10.2 BP may transfer the Agreement, its rights and/or any of its obligations to any company which is a member of the BP group of companies.

11. Delay or Suspension of Delivery

BP shall be entitled to delay or suspend the delivery of LP Gas under the Agreement in the event of any circumstances which have not been caused by BP and are beyond its reasonable control including but not limited to, severe weather conditions, industrial disputes, acts of God and any discontinuance whether total or partial permanent or temporary of any of BP's or BP's suppliers' sources, or contemplated sources, of LP Gas, or the means of delivery of LP Gas. BP shall take reasonable steps to minimise the effect of such circumstances and to resume delivery of LP Gas as soon as is reasonably practicable (without incurring additional costs). If deliveries remain suspended for more than 30 consecutive days, the Buyer may terminate the Agreement immediately thereafter by giving written notice to BP.

12. Liability

12.1 Without prejudice to Clause 9.3, if BP or the Buyer fails to comply with the terms of the Agreement, neither party shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with the terms of the Agreement.

12.2 Neither party shall be responsible for indirect losses that result from a failure to comply with the terms of this Agreement including, but not limited to, losses that fall into the following categories: (a) loss of income or revenue; (b) loss of business; (c) loss of anticipated savings; (d) loss of data; or (e) any waste of time. However, this Clause 12.2 shall not prevent claims for foreseeable loss of, or damage to, physical property.

12.3 This Clause 12 does not include or limit in any way BP's liability for: (a) death or personal injury caused by BP's negligence; or (b) fraud or fraudulent misrepresentation; or (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or (e) any other matter for which it would be illegal or unlawful for BP to exclude, or attempt to exclude, BP's liability.

13. General

13.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales where the delivery location is in England and Wales and by Scottish law where the delivery location is in Scotland.

13.2 If for any reason the whole or any part of a Clause of the Agreement shall be held to be invalid or unenforceable, the remaining Clauses (and/or part) shall continue to have full effect and the Parties shall remain bound by those terms.

13.3 BP may amend any of the terms of the Agreement at any time during the term of the Agreement by giving the Buyer at least 30 days advance written notice of the proposed changes. If the Buyer chooses not to accept these changes, the Buyer may, at any time up to 14 days from the date of notification of change, serve BP with written notice to terminate the Agreement. The Buyer will not have to pay any charges for terminating the Agreement in accordance with this Clause.

13.4 A person who is not party to the Agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

BP Oil UK Limited is regulated by the Securities and Futures Authority

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