

## **IMPORTANT: SuperSaverOil's CONTRACT WITH YOU**

These terms and conditions govern the relationship between us and apply to any Goods or Services that you may purchase from us. They are important – each time you place an order you agree to be bound by them.

So, please read them carefully before ordering.

The latest version of these terms and conditions can be found on our website [www.supersaveroil.ie](http://www.supersaveroil.ie) or by contacting:

Customer Services Ireland  
Clonminam Industrial Estate  
Portlaoise  
Laois

[contact@supersaveroil.ie](mailto:contact@supersaveroil.ie)

If we make any substantial changes to these terms and conditions, we will contact existing customers and provide a new copy of the terms and conditions; these will be provided digitally, on paper or in large print as the customer's requests. Please note that delivery notes will always have up to date terms and conditions, please check the reverse of your delivery notes regularly.

If you do not accept our terms and conditions, you should not order any Goods or Services from us. Please keep/save a copy of these terms and conditions for your reference.

### **1. WORDS WE USE IN THESE TERMS AND CONDITIONS**

#### **1.1** In these terms and conditions we use the following words and phrases:

**Goods** – any goods that we agree to supply to you under these terms and conditions (including fuels).

Sometimes certain sections of these terms and conditions will only apply to the fuels that we supply (and not other goods). Where this is the case, we will use the term “**Fuels**”.

### **2. NOT FOR BUSINESS USE**

#### **2.1** These terms and conditions apply to consumers only; that means people who want to purchase our Goods or Services for personal use and not for any business purposes.

### **3. YOUR PERSONAL DETAILS**

#### **3.1** You will need to open an account with us to order our Goods and Services. You need to provide your name, address, telephone number and email address together with any special

delivery instructions. All information you provide must be true and accurate. You must be 18 years old to set up an account and order goods and services from us.

3.2 To ensure that your credit, debit or charge card is not being used without your consent, we may carry out certain identity, credit and fraud checks, including validating the personal information you give us during our ordering process. For your own information we use third party databases to conduct checks. We reserve the right to change our checks from time to time.

3.3 If any issues arise we may require additional information (for example, photo ID such as a driving licence or passport). We may reject or cancel an order at any time if we are not satisfied with the information. It is important for us that you know exactly what personal details we collect from you and how we look after and use them. For example, we may want to contact you by letter, phone or email with news about our products or services relevant to you.

#### **4. HOW IS THE CONTRACT FORMED BETWEEN US?**

4.1 We may give you a quotation or price online. All quotes and prices are valid only on the day we issue them. We may withdraw a quote or change the price at any time prior to acceptance. A quote or price is not an offer from us and cannot be accepted. If you place an order with us then that is an offer from you and we may choose whether or not to accept your order.

4.2 Where you order via our website, a contract is formed between us when we send you written confirmation of your order (normally by e-mail).

4.3 Each order you place that is accepted by us forms a separate contract.

4.4 Contracts will be concluded in English. The details of your contract will be held by us.

#### **5. WHAT YOU ARE BUYING**

5.1 The Goods or Services will be described on our website, and confirmed in acceptance of your order. More product information is at [www.supersaveroil.ie](http://www.supersaveroil.ie). We may at any time and without notice: (i) alter the specification of the Goods to ensure that the Goods conform to any applicable safety or statutory requirements; and/or (ii) make minor modifications to the specification of the Goods that we consider necessary or desirable (and which should not have any material adverse effect on the performance of the Goods).

#### **6. HOW WE DELIVER GOODS**

6.1 We can deliver Goods within the Republic of Ireland. However there may be some exclusions (such as remote islands) but we will make this clear to you when placing your order. Our aim is to deliver to you by the delivery date in your quotation or written confirmation, or if no date is set out, within at least 30 days. However, this may not always be possible due to factors beyond our reasonable control. If there is a delay, we will try to contact you, as soon as we can, to agree a new delivery date.

- 6.2 Where you order online, we will deliver to the address you provide when ordering. We may sometimes deliver your order in instalments so don't worry if your order seems to have been partially delivered. You will still only be charged one delivery charge though (if any applies). Each instalment may be invoiced separately, if you have any queries about your order, or worry that it might be incomplete, please contact Customer Services at [contact@supersaveroil.ie](mailto:contact@supersaveroil.ie).

Delivery of Fuels will be deemed to have taken place, for Fuels delivered in bulk by road vehicle, when on discharge it passes the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) that you use for receiving delivery at your address;

- 6.3 Risk in the product(s) shall pass to you but ownership remains with us and shall pass to you only when you have paid us any money you owe us, including any interest, arising out of any circumstances.
- 6.5 If you do not pay us any money which is due to be paid, we may, without giving you any notice, , and you agree that we may, enter your property where the product(s) are located and take back the product(s).
- 6.6 If you ordered Fuels to be delivered in bulk and we can safely access your tank to fill it, you don't need to be present when we deliver. In all other cases, it is your responsibility to ensure that someone is available at your delivery address on the date of delivery. If nobody is at home and there is no safe access to make the delivery, we will try to contact you by telephone. If we cannot do so, we will leave a note to explain and will try to contact you to rearrange the delivery.

If the delivery address you provide us with is incorrect and as a result your order is delivered to someone else, we cannot be responsible for any costs or inconvenience that you may incur as a result. If your order is not delivered due to an error on the part of the company we will make your delivery a priority, though we will not accept responsibility for costs/inconvenience incurred as a result.

- 6.7 In respect of each delivery of Fuels, you must:
- ensure that all necessary arrangements are put in place to safely accept each delivery including providing appropriate equipment to accept delivery, ensuring delivery and storage access is clear and available (noting that delivery vehicles are both larger and heavier than private cars) and ensuring that sufficient storage capacity is available; is safe and suitable for the Fuels; is clearly marked with product name (grade), safe working capacity and identification number (you may have more than one tank due delivery). is provided with a safe means to check volume in tank before and during delivery and complies with any and all applicable laws and regulations;
  - not climb onto any vehicle we use to deliver the Fuels;

- indicate to us the correct fill point for your tanks (please note that we are not responsible for dipping, checking or testing your tank(s));
- tell us about any safety or operating problems with your storage tank before we start delivery; any out of service equipment must be clearly marked and sealed / kept separate;
- act sensibly and carefully with the Fuels. Handling the Fuels incorrectly can be dangerous. It is important for everyone's safety that you know and comply with relevant health, safety and environmental law. If you have any doubts, you can obtain further advice from your local council or see the health and safety information on your delivery note or visit [www.supersaveroil.ie](http://www.supersaveroil.ie);
- If we believe that it would be unsafe to make a delivery of Fuels to you then we may suspend that delivery until we are satisfied (acting reasonably) that it would be safe for us to proceed.

6.8 For Fuels that are delivered in bulk by road vehicle we will invoice you for the volume of Fuels actually delivered. We will not deliver more than you ordered unless you agree. We will always try to deliver the agreed volume of Fuels, but if we are unable to do so due to reasons beyond our reasonable control (for example, if unsafe access to the tank; we deem the tank to be unsuitable/unsafe; or there is less space available in your tank than the quantity of Fuels you ordered) and you have paid for the ordered Fuels in advance then we will only charge you for the Fuels delivered using the Unit Price (see section 7.1), to reflect the smaller amount of Fuels we were able to deliver. We will pay back to you the rest of the money you paid. If an urgent second delivery is required to top up to the amount you ordered, a Priority Charge may be payable under section 7.2 unless the under-delivery was our fault.

6.9 For Fuels that are delivered in bulk by road vehicle we record the delivery date, quantity and description of the Fuels delivered to you, and that record shall, in the absence of evidence to the contrary, be deemed to be conclusive proof of the date of delivery, the volume and type of Fuels delivered. If you believe that any information set out on your delivery note or invoice, is wrong then you must notify us in writing providing full details of any disputed element(s) as soon as possible.

6.10 If for any reason, other than our failure to comply with these terms, you: (i) fail to accept delivery of any of the Goods when they are ready to be delivered; (ii) fail to collect the Goods when they are ready for collection; (iii) wish to delay delivery, or (iv) do something which means that we are unable to deliver the Goods then we may:

- deliver the Goods you ordered to another customer which may mean that your delivery date may be delayed;
- at our option, charge you a reasonable "Failed Delivery Charge" which is the cost to us of delivering the Goods to you and returning them to our depot or another customer whichever is cheaper – (typically this is €3.40 per km). The credit card charges applicable are also available online.

- 6.11 If you become aware that the wrong Goods have been delivered then you must stop using them immediately and tell us as soon as possible. We will discuss the problem with you to arrange collection of the Goods or agree another solution.

## 7. WHAT DO YOU PAY FOR GOODS?

- 7.1 If you are ordering Fuels, our quotation will clearly explain the price for the Fuels. We will tell you the:

- **Unit Price** – the price per litre excluding and including VAT to help you compare our prices with other suppliers (who may only give a VAT exclusive price per litre) and see how much you may have to pay if you take more or fewer litres of Fuels than ordered;
- **Net Price** – the total price for the Fuels you have ordered including VAT. We will also give you details of any other charges which may relate to your order (e.g. credit card surcharge). **This total is the price that you will pay for your order.**

- 7.2 **Delivery charges:** If your delivery is subject to a delivery charge, you will be told about it before you place your order.

## 8. HOW DO YOU PAY?

- 8.1 Where you are purchasing online, we ask you to pay for your Goods when you place your order.
- 8.2 Payments for Goods can be made by credit/debit card. If you pay using a credit card then we will charge you a reasonable card processing fee to cover our costs and the fees we incur from the credit card companies. Any credit card charge will be made clear to you at the time of order and will be shown on your invoice (where applicable). The current credit card surcharge can be found by contacting Customer Services using the details located on the front page of your delivery document, invoice or on our website.

## 9. CAN YOU CANCEL AND RECEIVE A REFUND?

- 9.1 You can cancel any order for Fuels on any day prior to the date of delivery. You need to Email [contact@supersaveroil.ie](mailto:contact@supersaveroil.ie) to confirm you don't want the Fuels. If our tanker is already on the way to you on the date agreed with you then we may charge you €3.40 per km which is the cost to us of the wasted journey.

- 9.2 You can cancel an order for Goods as follows:

- for Goods – within 14 days beginning on the day after you received the last of the Goods in your order;

We are sorry but for Fuels, once our Fuel is mixed with your Fuel in your tank, you cannot cancel your order.

- 9.3 To cancel your order for Goods, you must tell us that you want to cancel by emailing us. Contact details can be found on our website [www.supersaveroil.com](http://www.supersaveroil.com) or by writing to us at:

Customer Services- Ireland  
Clonminam Industrial Estate  
Portlaoise  
Laois

[contact@supersaveroil.ie](mailto:contact@supersaveroil.ie)

To meet the cancellation deadline, it is sufficient for you to send us your cancellation notice before the cancellation period has expired.

- 9.4 If you cancel an order for Goods, we will reimburse to you all payments received from you including the costs of delivery (except for any additional cost arising if you chose a type of delivery other than the least expensive we offer). We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you. You must return any cancelled Goods you have received to us without undue delay and in any event not later than 14 days from the day on which you tell us you want to cancel. The deadline is met if you send back the Goods before the 14 days has expired. You will have to bear the direct cost of returning any Goods. Where Goods cannot be returned by post, we will confirm return charges before entering the contract with you.

- 9.5 We will repay you without unnecessary delay and within:

- 14 days after the day we receive back from you any Goods supplied; or
- if earlier, 14 days after the day you provide evidence that you have returned the Goods; or
- if no Goods are supplied, within 14 days from the day you told us you want to cancel.

If you have not yet paid for your cancelled order, then we will simply not charge you for it.

Where we repay you, we will use the same method of payment you used to pay (unless you agree otherwise); we will not charge you any fees to repay you.

## 10. **WHAT IF YOU ARE NOT HAPPY WITH THE GOODS / SERVICES?**

- 10.1 We do our best to get things right and provide our Goods with reasonable skill and care.
- 10.2 The Goods you receive will be what we have agreed to supply when you place your order. The law says that the Goods must be as set out in the contract.
- 10.3 We promise to you that the Goods will:
- match the description we may have given you;
  - be of satisfactory quality;
  - be fit for their purpose; and;

- meet all applicable legal requirements.

This promise (also known as a warranty) will also apply to replacement Goods that we provide under section 10.6.

- 10.4 The warranties in section 10.3 do not apply to any problem caused by your (or someone else's) negligence, failure to follow our instructions for storage, use or maintenance of the Goods or if you make any use of the Goods after realising that there is a problem with them or if you alter, modify, mishandle or try to solve the problem with the Goods without our agreement beforehand.
- 10.5 If you are worried about the Goods we have supplied, please email Customer Services who will do their best to help you at [contact@supersaveroil.ie](mailto:contact@supersaveroil.ie)
- 10.6 If the Goods do not meet the promises in section 10.3 you can tell us if you want us to replace the Goods or give you a credit note or refund at the Unit Price (plus VAT), but you must have told us in writing about the problem under section within one week of discovering the problem. We can ask you to send us reasonable evidence of any Goods affected by the problem.
- 10.7 The guarantees provided above are in addition to your legal rights about goods that are faulty or not as described. If you feel you need help contact your local Citizens Advice Bureau or Trading Standards office.

## 11. **WHAT DOES SUPERSAVEROIL DO IF SOMETHING IS WRONG?**

- 11.1 If we don't do what we say we will in these terms and conditions, we will only have to pay you the purchase price of the Goods and/or Services and other costs you have to pay because of what we have or haven't done and where a reasonable person would expect you to have to pay those costs because of what we did / didn't do.
- 11.2 Nothing in these terms and conditions excludes or limits our liability for:
- death or personal injury caused by our negligence;
  - fraud or fraudulent misrepresentation;
  - any breach of the obligations implied by law about our ownership of the goods / Fuels and ability to sell them;
  - defective products under the Consumer Protection legislation; or
  - any other matter for which the law does not allow us to exclude or attempt to exclude our liability.

## 12. **ADDITIONAL IMPORTANT INFORMATION**

- 12.1 Neither we nor you will be responsible if we are unable to perform our obligations under the contract due to events which are genuinely beyond your or our reasonable control (as applicable). Nothing under the contract shall give rights to any person who is not a party to it (whether under the Contracts (Rights of Third Parties) Act 1999 ROI) or otherwise.
- 12.2 We revise our terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that a contract is formed between you and us (as set out above).

- 12.3 All aspects of the contract formed in respect of your use of our site shall be governed by the law of the Republic of Ireland and the parties agree to the non-exclusive jurisdiction of the Irish or Northern Ireland courts. In some circumstances the laws where you are domiciled may apply and the courts where you are domiciled may have jurisdiction.

13. **WE WANT TO HEAR FROM YOU**

- 13.1 We always like to hear from our customers whether it is good news or a problem you need us to solve. Please email us at [contact@supersaveroil.ie](mailto:contact@supersaveroil.ie) or write to us at the registered address listed below.
- 13.2 We will respond to you within (24 hours) to acknowledge your email. Sometimes, it may take a little longer to follow up with a detailed response but we will always try to do this within five working days of your first contact with our Customer Services Team.

14. **INFORMATION ABOUT US**

Our full legal name is Emo Oil Limited. We are a company registered in Ireland. Our company number is 118120 and our registered address is Clonminam Industrial Estate, Portlaoise. Laois, Ireland.. Our VAT number is 4812336V.

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