

# Terms and Conditions



## **Commercial Fuel Solutions Ltd**

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Reg: 6454498

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## **1.0 Delivery**

A signature is required for all orders that are delivered by both our courier services (Next day and International services) and by our own dedicated transport (Storage Tanks and AdBlue). So it's important for somebody to be at your specified delivery address in order to sign for your order (typically between 8am and 6pm), so please specify a delivery address where it can be reliably signed for.

**Offloading:** Heavier items, including storage tanks are delivered using our own dedicated transport please pay specific attention to section 1.2 below.

Goods must be in stock, in the unlikely event of your product not being available our customer services team will advise you either by email or telephone.

**Ordering Air 1 AdBlue Solution requires you to have completed a Pre-Delivery Questionnaire for each individual delivery address. We are unable to deliver AdBlue without this information. If necessary a member of our team will contact you in relation to your order.**

## **1.1 Delivery Times**

For courier delivery times please refer to the information below. Please note that low value orders for spares under 2Kg weight are typically sent by Royal Mail and their service time should be considered when ordering.

Standard UK:	3 days approx *
Priority UK:	Next day *
Standard Europe:	5-7 working days *
Standard Worldwide:	5-10 working days *

\*excluding Saturdays, Sundays, Shutdown Periods and Public Holidays, also excludes storage tanks.

## 1.2 Restrictions

Orders for next day delivery must be received before 1pm, or 3pm for standard delivery. We reserve the right to process orders received later than this on the next working day.

**IBC's of AdBlue product require a returnable deposit of £135 per IBC, your deposit will be returned in full upon collection of the IBC providing:**

- The security seal is unbroken
- The IBC is in a resalable condition, no damage, vandalism, excessive wear, etc...
- Return is requested within 6 months of delivery

Deposits for IBC containers are controlled by the manufacturer and the manufacturer's decision is final.

We recommend that you review, print and distribute our IBC Care Guide to all persons who operate the IBC which is available here: [IBC Care Guide](#)



**Please Note: a forklift is required to unload from our standard delivery vehicle the following products:**

- Storage tanks,
- Drums & IBC's
- Palletised orders exceeding 50kg

**Tail lift coverage for orders weighing up to 500kg is available on request in most areas but national coverage is not guaranteed. Shipments exceeding 500kg weight or 1.2m length, width or height must be offloaded by forklift or other suitable lifting equipment (ie: Hi-Ab, crane, etc) in the event of suitable offloading equipment not being available delivery will can be undertaken by one of our modified delivery trucks, in this instance a MINIMUM surcharge of £100.00 will apply to each delivery, quotations available on request. Special transport must be both requested and acknowledged in writing, an onsite risk assessment and or method statement may also be necessary.**

**Unloading by any other method is at your own risk, for health and safety reasons, we reserve the right to refuse any delivery where suitable offloading equipment is not available, if the driver returns from site unable to offload your delivery it will result in a minimum surcharge of at least £100.00 unless otherwise agreed in writing.**

**Please note: Access for our delivery vehicles is compulsory, please consider narrow lanes or low bridges that could influence our ability to deliver to you and advise us as applicable.**

Certain Items/consignments cannot be sent overseas without special consideration, reasons for this include excessive size/length and Hazardous Goods (ie: products with Lithium Cells) we reserve the right to decline orders based on these and any other restrictions imposed by our couriers.

Certain items are not available for next day delivery, this includes items which are built to order, if your order is urgent please contact us immediately and we will endeavour to accommodate your requirements in full.

Export orders to the EU will carry VAT unless a valid exemption number is provided in advance.

## **2.0 Payment (UK orders)**

Payment in advance for all orders unless otherwise agreed in writing. The maximum payment method amount accepted for orders both placed and destined for delivery in the UK are limited as follows:

Paypal:	£250
Credit/Debit Card:	£3000
Cheque:	no limit
BACS:	no limit

We reserve the right to hold orders paid for by cheque which may be held for up to 14 days to await clearance.

Credit terms are available on request, credit orders must be supplied with an official order number, see section 2.2

## **2.1 Overseas Payment Receipts and Exchange Rates**

Payment in advance for all orders without exception. The maximum payment method amount accepted for orders either placed and/or destined for delivery outside of the UK are limited as follows:

Paypal:	£100
Credit/Debit Card:	£100
Cheque:	£0 not available
BACS:	no limit *

Overseas payments exceeding £100 GBP are to be paid by direct bank transfer only.

\* Overseas payments if paid by bank transfer will incur an admin charge of £12.00 GBP

Every effort is made to ensure that the prices indicated in foreign currencies are as accurate as possible, please note however that all payments are actually made in GBP £sterling. The rate paid is based on the current exchange rate upon day and time of purchase. Any fees incurred as part of the transaction are those made by your bank/card provider and are to be paid in addition to the requested amount. The calculated exchange rate is that of the payment vehicle (ie: paypal/your card provider).

As per term 1.2 Export orders to the EU will carry VAT unless a valid exemption number is provided in advance.

Export orders are all delivered DDU (delivered duty unpaid) we are not liable for any import charges, duty or taxes in any instance unless otherwise agreed in advance and confirmed in writing.

### **2.3 Credit Agreements**

Purchase orders are only accepted from approved customers who are operating within their credit limit and when provided with an official order number/reference.

#### **Account Eligibility**

Please note that we only issue credit facilities to customers who spend a minimum of £2000/year.

Please also note that in addition to the minimum annual spend, all first orders are done on a proforma basis. However the value of this initial order and any orders that you may have already completed with us in the last 12 months will count towards your annual sales total.

#### **Payment Terms**

Payment terms are strictly 30 days end of month, payment must be no later than the end of month following invoice. Late payment will result in a strike being placed against your account, two strikes in a 120 day period will result in temporary suspension of your credit facility for 90 days. 4 strikes in the space of a year will result in permanent removal of your account facility.

All credit accounts are subject to a maximum limit imposed on them which is defined by your credit rating and limited by the expected volume of monthly sales + 20%. The maximum value of credit extended to any company is restricted to £20000 including taxes. In the event of your credit limit being reached before the specified payment date an intermediate payment will be required to reduce your account balance before further orders are processed.

These rules are strictly policed and no exceptions are made, subsequently we encourage account customers to make payment by the 20th of the month following date of invoice to avoid disruption.

#### **Account Maintenance**

In addition to the breach of above mentioned payment terms, we reserve the right to close your credit account facility if your account is not used for a period exceeding 6 months.

Failure to meet the £2000/year will also result in the removal of the account facility.

Changes to your credit rating may also influence or limit the amount of credit available to you. We reserve the right to terminate account facilities at any time at our discretion.

### **3.0 Returns/Guarantees Policy**

Warranty offered is that of the manufacturer.  
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Please consider in all instances Commercial Fuel Solutions Ltd shall not be liable for incidental or consequential loss, damage or expenses, including but not limited to lost profits or other economic or commercial losses.

### **3.1 Damages/Shortages**

Please check your delivery carefully as claims must be declared within 48 hours of receipt.

Damages must be noted on the delivery note and advised within 48 hours of receipt, additional information including photographs of the item/s and or packaging may also be required to mediate a claim.

Shortages must be advised within 48 hours of receipt of goods.

All claims must be advised in writing.

### **3.2 Returns**

You must obtain a Returns note number before sending anything back to us, otherwise we may not be able to process your return. Please read through the following guidelines to help ensure an efficient service.

How to return the item: In any event, simply email our customer services ([service@commercialfuelsolutions.co.uk](mailto:service@commercialfuelsolutions.co.uk)) and one of our customer support team will issue you with a Returns note number and email you a form which will enable us to process your return both quickly and efficiently. Failure to contact us in advance of any returns eliminate us from any responsibility of the item. We cannot be held responsible for items returned without authorisation.

Faulty or defective items: If you return an item because of either it is defective, we will happily refund your costs in returning it to us. Likewise, in the unlikely event that we sent you the wrong item/s we will also entertain the costs **providing that you advise us beforehand and obtain approval for the proposed method of transport.**

Change of mind: Goods returned to us because of a change of mind must be unused and in a perfect, re-saleable condition (this includes packaging, instructions, etc), otherwise we will not be able to refund you. In this instance you are liable for the return delivery charge. In addition the item(s) must be returned within 28 days of purchase. When inspecting your

new items, please do so somewhere clean and safe - we can't replace torn, marked, scratched or damaged items. We cannot be held responsible for packages lost in transit: as you are responsible for returning the item(s) to us in this instance. **We are not able to accept the return of items built to order** in this instance.

**Order Cancellation:** There is a 15 % order cancellation charge in place for orders cancelled after placement. Items which are built to order may not be liable for cancellation after production has commenced.

**Re-stocking:** There is a **minimum** 15% restocking charge for all orders returned. Special order items which do not appear within our online stock portfolio, (those which are either ordered or built to specific requirements) may not be eligible for restocking.

**Refunds, replacement and exchanges:** Refunds For items that are returned within the allocated time frame a refund, replacement or exchange will be processed within 10 working days of receipt of the returned item(s) provided that the appropriate returns reference is quoted. A refund may not be made in the same form of payment that was used to make the initial purchase. Please note that item/s that are returned to us which are not due to our error will have any incurred return shipping costs deducted from the refund.

Please consider in all instances Commercial Fuel Solutions Ltd shall not be liable for incidental or consequential loss, damage or expenses, including but not limited to lost profits or other economic or commercial losses.

This warranty does not affect your statutory rights.

#### **4.0 Complaints Procedure**

Here at Commercial Fuel Solutions Ltd we take our relationships with our customers very seriously, we encourage repeat business. So we expend a great deal of effort with this respect ensuring that we keep you satisfied. We aim to reply to emails within one working day of receipt, whether they're enquiries or complaints. If email is too impersonal, we encourage you to phone us on 02380 231 007, where our customer support team will gladly assist. All your feedback is greatly appreciated regardless of any criticisms that it may contain. After all, if we don't know where we're going wrong we can't put it right... and if we're getting it right, we like to reward those who help us achieve this.

Feedback can be sent to: [comments@commercialfuelsolutions.co.uk](mailto:comments@commercialfuelsolutions.co.uk)

#### **5.0 Copyright and Trademarks, Conditions of Website Use**

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## **6.0 Governing Law and Contract Formation**

British Law Applies.

The technical steps required to initiate the contract between you and us are as follows, either:

- 1) You place the order for your products on the website by pressing the "confirm order" button at the end of the check-out process. You will be guided through the process of placing an order by a series of simple instructions on the website. We will send to you an Order Acknowledgement email detailing the products you have ordered. This is not an order confirmation or order acceptance. Or,
- 2) You place the order for your products by sending a communication by either e-mail, fax, telephone or in person to either our offices or staff. We will send an order confirmation to a valid email address if provided, otherwise a copy of your order acknowledgment will be supplied with your invoice by post or fax.

Purchase orders are only accepted from approved customers who are operating within their credit limit and when provided with an official order number/reference.

All Goods must be paid for in full without exception and remain the property of Commercial Fuel Solutions Ltd until paid for in full.

Our credit terms are net 30 days without fail unless previously agreed in writing.

Ownership of goods are passed to you only upon completion of full payment and successful delivery.

We reserve the right to charge interest at a rate of up to 15% above the Bank of England's base rate on all overdue balances for each period of 1 week they are overdue. Non Payment will result in legal action being taken which will incur additional costs and fees.

Export orders to the EU will carry VAT unless a valid exemption number is provided in advance.

Orders paid for by cheque will be held for up to 14 days to await clearance.

Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

Unless we have notified you that we do not accept your order or you have cancelled it your order is accepted upon either receipt of your order number or processing of your payment, whichever arises first.

Non-acceptance of an order may be a result of one of the following reasons:

- The product(s) you ordered being unavailable from stock
- Our inability to obtain authorisation for your payment
- The identification of a pricing, product or offer description error
- You not meeting the eligibility to order criteria as set out below

Refusal of Transaction: We reserve the right to withdraw any products from this website at anytime and/or remove or edit any materials or content on this website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any product from this website whether or not that product has been sold; removing or editing material or content of the website, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## **7.0 Disclaimer**

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