CASTROL NEDERLAND - STANDARD CONDITIONS OF SALE

We recommend you save or print a copy of these conditions of sale for future reference.

If you have any questions regarding your order or these conditions of sale, please see the 'Contact Us' section of Castrol.nl for more information and full contact details.

PART A – APPLICABLE IN ALL SITUATIONS

1. Interpretation

These conditions of sale are written in plain English. We have used the terms '*we', 'us', 'our'* etc to refer to the Seller (**Castrol Nederland B.V)** being the company selling the lubricants (which is an affiliate of Castrol Limited that operates this website) and the Seller's affiliate companies (being any legal entity directly or indirectly controlled by Castrol Group Holdings Limited or by any legal entity which directly owns 100% of the share capital of Castrol Group Holdings Limited, excluding the Seller), and '*you', 'your'* etc to refer to the Buyer (the person, firm or company purchasing the lubricants). In these conditions of sale, an '*affiliate*' of a legal entity means any other legal entity which is controlled by, under common control with or controls that legal entity (where owning fifty percent or more of the stock, equity or property of a legal entity, or having the right to appoint fifty percent or more of the members or owner representatives of a legal entity are examples of forms of control). In these conditions of sale, references to a '*contract*' shall (unless the context otherwise requires) be to a contract between you and us to which these standard conditions of sale apply.

References to the term '*this website*' shall mean the https://shop.castrol.com/ portal on which you may have placed your order.

2. What terms apply?

The terms of contract between you and us for the supply of lubricants (which shall be deemed to include all oils, greases, fluids or related products that we list for sale on this website) and/or any additional services (such as used oil analysis, training or technical consultancy that we list for sale on this website) that you order on this website shall unless otherwise agreed in writing between you and a duly authorised representative on behalf of us comprise (and in case of any inconsistency in descending order of precedence):

- the order;
- any signed written supply agreement referred to in the order between you and us for the supply of lubricants and/or additional services; and
- these conditions of sale.

No other terms either presented by you to us (for instance in a purchase order, confirmation of order, specification or otherwise) shall form part of the contract between you and us. We shall consider every order submitted on this website by you to be an offer by you to buy lubricants and/or additional services on these terms.

If you are entering into the contract as an agent on behalf of someone else, both you and your principal will be jointly and severally liable under the contract. If more than one entity is listed as the Buyer in the contract, then their liability shall be joint and several.

3. Order process

It is your responsibility to notify us of the grades and quantities of lubricants that you would like to order and where you would like us to deliver to. All orders shall be subject to any applicable limits and surcharges which may apply if those limits are not met, for example in respect of maximum or minimum delivery quantities or lead time required by us. Deliveries of any lubricants will be subject to availability at the location in question.

All orders that you place on this website will be subject to acceptance in accordance with these conditions of sale.

The 'Place Order' page of this website sets out the final details of your order. Within 24 hours of clicking on the 'Place Order' button on the website, we will send to you an order acknowledgement email detailing the lubricants you have ordered. Please note that this email is not an order confirmation or order acceptance from us.

Acceptance of your order and the formation of the legally binding contract between you and us will take place on despatch to you of the lubricants ordered (or on the event that an order is fulfilled by more than one delivery upon the despatch of the first delivery) unless you have already cancelled your order.–(please refer to 'Returns and Cancellations' in the 'Help' section of this website).

Details of your orders are accessible by signing into your account on the Castrol Shop Portal or by contacting Customer Services (details can be found in the 'contact us' section of our Castrol Nederland B.V website). Please note that the terms and conditions applicable to orders placed on Castrol Shop Portal may change from time to time and old versions of these terms and conditions are not maintained on the website. Therefore, please consider printing out these terms and conditions and the order acknowledgement email for your own records.

4. Delivery

You shall be responsible for unloading lubricants in packs or containers. We will make delivery, and you shall accept delivery, of lubricants in packs or containers when they are made available to you to unload from our delivery vehicle at your premises. Delivery shall not be delayed or invalidated by your unavailability, lack of equipment, or failure to unload promptly. Each delivery will normally be accompanied by a delivery note.

Where it has been agreed that delivery of the lubricants are to be effected by hose:

- delivery can only be made to a bulk delivery point/tank/facility that has been assessed and approved in advance by us or our nominated contractor;
- delivery must be made in accordance with our health, safety and environmental requirements; and
- delivery shall be deemed to occur, and you shall be deemed to accept delivery, at the delivery end of hose.

We will not make any delivery to you unless we consider it to be safe to do so. To enable us to deliver lubricants to you in accordance with our health, safety and environmental requirements, you:

- must, where applicable, complete our pre-delivery checklist and tell our delivery vehicle driver about any site specific safety regulations upon arrival and accompany them during the unloading operation;
- must ensure each delivery point/tank/facility is correctly and clearly labelled;
- must ensure that your delivery site adheres to the latest applicable storage regulations and that there is clear and safe access to all delivery points; and
- will have sole responsibility for providing suitable and secure means and facilities for the reception and unloading of the lubricants and for the storage of the lubricants after delivery.

If you breach any of these conditions we may without prejudice to any other right or remedy available to us, withhold delivery of any lubricants which have not yet been delivered.

Requests for:

- special delivery instructions; or
- non-standard delivery documentation,

must be made at the time of order. We will notify you if we are able to comply with your request and of any additional charges or conditions that will apply and any impact on the delivery lead time.

Our standard delivery lead time is up to seven (7) working days for packed products and up twelve (12) working days for bulk products, excluding public holidays and customary non-business days in the place of delivery. Requests for shorter lead times must be made at the time of order. If, at our sole discretion, we are able to accommodate such a request, a rush order administration fee of £175 will apply, together with any additional logistics surcharge arising from increased freight costs. Rush orders may also be subject to a minimum order quantity (MoQ).
We will only be liable for delivery by a specific date where that date has been expressly agreed in writing. In such cases, unless otherwise agreed, the date of dispatch from the factory or warehouse shall determine whether the agreed delivery timeframe has been met. We accept no liability for delays caused by upstream suppliers or transport agents and, unless otherwise expressly agreed, you will not be entitled to any compensation for any delay in delivery.

5. Price and payment

You agree to pay the total price set out in the applicable order confirmation, or other order documentation provided or agreed by us, including any applicable delivery, taxes or other charges so displayed. Whilst we make every effort to ensure that all prices information is accurate, errors may occur. If we discover an error in the price of goods you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you do not respond within seven (7) days of us contacting you we reserve the right to cancel the order.

You agree to pay us any additional charges that we incur if we cannot deliver to you by reason of any fault of your own or your representative or if you do not promptly accept any lubricants that you ordered upon delivery.

All prices, charges and amounts quoted, agreed or otherwise notified by us, are exclusive of any applicable taxes or duties. Any applicable taxes or duties will be for your account.
Unless otherwise expressly agreed in writing, we reserve the right to apply a manual processing surcharge to orders placed through non-automated channels. No such surcharge shall apply where an order is placed through a manual process as a result of an outage or technical failure affecting our ordering systems. Any applicable surcharge will be determined in accordance with the pricing and service schedule in effect at the time the order is placed, unless a different amount has been expressly agreed with you in writing.
Unless otherwise agreed we will send you, and you must have the facility to receive, an electronic invoice for all deliveries made to you. This will show the quantity of lubricants delivered and all additional charges that we have incurred in making that delivery. We may send you a replacement invoice if, after checking the original invoice or on receiving further information, we do not consider it to be correct.

Unless otherwise agreed in writing by us you agree to make payment:

- within 30 days from date of invoice;
- by direct debit or, if no direct debit agreement exists, by electronic transfer using the details provided on the invoice, quoting our invoice number and your name.

All payments shall be made in full without any set off, counterclaim or deduction.

Any queries on invoices should be notified to us within three (3) business days of receipt of the relevant invoice.

6. What happens if you do not pay us when you should?

If we agree to offer you credit facilities, we will notify you what credit limit will apply. We reserve the right to withdraw or reduce any such credit facilities at any time in which case we will notify you in writing.

If you have not paid us by the time that you should have done or if you exceed your credit limit, then we will have the right (without prejudice to any other rights or remedies that we may have) to:

- charge interest on the money that you owe us at a rate of four per cent (4%) a year above the base sterling lending rate of the Bank of England. This could be after a judgment has been made against you; You shall reimburse all costs incurred by Castrol and occasioned by the contentious recovery
- claim interest against you under applicable legislation;
- insist that you pay us in cash in advance of any future deliveries (or provide us with satisfactory security instead) and immediately pay us all other amounts outstanding; or
- withdraw or reduce any credit facilities and/or refuse to accept any orders and/or withhold any future deliveries.

7. Health, safety and the environment

You agree to draw to the attention of any persons handling or using the lubricants or having access to the lubricants whilst in your possession or to whom you sell the lubricants or any part thereof any warnings, information or suggestions which are contained or referred to in our Product Information Sheet, Safety Data Sheet or any other literature relating to the lubricants or upon any label or packaging of the lubricants. You agree to comply with and to ensure compliance by such persons with such warnings, information or suggestions. You agree to obey all relevant health, safety and environment obligations contained in any law applicable in any country where the lubricants are sold or handled.

8. Risk and title to the lubricants delivered

The risk in the lubricants will pass to you on delivery. Title in the lubricants shall pass to you on the later of the following events:

- when the risk passes to you; or
- when you have discharged and paid us all sums or debts outstanding or owing from you to us in respect of the relevant contract for such lubricants.

Until title in the lubricants passes from us to you, you shall:

- hold the lubricants on a fiduciary basis as our bailee;

- store the lubricants separately from other goods held by you so that they remain identifiable as our property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the lubricants;
- maintain the lubricants in satisfactory condition and keep them insured against all risks for their full price from and including the date of delivery;
- notify us immediately if you become subject to any of the insolvency events listed in clause 11;
- give us such information relating to the lubricants as we may require from time to time,

but you may resell or use the lubricants in the ordinary course of your business.

If the lubricants we have title to are mixed with any other goods belonging to you then the lubricants shall be treated as belonging partly to us and partly to you according to the respective quantities mixed. When the lubricants are disposed of by you, such disposal shall be out of your part until the whole of your part has been disposed of.

If, while we have title to the lubricants, you become subject to any of the insolvency events listed in clause 11 or fail to pay us by the time you should have, then we shall be entitled, without prejudice to any other remedy we may have, to enter the premises where the lubricants are kept without notice and at any time and remove the lubricants or any part thereof.

9. Quality, quantity and claims

We promise that all the lubricants that we deliver to you will, at the time they are delivered to you, conform to the specification published by us for those lubricants as at the date of delivery. All other warranties and conditions, including those implied by law, relating to quality, fitness for purpose and descriptions are, to the fullest extent permitted by law, excluded.

Our measurements of the quantity of lubricants delivered shall be final. If you consider that there has been a shortfall then this must be noted on the original delivery receipt note. You must tell us of the alleged shortage claim within three (3) days of delivery

Unless you (a) tell us as soon as you become aware of what you consider to be a defect in the lubricants; and (b) take representative samples of the lubricant that you consider to be defective (both unused and drawn from the system in use) and give these to us as soon as possible, your claim will not be allowed. If you make a claim against us, you agree to allow us to take any further samples or make any further tests that we consider appropriate as well as to give us free access to the operating records of the affected machinery or equipment.

10. Our liability to you

Your particular attention is drawn to this clause, please read it carefully.

We shall not be liable to you - whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise – for any claim arising under or in connection with any contract for:

- any loss, damage or injury caused from any hazard inherent in the nature of the lubricants;
- any loss of profit or anticipated profit, loss of business or depletion of goodwill, loss of time or hire, cost of overheads thrown away, demurrage or loss of schedule, costs of substitute machinery or equipment, loss related to loss of operational use of machinery or equipment, in each case whether direct, indirect or consequential; or
- any consequential, indirect or special losses or damages whatsoever (howsoever caused).

Our total liability to you (including any liability for the acts or omissions of our employees, agents and sub-contractors) in contract, tort, misrepresentation, restitution or otherwise, arising in connection with any contract shall be limited to the price paid for the relevant lubricants or additional service under such contract.

You agree to indemnify us against any loss, liability or claim and all costs and expenses arising out of or in connection with any spill, accident or emergency incident occurring during the delivery and unloading of lubricants or your failure to comply with any of your obligations under these conditions, except to the extent caused or contributed to by our negligence or failure or defect in our equipment.

Nothing in these conditions of sale shall affect the statutory rights of a consumer nor shall it exclude, restrict or limit our liability to you for (i) death or personal injury resulting from negligence; or (ii) fraud or any other matter if and to the extent that, under applicable law, such liability cannot be excluded, restricted, or limited as against you in the context of any contract.

11. Termination of the contract

We may end a contract with you without liability at any time on giving you fourteen (14) days written notice.

We may immediately end a contract or suspend making deliveries without liability if (a) a liquidator (other than for the purposes of amalgamation or reconstruction), trustee in bankruptcy, receiver or equivalent officer is appointed in respect of you, any of your assets or undertakings or affiliates, or you enter into an arrangement or composition with your creditors or if we have reason to expect any such appointment, arrangement or composition; (b) you fail to make any payment to us by the time that you should have; (c) you breach any of your obligations under clause 7; or (d) you fail to comply with the terms of clause 6.

If a contract is ended for whatever reason (including if applicable under Part B), then clauses 1, 2, 5, 6, 8, 9, 10, 11, 13 and all of Part B shall survive.

12. Unexpected events

If we breach a term of a contract as a result of circumstances reasonably beyond our control, then we will not be liable to you for that breach.

If there is either (a) a reduction in or interference with the availability of lubricants raw materials which could not have been reasonably avoided; or (b) our cost of performance is materially increased and we cannot recover such increase by an equivalent increase in the amount you pay to us, then we may terminate any contract with you by writing to you or withhold or reduce deliveries to you. In such circumstances we shall not be required to provide you with the shortfall from any alternative sources.

13. General

All correspondence relating to any contract should be made either by email or recorded delivery sent to you at an address recorded in your account for this website or to us at the address recorded in the 'Contact Us' section of the Castrol.nl website or as otherwise notified by us to you. Correspondence shall be considered to have been made when it has been received. You will notify us as soon as possible of any change in your contact details.

No failure by us to enforce any right under a contract shall be considered to be a waiver of any form of such right. A waiver will only be effective if in writing and will not constitute a waiver of any other breach or default. The rights and remedies provided by the contract are cumulative and are not exclusive of any rights or remedies provided by law. The contract is personal to you and cannot be assigned or subcontracted by you in whole or in part. We may assign or subcontract all or part of our rights and/or obligations under any contract to any of our group .

With the exception of the ability of our group to be able to enforce any of our rights under a contract, it is not intended that any term shall be enforceable by anybody that is not a party to the contract.

We and you agree that we shall each comply with all applicable laws in connection with the contract.

Subject to clause 2, the contract contains the entire agreement between you and us, replacing all previous agreements in respect of the sale by us to you of lubricants and/or the provision of additional services. You agree that you have not relied upon any pre-contractual statement (including any undertaking, promise, assurance, statement, representation, warranty or understanding) made by us in entering into the contract.

If a term of the contract is held not to be valid by any competent court or authority, then it should be read to the full extent that it is valid or, to the extent required, deleted. The other terms of the contract shall continue in full force unaffected.

English is the only language offered for conclusion of the contract. Where the contract is translated into another language, the English language version shall be the authoritative version.

Dutch law shall govern the contract and any non-contractual obligations arising out of or in connection with it. Any dispute arising out of or in connection with the contract shall be submitted for resolution to the exclusive jurisdiction of the courts of The Netherlands , unless otherwise indicated by us.

14. Used oil analysis

Unless agreed otherwise in advance in writing, any used oil analysis services we provide to you will be subject to a fee, which we will notify to you. If we have agreed to provide you with used oil analysis services, then you will supply us with representative samples of the lubricant along with all the relevant equipment details relating to those samples. To allow us to make a meaningful inspection of the results, you agree to:

- explain to us as fully as possible the type and nature of the mechanical equipment that you use;
- inform us as soon as possible of any changes in the operation or maintenance of the equipment that may impact upon our evaluation;
- only use the sampling materials and containers provided by us;
- be responsible for sampling in accordance with the procedure recommended by ourselves and so as to prevent contamination of the samples; and
- ensure that sample bottles are dispatched securely capped, correctly labelled and properly packaged in the envelopes that we have provided with all the appropriate fees and stamps paid.

If any samples sent to us have not, in our opinion, been taken strictly in accordance with our recommendations, then we can reject such samples without incurring any liability to you. We will try to notify you if this happens. Similarly, we shall not accept any liability to you if the samples that you provide to us have not been taken from their stated sampling point.

You alone shall be responsible for carrying out any recommendations made by us to you and we shall accept no liability for any consequences of such changes. We promise to exercise reasonable skill and care in providing these used oil analysis services although we do not give any other warranties or make any representations (express or implied) to you in respect of them. We shall not be responsible for any samples passed to our agents, group or contractors for forwarding to us.

PART B – SUPPLEMENTARY TERMS REGARDING RESALE

If you resell any of the lubricants that we supply to you, then Part B shall apply in addition to Part A.

15. Trade sanctions compliance

You agree that you will not resell any lubricants to:

- a Restricted Party or for any machinery owned, controlled or used by or for the benefit of a Restricted Party; or
- someone who you know or suspect will resell directly or indirectly to a Restricted Party or for any machinery owned, controlled or used by or for the benefit of a Restricted Party.

You further represent, warrant and covenant that upon request, you will provide us with accurate end-use, end-user and country of end-use information with respect to any products (including software or technology) to be supplied hereunder

Additionally, you represent, warrant, and covenant that: a) you are not a Restricted Party, b) you will provide notice to us if, at any time during the contract, you become a Restricted Party and c) you have complied and shall comply with all Trade Laws in connection with all activities associated with the contract. You agree to provide notice to us if, at any time during the contract, you become aware of any breach or potential breach of Trade Laws connected with the performance or non-performance of the contract or the lubricants.

Moreover, you represent, warrant, and covenant that you will not export the Restricted Products: a) to Russia or Belarus, directly or indirectly and b) for use in Russia or Belarus, directly or indirectly. Any violation of this paragraph shall constitute a material breach of an essential element of the contract, and we shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the contract; and (ii) a sum equivalent to one hundred per cent (100%) of the value (on the day on which the demand is issued) of any Restricted Products, such payment falling due within fourteen (14) days of a demand from the Seller evidencing such a supply to Russia or Belarus or for use in Russia or Belarus.

For purposes of this clause:

- '*Restricted Party*' means any person, entity or country that is (a) targeted by national, regional, or multilateral Trade Laws, or (b) directly or indirectly owned or controlled by or acting on behalf of such persons, such that Trade Laws apply;
- '*Restricted Products*' means, in respect of Russia, goods or technology identified in the annexes listed in Article 12g of Regulation (EU) 833/2014, and, in respect of Belarus, goods or technology identified in the annexes listed in Article 8g of Regulation (EU) 765/2006; and
- '*Trade Laws*' means laws, rules, regulations or equivalent applicable to either party or the lubricants expressly including, but not limited to, the laws of the United Kingdom, the laws of the United States of America, the United Nations, and the European Union regarding export controls, trade sanctions, economic sanctions, international boycotts, or other related restrictions including but not limited to those that: a) prohibit or restrict the export or import of goods, services, software, or technology to or from persons and countries specified therein; or b) would or could expose you or us to punitive measures for violation.

16. Anti-Corruption, Anti-Money Laundering and Ethical Compliance

You agree and undertake that, in connection with the contract and any transactions under it, you will comply with all applicable anti-bribery, anti-money laundering, anti-corruption and anti-fraud laws, rules and regulations, decrees and/or official government orders of the United Kingdom (specifically including but not limited to, the Bribery Act 2010, the Proceeds of Crime Act 2002 and the anti-fraud legislation set out in s.199 and Schedule 13 of the Economic Crime and Corporate Transparency Act 2023 and all successor legislation), the United States of America (such as the Foreign Corrupt Practices Act of 1977 and all successor legislation), and of any other country where goods will be transported or distributed to or from in connection with the contract.

You warrant and undertake that, in connection with the contract and any transactions under it, neither you nor any of your owners, directors, officers, employees, nor any other person acting on your behalf, has made, offered, promised to make or authorized, or will make, offer, promise to make or authorize, any payment or other transfer of anything of value, directly or indirectly to:

(i) any government official;
(ii) any director, officer, or employee of us or any of our group ;
(iii) any political party, official of a political party, or candidate for public office;
(iv) an agent or intermediary for payment to any of the foregoing; or
(v) any other person or entity,

for the purpose of obtaining or influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, if such payment or transfer would violate or be inconsistent with the principles of any applicable anti-corruption legislation, including but not limited to the anti-corruption laws of the United Kingdom, the United States of America or of any country where goods will be transported or distributed to or from in connection with the contract.

For the purposes of this clause, the term '*government official*' shall include any minister, deputy minister, manager, civil servant, director, officer, or employee of any government or any department, agency or instrumentality of any government, and/or of any public sector company or an enterprise in which a government owns a majority or controlling interest, and/or of any public international organization. This term also includes any police or military personnel and any person acting in any official, administrative or judicial capacity for or on behalf of any such government or such department, agency, instrumentality, company or public international organization.

You agree and undertake that, in connection with the contract and any transactions under it, you have and will maintain proper and accurate books, records and accounts which, in reasonable detail, accurately and fairly reflect any and all payments made, expenses incurred and assets disposed of; and have and will maintain an internal accounting controls system that is sufficient to ensure the proper authorization, recording and reporting of all transactions and to provide reasonable assurances that violations of the anti-corruption laws of the United Kingdom, the United States of America or of any country where goods will be transported or distributed to or from in connection with the contract will be prevented, detected and deterred. You further agree that you will allow us and/or our duly authorized representative(s) and/or nominated auditor(s) at any time during the term of the contract and within a reasonable time after its termination to review and/or audit all such books, records, accounts and internal accounting control system that may be relevant to an audit of your compliance with this clause and undertake that you will cooperate fully with any such review and/or audit (to include, without limitation, allowing access to premises and answering any reasonable questions that may arise).

You represent and warrant that you do not know or have any reason to suspect that the proceeds, funds or property that are or will be the subject of any transactions under the contract (i) are or will be derived from, or related to, any illegal activities under any applicable laws; or (ii) are intended to commit, further, or sponsor a violation of applicable law, including but not limited to violations of any tax, customs or revenue laws.

You confirm that you have carefully reviewed our Code of Conduct (a copy of which is available at www.bp.com, as may be updated from time to time) and agree and undertake that, in connection with the contract and any transactions under it, you will act consistently with the applicable principles of the Code of Conduct in all material respects. Further, you will ensure that your personnel are made aware of the Code of Conduct.

17. Termination

In addition to any other right that we may have, we may end the contract immediately (in whole or in part) without liability if:

- you commit a material or persistent breach of any of the provisions of this Part B and, in the case of a breach capable of being remedied, fail to remedy that breach to our satisfaction within 14 days of receiving written notice of the breach, or
- continued performance of the contract would cause us to contravene any local, state, national or international regulation or law.

Without prejudice to any other rights or remedies we may have, if the contract is ended under this clause 17 you shall immediately pay to us all sums outstanding for lubricants delivered and services performed on or before the end date and neither you nor we will engage in further transactions, including monetary transactions or shipments, without the express consent of both parties. For the avoidance of doubt, if the contract is ended under this clause 17, then this Part B shall survive.

18. Repackaging

You agree that you will not repackage, blend, adulterate or reformulate any of the lubricants and will only sell lubricants in their original, unopened packaging and/or containers and will not alter, obscure, remove, conceal, deface or otherwise interfere with the decoration or visible design of such packages and/or containers. You agree that you will allow us and/or our duly authorized representatives at any time to audit all such books, records, accounts and internal accounting control system that may be relevant to your compliance with this clause.

19. General

Unless otherwise indicated in writing between the parties to a contract, nothing in that contract is intended to, or shall be deemed to:

- make you a distributor or agent for us or any of our group ;
- establish any partnership or joint venture between us;
- create a fiduciary relationship between us;
- authorize you to make or enter into any commitments for or on behalf of us or any of our group ; or
- grant any right or license to you in respect of our or any of our group ' trademarks or intellectual property.