



## Terms and Conditions - Purchase of Goods and Services

Effective from 01 January 2025

Each Purchase Order placed by the purchaser for goods and/or services is subject to these standard purchase terms and the terms of the applicable Purchase Order, and is conditional upon Supplier's agreement to such terms. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services.

### 1. Definitions

In these Standard Purchase Terms, the following definitions apply:

- 1.1. "Contract" means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;
- 1.2. "Delivery Date" means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order
- 1.3. "Goods" means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;
- 1.4. "Services" means any such services supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;
- 1.5. "Price" means the price of the Goods as specified in the Purchase Order;
- 1.6. "Purchaser" means "Rubis Channel Islands (Rubis)" or "Fuel Supplies Channel Islands Ltd (FSCI)"
- 1.7. "Purchase order" means the document setting out the Purchaser's requirements for the Contract;
- 1.8. "Supplier" means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

### 2. Variation

- 2.1. These Conditions may only be varied with the written agreement of the Purchaser.
- 2.2. The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.
- 2.3. The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

### 3. Goods

- 3.1. The Supplier warrants and represents to the Purchaser that the Goods shall:



- Conform in all respects with any particulars or specification specified in the Purchase Order including any variations;
- Conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
- Will correspond with any samples provided;
- Be of satisfactory quality and free from defects in materials and workmanship; and
- Be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

3.2. any services supplied by the Supplier as part of the Contract will be performed by appropriately qualified and trained personnel with all due skill, care and diligence and to such high standards of quality stated in the Order or (if none are so stated) as it is reasonable for us to expect from an expert provider of such Work

#### **4. Payment**

- 4.1. The Price for the Goods as set out in the Purchase Order is fixed. Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, GST and any other applicable sales taxes, duties or levies.
- 4.2. The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.
- 4.3. Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order.
- 4.4. The Purchaser undertakes to pay correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).

#### **5. Delivery**

- 5.1. The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order.
- 5.2. Time for provision of the Goods shall be of the essence. The supplier shall notify us if any delivery or performance is likely to be delayed beyond the date specified in the Purchase Order.
- 5.3. The Purchaser shall inspect the goods upon delivery.



- 5.4. The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser.
- 5.5. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative.
- 5.6. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.

## **6. Ownership and Risk**

- 6.1. Ownership and risk in the Goods shall pass to the Purchaser when delivered in accordance with these Terms and Conditions and the Purchase Order provided delivery is acknowledged by an authorised member of our staff.

## **7. Termination**

- 7.1. In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.
- 7.2. The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-
  - the Supplier fails to or refuses after written warning to procure that the Supplier Personnel provide the services properly required of them in accordance with these Terms and Conditions;
  - a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;
  - the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;
  - the Supplier is unable to pay its debts in accordance with Insolvency law;
  - the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.



## **8. Assignment and sub-contracting**

- 8.1. The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.
- 8.2. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under these Terms and Conditions.

## **9. Privacy Policy**

- 9.1. For the purposes of complying with the applicable data protection legislation, the Company has prepared a data protection notice in relation to personal information to be collected by the Company, a copy of which can be found on-line at <https://rubis-ci.co.uk/privacy-policy/>

## **10. Law and Jurisdiction**

- 10.1. These Terms and Conditions, and any non-contractual disputes or claims relating to them, are governed by Guernsey law. You and we agree that the Guernsey courts shall have exclusive jurisdiction in relation to these Terms and Conditions.

## **11. Ethics, Anti-Corruption Laws and Sanctions Regimes**

11.1. The Supplier acknowledges that it has reviewed the Rubis Group's Code of Ethics and Anti-Corruption Guide (available at [RUBIS\\_CODE-ETHIQUE\\_2023\\_UK-1.pdf](#)) and represents that it adheres to the principles set forth in such documents.

11.2. The Supplier undertakes to comply with the following regulations at all times: (i) applicable anti-corruption laws, and in particular the prohibition on directly or indirectly offering, soliciting or accepting a payment, gift, offer, promise, donation or benefit of any kind whatsoever, however nominal, with the intention of influencing a natural or legal person's conduct for the purpose of obtaining a favourable decision or treatment or influencing the outcome of a negotiation, and that could thus be qualified as corruption and sanctioned, irrespective of whether the third party involved is a public official; (ii) economic and financial Sanctions Regimes decided by the United Nations, the European Union and its Member States, the United States, the United Kingdom or any other competent country; (iii) labour law, and in particular, the prohibition on using child labour or any form of forced labour; (v) applicable regulations relating to employee health and safety and to environmental protection.

11.3. Without prejudice to the other rights and recourse RUBIS may have pursuant to this agreement or the law, including damages, the Supplier acknowledges and agrees that RUBIS shall be entitled to suspend or terminate the contract in the event of a breach of this article 11.