Terms and conditions

Goods and services

25 November 2026



Standard terms and conditions for goods and services

FUELTEK LTD | 25 November 2026

These Conditions apply to business customers. The quotation and applicable service, processing and overseas-sale particulars form part of the Contract as provided below.

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1 Application of Conditions

1.1 FUELTEK shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation / specification /schedule /accepted order and subject to these Conditions. These Conditions apply to customers acting in the course of business, whether in the United Kingdom or overseas.

1.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms contained in or referred to in any purchase order, acknowledgement, confirmation or other document issued by the Customer shall not apply unless expressly agreed in writing by a director of Fueltek.

1.3 The Contract includes the quotation or order acknowledgement accepted under clause 4, any expressly incorporated service, warranty, distributor or finance schedule, and these Conditions. Any departure from these Conditions must identify the affected provision and be agreed under clause 3.2. Such expressly agreed departures take precedence; otherwise these Conditions prevail over inconsistent schedule wording. Clause 4.5 governs framework agreements. Clause 24 and any agreed data-processing schedule prevail on personal-data processing to the extent necessary to comply with applicable data protection law.

2 Definitions and Interpretation

2.1 In these Conditions:

"Business Day" Means any day other than a Saturday, Sunday or bank holiday;

"the Customer" Means the person who accepts a quotation or offer from FUELTEK for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by FUELTEK.

“Commencement Date” Means the commencement date for this agreement as set out in the quotation / specification /schedule /accepted order.

"the Contract" Means the contract for the purchase and sale of the Goods and supply of the Services under these conditions;

“these Conditions” Means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and FUELTEK.

“the Delivery Date” Means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by the FUELTEK.

“the Goods” Means the goods (including any instalment of the goods or any parts for them) which FUELTEK is to supply in accordance with these Conditions.

“month” Means a calendar month;

“the Services” Means the Services to be provided to the Customer as set out in the quotation / specification /schedule /accepted order.

“the Supplier” Means FUELTEK, a company registered in England under Company Number 4154972.

“writing”Includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re- enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3 Basis of Sale and Service

3.1 FUELTEK's employees or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by FUELTEK in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing by the Customer’s authorised representative and a director of FUELTEK.

3.3 Sales literature, price lists, quotations and proposals issued by FUELTEK do not constitute offers capable of acceptance and may be corrected or withdrawn before acceptance of an order under clause 4.1. Contract formation is governed by clauses 4.1 and 4.5.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by FUELTEK shall be subject to correction without any liability on the part of FUELTEK.

4 The Goods

4.1 FUELTEK shall provide these Conditions with its quotation or otherwise before the Customer places its order, clearly stating that the proposed supply is subject to them. Where the Customer subsequently places an order or instructs FUELTEK to proceed on that basis, without proposing conflicting terms, that order or instruction constitutes an offer to purchase on these Conditions. No separate signature or express acknowledgement of these Conditions is required. Subject to clause 4.5, the Contract comes into existence when FUELTEK issues a written order acknowledgement accepting that offer and identifying the applicable version or date of these Conditions and any agreed departures. An acknowledgement of receipt of an order is not acceptance. If the Customer proposes conflicting terms, or these Conditions were not supplied before its order, the applicable terms must be resolved and agreed before FUELTEK accepts the order or begins performance. Silence alone does not constitute acceptance. FUELTEK shall not commence manufacture, procurement specifically for the order, delivery, installation or Services before the applicable order-acceptance process is complete.

4.2 The specification for the Goods shall be those set out in FUELTEK's sales documentation unless varied expressly in the Customer's order (if accepted by FUELTEK). The Goods will only be supplied in the minimum units (or multiples) stated in FUELTEK's price list. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by FUELTEK are intended as a guide only and shall not be binding on FUELTEK.

4.3 FUELTEK reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to FUELTEK's specification, which do not materially affect their quality or performance.

4.4 No order which has been accepted by FUELTEK may be cancelled by the Customer except with the agreement in writing of FUELTEK on the terms that the Customer shall indemnify FUELTEK in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by FUELTEK as a result of cancellation.

4.5 Where a written framework or master agreement signed by both parties expressly governs the order, its terms and order-acceptance procedure shall take precedence to the extent of any conflict with these Conditions. A fresh

acceptance of these Conditions is not required for each order where that agreement already incorporates the applicable version and no conflicting terms or changes are proposed. Otherwise clause 4.1 applies.

5 The Services

5.1 With effect from the Commencement Date, FUELTEK shall provide the Services expressly identified in the quotation, specification, schedule or accepted order, or otherwise agreed in writing, in consideration of the charges being paid in accordance with clause 7.

5.2 FUELTEK will use reasonable care and skill to perform the services identified in the quotation / specification /schedule /accepted order or otherwise agreed under this agreement.

5.3 FUELTEK shall use all reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of these obligations.

5.4 The Customer shall provide FUELTEK with all information, access and assistance reasonably required for performance of the Services.

5.5 Where Fueltek Management Online (FMO) or other hosted Services are supplied, the quotation or incorporated service schedule shall identify the functions and sites covered, commencement date, initial subscription term, charges and billing cycle, renewal and cancellation arrangements, support scope and hours, maintenance arrangements, agreed backup and restoration responsibilities, retention periods and data-export arrangements on suspension and termination. It shall also identify the functions and access to be preserved under clauses 7.8 and 7.9. FMO subscriptions are billed annually by invoice. The support line is available from 08:30 to 17:30 UK time, Monday to Friday, excluding bank holidays in England and Wales. FMO renews annually and FUELTEK invoices for each further year unless cancelled. The Customer may cancel by giving 30 calendar days' written notice, including during a paid subscription year. Cancellation takes effect when that notice expires or on a later date stated by the Customer. FUELTEK shall refund prepaid subscription charges for the unused period after cancellation takes effect, calculated pro rata by days in the relevant paid subscription year, within 14 Business Days. No cancellation fee applies to that subscription cancellation. If renewal occurs during the notice period, charges remain payable only to the cancellation date. FMO is hosted on FUELTEK's onsite server in the United Kingdom and customer data is backed up daily. Post-cancellation archiving is governed by clause 24.7. These particulars must be agreed before the hosted Services commence. No particular availability percentage, support response time or recovery time is promised unless expressly agreed in that document; this does not reduce clause 5.2 or any other express obligation.

6 Price

6.1 The price of the Goods and Services shall be the price listed in quotation / specification /schedule /accepted order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by FUELTEK and the Customer.

6.2 Where FUELTEK has quoted a price for the Goods other than in accordance with FUELTEK's published price list the price quoted shall be valid for 30 days only, or a lesser time as FUELTEK may specify.

6.3 The price of an accepted order is fixed except for: (a) changes to scope, specification, quantity or timing requested by the Customer and agreed in writing, including their price effect; (b) reasonable, evidenced additional direct costs caused by the Customer's failure to meet its agreed obligations, after prompt notice and reasonable steps to mitigate them; (c) any price-adjustment mechanism expressly identified in the accepted quotation or order; and (d) recurring-service adjustments under clause 6.4. Ordinary increases in FUELTEK's input costs do not otherwise reopen an accepted fixed price. A mechanism under (c) must identify its trigger and calculation. Where based on actual cost, the adjustment is limited to the evidenced net change in direct costs attributable to the affected supply, after savings and recoveries; a markup is chargeable only if expressly agreed. FUELTEK shall give the calculation and supporting explanation before an adjustment takes effect. A change in applicable VAT is dealt with under clause 6.6.

6.4 Unless an expressly agreed service schedule specifies another mechanism or a fixed-price period, recurring hosting, maintenance and support charges may be increased no earlier than the first anniversary of the Services and

no more than once in any 12 months, on at least 30 days' written notice. The maximum percentage increase is the annual percentage change in the UK Consumer Prices Index (all items) most recently published by the Office for National Statistics when notice is given, plus three percentage points. If that sum is zero or negative, no increase is permitted under this clause. Maximum revised charge = current charge × (1 + maximum percentage increase / 100). The notice shall state the index month, CPI rate, proposed increase, calculation and effective date. A higher increase requires agreement. No cost increase shall be counted twice under clauses 6.3 and 6.4; any overlapping amount shall be deducted from the later adjustment. If the index is discontinued, a replacement mechanism must be agreed before an index-based increase is applied.

6.5 Except as otherwise stated under the terms of any quotation / specification /schedule /accepted order or in any price list of FUELTEK, and unless otherwise agreed in writing between the Customer and FUELTEK, all prices are exclusive of FUELTEK's charges for packaging and transport as specified in the quotation / specification /schedule /accepted order.

6.6 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to FUELTEK.

7 Payment

7.1 The Customer shall pay deposits, stage payments, recurring charges and other amounts on the dates expressly agreed in writing in the quotation or accepted order. Unless otherwise agreed in writing, payment for an installed system is due on completion of installation and commissioning; payment for goods supplied without installation, including DataTags and consumables, and for other Services is due within 30 days of the invoice date. All payments shall be made without set-off, withholding or deduction except as required by law or permitted by clause 7.7. A deposit or stage payment is required only where expressly agreed in writing.

7.2 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then FUELTEK shall, without prejudice to any right which FUELTEK may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of eight (8) per cent and the current base rate of the Bank of England from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

7.3 All payments shall be made to FUELTEK as indicated on the form of acceptance or invoice issued by FUELTEK.

7.4 If an undisputed amount remains overdue, FUELTEK may, after at least seven calendar days' written notice requiring payment, suspend further deliveries and non-essential Services if it remains unpaid when the notice expires. FMO and other online access must not be restricted under this clause alone: clauses 7.5 to 7.10 exclusively govern payment-related restrictions of FMO, and do not authorise restrictions of other online services. Rights under this clause may extend to another contract with the same legal Customer only where that affected contract incorporates these Conditions or expressly permits that action.

7.5 Subject to clauses 7.6 to 7.10, FUELTEK may restrict or suspend the Customer's non-essential FMO access where either: (a) undisputed FMO hosting charges or installation charges relating to the system served by that FMO account remain overdue; or (b) the aggregate undisputed overdue balance owed by the same legal Customer exceeds £400, excluding VAT, whether for hosting, installation, equipment, DataTags, consumables, spare parts or other supplies. A balance of exactly £400 does not satisfy (b). Not-yet-due and genuinely disputed amounts are excluded. Where debts arise under a separate contract, both the contract governing FMO and the contract giving rise to those debts must incorporate this right or otherwise expressly authorise it; debts of another group company or person do not qualify. FUELTEK must give at least ten Business Days' written notice identifying the qualifying invoices, amounts, due dates, contractual basis, functions affected and intended restriction date, and how to pay or raise a dispute. The applicable qualifying condition must still be met when a restriction starts. A notice may also serve under clause 7.4.

7.6 A qualifying debt under clause 7.5 permits consideration of a restriction; it does not make restriction automatic or necessarily reasonable. Any restriction shall be proportionate to the amount and age of the qualifying debt, payment history, relationship between the debt and affected Services, and foreseeable impact on the Customer. FUELTEK shall use a less disruptive reasonably available measure where sufficient. If neither condition in clause 7.5 is met, FMO access must not be restricted for non-payment. FUELTEK may instead suspend further credit supplies in accordance with clause 7.4.

7.7 The Customer shall notify FUELTEK promptly of any genuine invoice dispute, giving reasonable details and supporting information, pay all undisputed amounts when due, and cooperate in resolving the dispute. FUELTEK shall not restrict or suspend services or terminate solely for non-payment of the genuinely disputed amount while the Customer complies with these requirements. Once resolved, any agreed unpaid balance shall be paid within seven calendar days, unless otherwise agreed; any subsequent suspension remains subject to the notices required above.

7.8 A payment-related restriction shall not remotely disable physical fuel dispensing, interfere with safety or environmental protection functions, or prevent emergency action to secure equipment or disable compromised credentials. FUELTEK shall assess technical dependencies before imposing a restriction and shall not impose it if those safeguards cannot be maintained. Necessary safety-related support shall remain available on the otherwise applicable contractual terms.

7.9 FUELTEK shall preserve existing Customer data during suspension in accordance with applicable data protection law and the agreed retention arrangements, and shall not delete data as a debt-collection measure. The Customer shall be given a reasonable opportunity to export its data before restriction and reasonable access to an export of existing data during suspension. Where reasonably necessary for safe operation or fuel reconciliation, read-only access shall be maintained or equivalent information supplied promptly.

7.10 FUELTEK shall restore restricted access without undue delay and in any event within two Business Days after cleared payment means that neither qualifying condition in clause 7.5 remains satisfied for the debts identified in the notice, after a genuine dispute removes the qualifying basis under clause 7.7, or after a written payment arrangement requiring restoration is agreed. A different debt requires a fresh compliant notice before it can justify continued restriction. No reactivation fee applies unless expressly agreed. Charges for Services continuing to be provided remain payable; recurring charges for functions wholly suspended shall be reduced proportionately for the suspension period. Suspension does not waive accrued debts or lawful remedies. Clauses 7.4 to 7.10 do not authorise suspension or termination contrary to applicable insolvency law, including sections 233, 233A and 233B of the Insolvency Act 1986.

7.11 If commissioning is delayed solely by the Customer after the equipment has been delivered and FUELTEK is ready and able to commission it, FUELTEK may give written notice identifying what is required from the Customer. If the delay continues for 14 calendar days after that notice, FUELTEK may invoice for delivered equipment and work completed, payable within 30 days. Any amount reasonably attributable to unperformed commissioning shall remain payable on completion. All previous payments shall be credited so that no amount is charged twice.

7.12 Finance-funded purchases

7.12.1 Before accepting a financed order, and before manufacture, procurement or delivery begins, FUELTEK and the relevant contracting parties shall agree a written finance schedule identifying the purchaser, end user, invoice recipient and party responsible for each payment; the equipment, installation, VAT and extras funded; any customer-funded balance; payment stages and due dates; and the agreed ownership and insurance arrangements. FUELTEK shall obtain the finance company's purchase order or written funding commitment and its complete payment-release conditions. Finance approval alone does not establish a commitment to pay FUELTEK.

7.12.2 Where the Customer buys from FUELTEK using borrowed funds, the Customer remains liable on the agreed due dates; delay or failure in obtaining finance does not defer payment unless expressly agreed. Where the finance company purchases the equipment, its payment obligations must be recorded in its contract with FUELTEK. Substitution of the purchaser, release of an existing debtor or any separate end-user payment obligation requires express written agreement by the affected parties. No obligation is imposed on a non-party and no personal guarantee is created by these Conditions.

7.12.3 The finance schedule shall specify objective commissioning and acceptance tests against the agreed specification, the person authorised to sign, the required delivery and commissioning documents, and the events and deadlines triggering payment. FUELTEK shall provide a commissioning report recording the tests and results. Where the end user is a party to these arrangements, it shall within five Business Days of receiving the report either confirm acceptance or identify in writing the specific failures against the agreed specification. Failure to respond does not itself constitute acceptance or authorise release of finance funds.

7.12.4 Minor outstanding items that do not materially affect safe operation or use for the agreed purpose shall be recorded with an agreed completion date. Any release of payment despite such items, or alternative to end-user sign-off, must be expressly agreed in writing with the finance company in advance. A genuine material failure shall follow the agreed correction and retesting procedure. Acceptance does not waive rights concerning latent defects or the agreed warranty.

7.12.5 The finance schedule shall state what happens if the site is not ready, the end user delays commissioning or sign-off is withheld, including notice, escalation, any agreed staged payments and the treatment of unperformed work. Clause 7.11 applies only to a party owing the relevant payment under its contract and does not override a finance company's agreed payment-release conditions. If funding remains conditional on end-user sign-off, FUELTEK shall agree staged payments, another payment arrangement, or expressly accept that exposure before proceeding. Payments received shall be credited once, with no double recovery.

7.12.6 FMO hosting shall be contracted directly with the end user unless otherwise expressly agreed. An amount owed solely by a finance company is not treated as the end user's debt for restriction of FMO access. Any restriction remains subject to clauses 7.5 to 7.10 and the obligations of the same legal customer.

7.12.7 The finance schedule shall identify and resolve any conflict between these Conditions and the finance company's purchase or payment terms before the order is accepted. Any departure requires agreement under clause 3.2 and, where relevant, the finance company's written agreement. These Conditions do not amend the customer's finance agreement or bind a finance company that has not agreed to them.

8 Delivery and Performance

8.1 Delivery shall be to the location specified in the accepted quotation or order, in the United Kingdom or overseas. Partial deliveries are permitted. For overseas sales, the quotation or order shall expressly identify delivery and unloading arrangements, any agreed Incoterm and its edition and named place, currency, and responsibility for import clearance, duties and local taxes.

8.2 Any dates quoted for delivery are estimates only and time for delivery shall not be of the essence unless previously agreed by FUELTEK in writing. The Goods may be delivered by FUELTEK in advance of the Delivery Date upon giving reasonable notice to the Customer.

8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, FUELTEK shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to FUELTEK all costs and expenses including storage and insurance charges arising from such failure.

8.4 FUELTEK shall provide the Services in accordance with clause 5 and the agreed quotation, specification, schedule or accepted order.

9 Late delivery and non-delivery

9.1 Delivery dates are estimates unless expressly agreed otherwise under clause 8.2. FUELTEK shall notify the Customer promptly of a material delay and provide a revised estimate where reasonably possible. Clause 16 governs delay caused by a Force Majeure Event; delay attributable to the Customer shall extend the affected timetable reasonably.

9.2 Where FUELTEK fails to deliver Goods or perform Services by the applicable date for reasons other than those covered by clause 16 or attributable to the Customer, the Customer may give written notice requiring performance within a further 14 Business Days, or another reasonable period agreed in writing. There is no requirement to give that notice within five Business Days of the original date. If FUELTEK fails to perform within that further period, the Customer may cancel the affected undelivered Goods or unperformed Services by written notice. Where the delivered and undelivered parts cannot reasonably be used separately, cancellation may include the inseparable part, subject to agreed arrangements for its return.

9.3 On valid cancellation under clause 9.2, FUELTEK shall refund deposits and other advance payments attributable to the cancelled undelivered Goods or unperformed Services within 14 Business Days. For an inseparable delivered part cancelled under clause 9.2, FUELTEK shall arrange and bear reasonable return costs and refund its price within 14 Business Days of return or collection. No cancellation fee under clause 4.4 applies to cancellation under clause 9.2. Amounts properly due for retained Goods and completed Services remain payable, with all prior payments credited.

9.4 Liability for delay or non-delivery is subject to clause 14, including its exclusions, aggregate cap and non-excludable liabilities. The refund obligations in clause 9.3 are repayment obligations and are not reduced by that cap. This clause does not restrict any cancellation or other right that cannot lawfully be excluded.

10 Risk and Property

10.1 Risk of accidental loss or damage and responsibility for insuring the Goods pass as set out below, regardless of whether FUELTEK will later install or commission them. Title remains governed by clause 10.2. Delivery arrangements vary by order. The quotation or delivery schedule shall identify the party arranging carriage and unloading and any expressly agreed alternative risk-transfer point.

10.1.1 Where FUELTEK arranges delivery, including through a carrier appointed by FUELTEK, risk remains with FUELTEK during transit and passes on completion of unloading at the agreed delivery location. If the Customer is expressly responsible for unloading, risk passes when the Goods are made available to it for unloading at that location. Clause 8.3 applies where the Customer wrongfully refuses or prevents delivery.

10.1.2 Where the Customer collects or appoints its own carrier, risk passes when the Goods are handed over to the Customer or its carrier at the agreed collection point. Each party shall arrange suitable insurance for the period during which it bears risk. Appointment of a carrier does not by itself establish that adequate insurance exists or change the allocation in this clause.

10.1.3 From the applicable risk-transfer point, the Customer shall keep the Goods suitably insured for their full replacement value against loss and damage, including while stored on site and awaiting installation or commissioning, and shall protect them reasonably. This takes precedence over any assumption that risk remains with FUELTEK until installation or commissioning is complete. It does not exclude FUELTEK's liability for loss or damage caused by its negligence or breach, which remains subject to clause 14.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property and title in the Goods shall not pass to the Customer until FUELTEK has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by FUELTEK to the Customer for which payment is then due.

10.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of FUELTEK, but if the Customer does so all money owing by the Customer to FUELTEK shall (without prejudice to any other right or remedy of FUELTEK) forthwith become due and payable.

10.4 Until title to the Goods has passed to the Customer:

(a) so far as reasonably practicable before installation, the Customer shall store the Goods separately so that they remain readily identifiable as FUELTEK's property; after installation, the Customer shall maintain records identifying the Goods and their location;

(b) the Customer shall not remove, deface or obscure any identifying mark or packaging relating to the Goods;

(c) where payment for the Goods is overdue, or FUELTEK is otherwise lawfully entitled to recover them following termination, FUELTEK may require the Customer by written notice to deliver up Goods to which title has not passed;

(d) if the Customer fails to deliver up such Goods promptly, FUELTEK may exercise lawful rights of entry under clause 10.5 to inspect and recover them, subject to clause 10.6;

(e) the Customer shall provide FUELTEK with all information reasonably requested relating to the location of the Goods; and

(f) following lawful recovery, FUELTEK may resell or otherwise dispose of the Goods and shall account to the Customer for the net proceeds after reasonable recovery and sale costs, crediting the debt and returning any surplus. There shall be no double recovery.

10.5 To the extent that it is legally entitled to do so, the Customer grants FUELTEK and its authorised personnel permission to enter premises under the Customer's control on reasonable notice and at reasonable times to inspect or recover Goods under clause 10.4. For third-party premises, the Customer shall use reasonable endeavours to obtain the occupier's consent. This clause does not authorise forcible entry, trespass or entry without any consent or court authority required by law.

10.6 Removal of installed equipment shall be carried out only where FUELTEK has a lawful right to remove it, by suitably qualified persons, under an agreed safe method addressing isolation, disconnection, fuel containment and environmental risks. The Customer shall provide reasonable assistance and bear reasonable, evidenced recovery costs resulting from its payment default, except costs attributable to FUELTEK's negligence or breach. All rights under this clause are subject to applicable insolvency law, any moratorium, and third-party property rights.

11 Assignment

11.1 FUELTEK may assign the Contract or any part of it to any person, firm or company.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of FUELTEK.

12 Warranty and defective Goods

12.1 FUELTEK shall supply Goods conforming in all material respects to the agreed specification and free from defects in materials and workmanship on delivery. The warranty period is 12 months unless a longer period is expressly agreed in writing at the time of order and recorded in the quotation or incorporated warranty schedule. It begins on the earlier of completion of commissioning or 60 calendar days after delivery of the equipment. Where commissioning is delayed by FUELTEK, the 60-day deadline shall be extended by the period of delay attributable to FUELTEK, so that such delay does not reduce the Customer's warranty period. For equipment supplied without commissioning by FUELTEK, the warranty begins on delivery. Warranty cover includes parts, labour, travel, carriage, removal and reinstallation required to remedy a covered defect. Rights that cannot lawfully be excluded remain effective. For overseas sales, warranty labour, travel, carriage, removal and reinstallation arrangements and costs shall be expressly agreed in writing at the time of sale; those agreed arrangements take precedence over the corresponding standard cost allocation in this clause.

12.2 The Customer shall inspect Goods as soon as reasonably practicable after delivery and report visible damage, shortages or obvious defects promptly, normally within three Business Days where reasonably practicable. The Customer should record damage on the delivery documentation and retain reasonable evidence. Signing for delivery or missing this reporting period does not by itself waive a claim for a defect, particularly one not reasonably discoverable on delivery. FUELTEK is not liable to the extent that avoidable loss is caused by an unreasonable delay in reporting or protecting the Goods.

12.3 A fault discovered later shall be notified promptly after discovery, with reasonable details, and in accordance with any expressly agreed warranty procedure. The Customer shall allow reasonable inspection and access and shall not return Goods without FUELTEK's prior agreement, which shall not be unreasonably withheld for a valid claim. For a defect for which FUELTEK is responsible, FUELTEK shall at its option repair, replace or refund the affected Goods within

a reasonable time, subject to any more specific agreed warranty commitment and rights that cannot lawfully be excluded. For a valid covered defect, parts, labour, travel, carriage, removal and reinstallation required to remedy it are provided without charge, subject to any expressly agreed overseas warranty arrangements under clause 12.1.

12.4 Warranty cover excludes fair wear and tear and defects to the extent caused by misuse, abnormal conditions, failure to follow reasonable operating or maintenance instructions, unauthorised modification or damage caused by the Customer or a third party. This does not exclude defects caused by FUELTEK or persons for whom it is responsible. Where an inspection identifies a fault outside agreed cover, chargeable work requires the Customer's agreement to the scope and charges before it is undertaken.

12.5 Returns of non-defective Goods require FUELTEK's agreement and are subject to the return and credit terms agreed for that return. Subject to express contractual warranties and rights that cannot lawfully be excluded, implied warranties and conditions are excluded only to the extent that the exclusion is lawful and satisfies any applicable reasonableness requirement. Liability under this clause remains subject to clause 14. Refunds expressly due under this clause are not reduced by the liability cap.

12.6 The Customer shall ensure that its handling, use and sale of the Goods complies with applicable statutory requirements and instructions supplied by FUELTEK or any competent regulatory authority. The Customer shall indemnify FUELTEK against liability, loss or damage to the extent caused by its failure to comply, excluding any part caused by FUELTEK's negligence or breach.

13 Customer's Default

13.1 If the Customer fails to make any payment on the due date then, subject to clauses 7.4 to 7.10 and 13.4, and without prejudice to any other right or remedy available to FUELTEK, FUELTEK shall be entitled to:

13.1.1 suspend further deliveries or Services in accordance with clauses 7.4 to 7.10; or cancel an unperformed order for an undisputed overdue amount only after giving at least 14 calendar days' written notice requiring payment and warning of cancellation, if payment remains overdue at expiry;

13.1.2 appropriate any payment made by the Customer to such of the Goods and Services (or the goods supplied under any other contract between the Customer and FUELTEK) as FUELTEK may think fit (notwithstanding any purported appropriation by the Customer); and

13.2 Subject to clauses 7.4 to 7.10 and 13.4, and without limiting any other rights or remedies available to it, FUELTEK may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of the Contract and, where capable of remedy, fails to remedy it within 14 calendar days after written notice specifying the breach and requiring its remedy; termination for non-payment is subject to clause 13.1.1;

(b) the Customer suspends, threatens to suspend, or ceases or threatens to cease carrying on all or a substantial part of its business;

(c) the Customer is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) an application is made, or a resolution passed, for the appointment of an administrator, receiver, administrative receiver, trustee or similar officer over the Customer or any of its assets;

(e) a winding-up petition is presented, a resolution for winding up is passed, or an order is made for the Customer's winding up, other than for the purpose of a solvent reconstruction;

(f) the Customer enters into any composition, compromise, arrangement, restructuring plan or scheme with its creditors;

(g) the Customer becomes subject to a moratorium under Part A1 of the Insolvency Act 1986; or

(h) any event occurs in relation to the Customer in any jurisdiction having an effect equivalent or similar to any of the events set out above.

13.3 If Condition 13.2 applies, and subject to clauses 7.4 to 7.10 and 13.4, then, without prejudice to any other right or remedy available to FUELTEK, FUELTEK shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13.4 No right under these Conditions to terminate, suspend, accelerate payment or recover Goods may be exercised to the extent prohibited by applicable insolvency law, including sections 233, 233A and 233B of the Insolvency Act 1986. Any consent or court permission required by law must be obtained. FUELTEK shall not require payment of pre-insolvency arrears as a condition of continuing supply where prohibited by law.

14 Liability

14.1 Nothing in the Contract shall limit or exclude either party's liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any liability which cannot lawfully be limited or excluded.

14.2 Subject to the above:

(a) FUELTEK shall not be liable for any loss of profit, loss of revenue, loss of business, loss of contracts, loss of goodwill, loss of anticipated savings, loss of opportunity or any indirect or consequential loss arising out of or in connection with the Contract; and

(b) subject to clause 14.1, FUELTEK's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 100% of the amounts paid and payable by the Customer under the Contract. For a Contract solely for ongoing maintenance, support or online services, the aggregate cap shall instead be 100% of the charges paid and payable for the 12 months immediately preceding the first event giving rise to a claim; where that event occurs within the first 12 months, the cap shall be 100% of the charges paid and payable for the first 12 months at the agreed contractual rates. This is one aggregate cap for all claims under that Contract, not a separate cap per claim. Contracts combining equipment and ongoing services retain the cap based on the full Contract value.

14.3 The limitations and exclusions in this Contract are intended to allocate risk having regard to the nature of the Goods and Services, the Contract price and available insurance. Each applies only to the extent permitted by law and, where applicable, subject to the statutory requirement of reasonableness. Neither acceptance of these Conditions nor this clause conclusively establishes that a limitation or exclusion is reasonable.

14.4 The Customer shall indemnify FUELTEK against damages, costs, claims and expenses arising from loss or damage to equipment (including third-party equipment) to the extent caused by the Customer or its agents or employees, excluding any part caused by FUELTEK's negligence or breach.

14.5 Subject to clause 14.1, relief for delay or failure caused by events beyond FUELTEK's reasonable control is governed by clause 16.

14.6 The Goods and Services assist the Customer in controlling, monitoring and recording fuel storage and dispensing. FUELTEK does not warrant that they will prevent every instance of theft, fraud, tampering or unauthorised access or dispensing. This does not affect FUELTEK's obligation to supply the agreed functionality and perform the Services with reasonable care and skill.

14.7 The Customer shall maintain appropriate physical security for its premises, tanks and dispensing equipment; control access to keys, identification tags, cards, passwords and user accounts; and keep access permissions and dispensing limits appropriate and up to date.

14.8 The Customer shall regularly review fuel transactions, stock reconciliations and system alerts, promptly investigate discrepancies and notify FUELTEK without undue delay of any suspected fault or security breach. Lost or compromised credentials shall be disabled promptly. The Customer shall take reasonable steps to secure affected

equipment and prevent further unauthorised dispensing. Where access is restricted under clause 7, FUELTEK shall provide the access or assistance necessary for these steps in accordance with clauses 7.8 and 7.9.

14.9 Subject to clause 14.1, FUELTEK shall not be liable for loss of fuel arising from theft, fraud, tampering, misuse of credentials or unauthorised dispensing except to the extent caused or contributed to by FUELTEK's breach of the Contract or negligence. FUELTEK shall not be liable to the extent a loss is caused or increased by the Customer's failure to comply with clauses 14.7 and 14.8. Any liability of FUELTEK for loss of fuel, including from a defect in the Goods or failure of the Services, remains subject to clause 14.2 and always to clause 14.1.

14.10 The Customer retains ownership of its data. FUELTEK shall use reasonable care and skill in handling data entrusted to it. Responsibilities for backups, retention and restoration shall be as expressly agreed in the service specification; this clause does not reduce any agreed FUELTEK backup or recovery obligation. The Customer shall maintain reasonable independent exports of data accessible to it where practicable. Any liability for loss, corruption or restoration of data is subject to clauses 14.1 and 14.2, without limiting statutory rights of data subjects or obligations that cannot lawfully be limited.

15 Communications

15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or by electronic mail:

15.1.1 (in the case of communications to FUELTEK) to its registered office or such changed address as shall be notified to the Customer by FUELTEK; or

15.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to FUELTEK by the Customer. For email notices, each party shall use the address nominated by the other for contractual notices or, if none, the address regularly used for administration of the Contract.

15.2 Communications shall be deemed to have been received:

15.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

15.2.2 if delivered by hand, on the day of delivery; or

15.2.3 if sent by electronic mail before 4.00 pm on a Business Day, at transmission, and otherwise on the next Business Day, provided no delivery failure notification is received. If delivery fails, the sender must use another permitted method or a confirmed alternative address.

15.3 Communications addressed to FUELTEK shall be marked for the attention of the Managing Director.

16 Force Majeure

16.1 FUELTEK shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay results from a Force Majeure Event.

16.2 For the purposes of this clause, a Force Majeure Event means any circumstance beyond FUELTEK's reasonable control including:

(a) acts of God, flood, drought, earthquake, storm or other natural disaster;

(b) epidemic, pandemic or public health emergency;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) fire, explosion or accident;

(f) interruption or failure of utility service, transport network, telecommunications network or the internet;

(g) any law or any action taken by a government or public authority, including export or import restrictions, quotas, prohibitions, licence refusals or changes in applicable law;

(h) collapse of buildings, plant or machinery;

(i) labour disputes, strikes, industrial action or lockouts;

(j) shortage or unavailability of raw materials, components, fuel, labour, transport, equipment or utilities;

(k) failure, delay or insolvency of suppliers, subcontractors or carriers; and

(l) cyber attack, malicious software attack, ransomware incident or other significant information technology failure.

16.3 FUELTEK shall be entitled to suspend performance of the affected obligations for the duration of the Force Majeure Event and for such reasonable period thereafter as may be necessary to resume normal operations.

16.4 During any period of suspension:

(a) FUELTEK shall have relief for delay or non-performance only to the extent provided by clause 16.1 and subject to clauses 14.1 and 16.10;

(b) the Customer shall remain liable to pay for all Goods delivered and Services performed before the commencement of the Force Majeure Event; and

(c) FUELTEK may allocate its available personnel, equipment, materials and production capacity amongst its customers in such manner as it considers reasonable.

16.5 If a Force Majeure Event prevents or materially interrupts the affected performance for more than 90 consecutive days, either party may terminate the affected part of the Contract by written notice. If the affected and unaffected parts cannot reasonably be used separately, either party may terminate the inseparable parts together. Termination is without a cancellation charge for lost future profit and is subject to the accounting in clause 16.6.

16.6 On termination under clause 16.5, FUELTEK shall provide an itemised final account within 14 Business Days. The Customer shall pay the agreed price for Goods supplied and retained and Services performed, plus reasonable, evidenced, non-cancellable direct costs specifically committed to the terminated part before termination, to the extent not already included in that price and after reasonable mitigation. FUELTEK shall deduct all related payments received, supplier refunds, insurance or other recoveries and the value reasonably recoverable from reusable or resalable materials. No cost or loss may be recovered twice, no lost future profit is payable, and the total charge for the terminated part shall not exceed its agreed price. Materials charged to the Customer shall be made available to it on payment, with title transferred so far as FUELTEK is entitled to do so. Any net balance payable by either party shall be paid within 14 Business Days of the final account; any subsequently received recovery attributable to a cost charged to the Customer shall be credited and repaid promptly. Repayment of the Customer’s excess advance payments is not reduced by clause 14’s cap. Accrued rights and non-excludable liabilities survive.

16.7 FUELTEK shall use reasonable endeavours to mitigate the effect of any Force Majeure Event but shall not be obliged to incur material expenditure or commence legal proceedings in order to overcome it.

16.8 A shortage or cost increase referred to in this clause qualifies only to the extent that circumstances beyond the affected party’s reasonable control prevent or materially impede the affected performance. An ordinary cost increase or reduced profitability alone does not excuse performance or permit a price increase outside clause 6. Force majeure relief does not excuse payment of amounts already properly due.

16.9 FUELTEK shall notify the Customer as soon as reasonably practicable of a Force Majeure Event affecting performance, its expected effect and duration where known, and shall provide reasonable updates. Clause 16 is subject to clause 14.1.

16.10 Recurring charges for Services wholly unavailable because of a Force Majeure Event shall be reduced or credited proportionately for the unavailable period, excluding charges expressly allocated to distinct Services that continue to be supplied. Any prepayment for an unavailable period shall be applied against future charges or included in the final account on termination. This clause does not create a right to double recovery under another service-credit arrangement.

17 Waiver

No waiver by FUELTEK of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18 Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

19 Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20 Confidentiality

20.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, products, services or operations of the other party except:

(a) to its employees, officers, advisers, contractors or representatives who need to know such information for the purposes of performing the Contract; or

(b) as required by law, a court of competent jurisdiction or any governmental or regulatory authority.

20.2 Each party shall ensure that persons to whom it discloses confidential information comply with this clause.

20.3 This clause shall survive termination of the Contract for a period of five years.

21 Intellectual property

21.1 All intellectual property rights in or arising out of or in connection with the Goods, Services, software, documentation, specifications, designs and other materials supplied by FUELTEK shall remain vested in FUELTEK or its licensors.

21.2 Nothing in the Contract shall operate to transfer ownership of any intellectual property rights to the Customer.

21.3 Except as expressly permitted under clause 21.4, FUELTEK grants the Customer a non-exclusive, non-transferable licence to use the deliverables solely for its internal business purposes and to the extent necessary to obtain the benefit of the Goods and Services under the Contract. Ownership of intellectual property remains with FUELTEK or its licensors.

21.4 Where FUELTEK expressly accepts an order for supply through an authorised distributor, the distributor may resell the identified Goods and supply the accompanying documentation and embedded software to the identified or agreed category of end customer for operation of those Goods. End-customer software and hosted-service rights, authorised installation or configuration activities, and the division of support and warranty responsibilities must be recorded in the incorporated distributor schedule and applicable end-user terms before onward supply. The distributor shall ensure those terms are provided and agreed before the end-customer contract is concluded. No broader right to copy, modify, sublicense or commercially exploit software, provide hosting, or transfer an FMO subscription is granted. This clause does not appoint an exclusive distributor or permit it to bind FUELTEK or promise warranties beyond those authorised in writing.

22 Entire agreement

22.1 This Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, negotiations and discussions relating to its subject matter.

22.2 Each party acknowledges that it has not relied upon any statement, representation, assurance or warranty other than those expressly set out in the Contract.

22.3 Nothing in this clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

23 Governing Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

24 Personal data processing

24.1 In this clause, Data Protection Law means the UK GDPR, the Data Protection Act 2018 and other applicable data protection legislation, as amended. Controller, processor, personal data, processing, personal data breach and supervisory authority have the meanings given by that law. This clause applies where FUELTEK processes personal data on behalf of the Customer as processor. If the Customer is itself a processor, it must have the controller's authority to appoint FUELTEK and give the relevant instructions. Activities for which either party acts as an independent controller remain that party's responsibility under Data Protection Law.

24.2 Before processing starts, the parties shall agree and incorporate a data-processing schedule identifying the subject matter and duration, nature and purpose of processing, types of personal data, categories of data subjects, controller's rights and obligations, documented instructions, security measures, authorised sub-processors, processing locations, any international transfers, and return/deletion arrangements. The Customer shall ensure it has a lawful basis for the processing and provides required information to data subjects. FUELTEK shall comply with its obligations as processor; the Customer's obligations do not remove FUELTEK's own duties. For FMO, processing comprises receiving, storing, organising and reporting customer fuel-management records and providing support, daily backups and the archive service under clause 24.7. Data subjects may include the Customer's drivers, staff and other authorised users. Data may include names, vehicle registrations, tag/account identifiers, customer-selected references and associated fuel-use records. The Customer chooses the references entered and shall limit personal data to what is needed. Processing takes place on FUELTEK's onsite UK server; any external-provider access must satisfy clauses 24.3 to 24.5 and occur under FUELTEK supervision. Provider identities, access locations and actual security measures shall be recorded in the processing schedule; supervision does not replace the required authorisations or written sub-processor obligations.

24.3 FUELTEK shall process personal data only on documented instructions from the Customer, including in relation to transfers outside the UK, unless required otherwise by applicable UK law. In that case FUELTEK shall inform the Customer of the legal requirement before processing unless that law prohibits this on important grounds of public interest. FUELTEK shall inform the Customer immediately if, in its opinion, an instruction infringes Data Protection Law and shall not carry out an unlawful instruction. International transfers require a lawful transfer mechanism and the applicable documented instructions.

24.4 FUELTEK shall ensure that persons authorised to process the data are bound by confidentiality obligations or an appropriate statutory duty of confidentiality, and shall implement appropriate technical and organisational measures required by Article 32 of the UK GDPR, including the measures agreed in the data-processing schedule. Access shall be limited to persons who need it for the authorised processing.

24.5 FUELTEK shall not appoint a sub-processor without the Customer's prior specific or general written authorisation. Where general authorisation is agreed, FUELTEK shall give reasonable advance written notice of intended additions or replacements, allowing the Customer an opportunity to object on reasonable data-protection grounds before the change. The parties shall resolve such an objection or agree an alternative before the affected processing is transferred. Each sub-processor shall be bound by written obligations providing the same data protection obligations required by Article 28, including sufficient guarantees of appropriate technical and organisational measures. FUELTEK remains fully liable to the Customer for the sub-processor's performance of those obligations.

24.6 Taking account of the nature of processing, FUELTEK shall assist the Customer by appropriate technical and organisational measures, insofar as possible, in responding to requests to exercise data-subject rights. Taking account

of the nature of processing and information available, FUELTEK shall assist with compliance with Articles 32 to 36, including security, breach notifications, impact assessments and prior consultation. FUELTEK shall notify the Customer without undue delay after becoming aware of a personal data breach, provide information reasonably required for the Customer's response as it becomes available, and cooperate in containment and remediation. It shall promptly forward relevant data-subject requests and act on the Customer's instructions unless law requires otherwise.

24.7 On cancellation or termination of FMO, FUELTEK shall provide a reasonable opportunity for the Customer to obtain an export of its data. Subject to the Customer's lawful documented instructions, FUELTEK shall retain a compressed backup of the Customer's data in separate cloud storage for seven years from the effective cancellation or termination date as a continuing archive service for the Customer's retrieval purposes. The Customer instructs that limited archiving by entering into the Contract, subject to its right to require earlier return or deletion. The archive shall be protected against unauthorised access, kept separate from routine use, and accessed only to provide that archive service or comply with law. Clause 24 continues to apply during archiving. At the end of the archive period, or earlier on the Customer's instruction, FUELTEK shall return or securely delete the personal data at the Customer's choice and delete existing copies, unless UK law requires retention. Any unavoidable delay in deleting routine backup copies must be limited to an appropriate deletion cycle, with the data immediately put beyond use and deleted as soon as practicable. Seven years is not a statutory retention requirement and does not override deletion rights or lawful instructions. No continuing online access is promised after cancellation. Clauses 7.9 and 14.10 continue to apply; data shall not be deleted as a debt-collection measure.

24.8 FUELTEK shall make available all information necessary to demonstrate compliance with Article 28 and allow for and contribute to audits and inspections by the Customer or its mandated auditor. Reasonable notice, confidentiality and proportionate arrangements may be agreed to protect other customers' information and avoid unnecessary disruption, but must not prevent legally required audits or urgent investigation of a material incident. FUELTEK shall cooperate with competent supervisory authorities as required by law.

24.9 Clause 14 applies to liability between the parties only to the extent lawful. Nothing in the Contract limits data subjects' statutory rights, either party's direct obligations to a supervisory authority, or any liability that cannot lawfully be limited. This clause survives termination for as long as FUELTEK or its sub-processors retain personal data processed on behalf of the Customer.

Document control and amendment record

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Amendment record

Issue	Reason for change	Date
1	First controlled issue of the revised T&Cs dated 18 November 2026. Document identification, authorisation, page control and amendment record added. Contract clauses unchanged.	25/11/2026

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