2008 FIA WORLD RALLY CHAMPIONSHIP

EVENT FUEL PURCHASE ORDER FORM

Price per liter € 5,38

Deadlines for ordering:

European events: 3 weeks before shakedown
Long haul events: 5 weeks before shakedown

After deadlines we cannot guarantee additional orders!

Please note that payment must be received in full one week before shakedown!

RALLY EVENT	50 Liter Cans	Fuel from re-fuelling truck	Total Liters

Team	
Driver(s)	
Entry No(s)	

Customer Number (if available)	WRC . . .

Invoice Details	Company Name	
	Address (Street / Postal Code / City)	
	Country	
	VAT Registration No.	
Contact Details	Contact Person	
	Telephone No.	
	Mobile No.	
	Fax No.	
	E-mail Address	

Pre-Payment to	Owner of Account	Shell Global Solutions GmbH
	Bank	ABN AMRO Bank N.V., Frankfurt
	Bank Code	502 304 00
	Account No.	1668 315 009
	IBAN Code	DE77 5023 0400 1668 3150 09
	SWIFT Code	ABNADEFFFRA
	Purchase Order No (Will be provided by DHL)	WRC . . . - . . .

FUEL WILL BE AVAILABLE THE DAY BEFORE SCRUTINEERING

Please return this order to
wrcfuel@dhl.com
Or by fax to 0031 842 295 239

General Terms of Sale and Delivery ("GTSD")
Shell Global Solutions (Deutschland) GmbH, Updated 04/2003

The following provisions in Figures 1. to 12. apply to all customers:

1. General

(1) The following GTSD are applicable to all current and future deliveries of the vendor, if and to the extent that no contrary written agreements have been made. The GTS (General Terms of Service) in each respective version are applicable to services of the vendor. Amendments of the GTSD are effective from the introduction of the respective amendment. The legal provisions are applicable unless these GTSD stipulate anything to the contrary.
(2) Our offers are subject to change.
(3) Oral subsidiary agreements are only valid if they are confirmed in writing by the vendor.

2. Quality

The vendor owes products of average kind and quality only. The written specification of the quality of the object of purchase in the contract of sale or the delivery note is decisive.
Quality features of test objects or samples, analysis details or specifications are only quality descriptions of the object of purchase if they are agreed upon in written form. The vendor does not grant any quality or durability guarantee.

3. Prices

(1) If a price for the goods is not agreed upon, it is calculated on the basis of those valid prices that are generally applicable by the vendor on the day of dispatch of the delivered or ordered amounts and products. Unless agreed otherwise, the stated prices are exclusive of Value Added Tax (V.A.T.) which is calculated separately in accordance with each applicable rate.
(2) If the period between conclusion of contract and delivery/performance of service is longer than four months, or if the contract constitutes a continuing obligation and if the sold goods or their preliminary products or intermediate products or their raw materials are or will be encumbered by mineral oil taxes, customs duties or other duties, or if duties and freightages included in the purchase price are increased, the purchase price changes to the corresponding amount as from the day of introduction/amendment, even if a fixed price agreement exists. The same applies to encumbrances/increases that are only applicable to goods of foreign origin. The vendor is further entitled to increase prices accordingly if additional costs arise for the supply of the delivery office or for the supply of thereceiving office as requested by the buyer or if the encumbrance of one of the preliminary products or raw materials increases by more than 3 % as a result of extraordinary circumstances (e.g. underloading surcharges, ice surcharges).

4. Payment / Default of Payment / Setting off

(1) Purchase prices are due immediately. They are due net cash incoming without deduction. Payment periods granted or practiced by the vendor may be revoked by the vendor at any time within a reasonable period.
(2) In the event of non-compliance with the payment terms applicable to the parties, if the buyer is in default of payment or in the event of a deterioration of assets on the part of the buyer, the vendor is entitled to perform further (partial) deliveries or (partial) services against performance of immediate payment or against adequate securities which are subject to the vendor's assessment.
(3) Bills of exchange or cheques are only accepted upon special agreements and only pending the full discharge of debt.
(4) The buyer can only set off against undisputed claims or claims which have been established to be legally binding.

5. Retention of Title

(1) The vendor retains title to its delivered goods until the full payment of all claims against the buyer on any legal grounds, including bills of exchange, is effected. The same applies if the purchase price is paid for specific deliveries as defined by the buyer. In cases of running invoices, the retention of title serves as security for the vendor's balance claims.
(2) For the vendor as manufacturer, the treatment / processing of privileged goods ensues as per § 950 German Civil Code [BGB], without binding effect on the vendor. If the goods delivered by the vendor are mingled, mixed or joined with other objects, the buyer already transfers its ownership or co-ownership of the new object or the mingled or mixed inventory to the vendor.
(3) The buyer undertakes to hold the privileged goods free of charge for the vendor with the care of a businessman and to mark it accordingly.
(4) The buyer is entitled to resell the privileged goods and the objects created by their processing by way of orderly business dealings under retention of title as long as the buyer is not in default of payment. The buyer assigns in advance claims arising from a sale or any other legal grounds to the vendor with all subsidiary rights in order to secure the vendor's claim - including any current account balance claim. If the privileged goods are resold within the scope of work deliveries, the assignment in advance is only valid up to a sum not exceeding the double value of the processed privileged goods. This is calculated on the basis of the vendor's last invoice prices; without consideration of discounts, cash discounts, freight, and packaging costs or any other expenses.
The same applies to the advance assignment of any claims of the buyer against a third party if it acquires exclusive ownership of the new object due to processing.
(5) The buyer has the revocable right to collect the assigned claims in its own name. If the buyer does not fulfil its payment obligations towards the vendor arising from the business relation in accordance with the agreement or if the buyer suffers financial collapse, this direct debit authorisation may be revoked. In such a case the vendor may demand that the buyer grant individual declarations of assignment, that it disclose garnishees; that it notify them of the assignment and that it provide all documents necessary for collection of such a claim. In addition, the vendor is itself entitled to declare the assignment towards the garnishee.
(6) The buyer is not entitled to pledge the privileged goods or to assign them as security. The buyer must immediately notify the vendor if the goods are pledged, confiscated or otherwise impaired.
(7) If the buyer is in default of payment or if the buyer violates provisions of this Figure "Retention of Title", its right of possession of the corresponding privileged goods, the delivery of which constitute the purchase price claim, or which are subject to the violation, is inapplicable. The buyer must temporarily surrender them until full payment of the corresponding purchase price without the vendor having to withdraw from the contract.
(8) If the buyer violates the obligations agreed under Paragraph (3) and (7), the vendor is entitled to set a reasonable extension period and to withdraw from the contract if it expires fruitlessly.
(9) If the realisable value of the securities to which the vendor is entitled permanently exceeds the overall claim to be secured arising from the business relation by more than 20%, the vendor undertakes to reassign them.

6. Deliveries

(1) The vendor only owes its own production. At the vendor's choice it can also deliver goods which it has purchased additionally.
(2) If the vendor's own production does not suffice for supplying all customers, the vendor is entitled, at its own choice, to allocate the deliveries completely or in individual cases proportionally instead of its rights arising from impossibility, under consideration of the relevant circumstances.
(3) Deliveries and services are ex works. The vendor reserves the right to select the delivery works or the delivery warehouse.
(4) If freight prepaid delivery is agreed, it is effected by means of a tank wagon free station or by means of a street tank wagon / heavy goods vehicle free buyer's address.
(5) The determination of the amounts that are decisive for the calculation is undertaken by the vendor according to its common methods.
(6) The buyer is liable to the vendor for compliance with duties or mineral oil tax provisions to be observed by the buyer or its customers as well as for the procurement of and compliance with authorisations required by public law.

Shell Global Solutions (Deutschland) GmbH
Geschäftsführung: Dr. Wolfgang Warnecke; Thomas Harms • Sitz: Hamburg • Registergericht: Amtsgericht Hamburg • HR B 91485

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If authorisations, particularly for purposes of duty-privileged and/or tax-privileged delivery, are not granted or are withdrawn, the vendor is entitled to adapt the purchase price accordingly.

(7) If the vendor handles the delivery, the vendor is entitled to choose the transportation route and the transportation means in good faith.

(8) Any vendor's declarations on delivery dates or incoming temperatures are non-binding.

7. Means of Transportation / (Rental)Barrels

(1) Transportation of goods by means of transportation provided by the buyer or safekeeping of goods in containers provided by the buyer must be provided free of freight and free of charge at the place of delivery in due time and in a clean condition, ready for filling. It is incumbent on the buyer to check the suitability of the means of transportation/barrels for the relevant product or its transportation. The buyer must establish the capacity of the containers prior to delivery and specify the quantity to be filled. The buyer is liable for an impeccable condition of the means of transportation or the containers, technically and as per the legal requirements as well as their measuring devices. The vendor is not obliged to check them with regards to suitability, cleanliness or the likes. Damages arising from a defective condition of the containers or their measuring devices, from inexact or incorrect specifications of the buyer or due to soiling and/or mixing will not be replaced. Any measures initiated by the vendor in such an event do not constitute an acknowledgement of a compensation duty. The shipment of the containers takes place at the buyer's risk. The buyer is liable for all damaging of the vendor's loading facilities by the buyer's containers or means of transportation, unless the buyer can prove that the damage was caused by the vendor's fault.

(2) If the vendor's means of transportation, barrels or containers are utilised, the fees usually charged by the vendor must be paid. The buyer is held responsible for the orderly and careful treatment of all means of transportation and/or containers provided to it or to a third party named by it. For the duration of the provision or utilisation of a means of transportation or a container, the buyer is liable for any loss or any damaging thereof as well as for any damage caused by the means of transportation, the container or its contents, unless the buyer proves that it or the third party named by it is not responsible.

(3) The buyer must immediately and completely unload or empty the means of transportation/ (rental) barrels/ containers provided by the vendor and return them. In the event of non-compliance, the vendor is entitled to charge at least the rental fees for means of transportation of the relevant kind as compensation that are customary at the market.. Any utilisation for other purposes than those agreed upon is not allowed. In order to safeguard any possible regress rights in the event of damages, the buyer must take the relevant measures and make the relevant establishments against the transportation company and the buyer must notify the vendor immediately. The following applies to tank wagons additionally: the buyer undertakes to empty the tank wagon orderly immediately upon its arrival and to return it to the dispatch office. If a delivery of the goods is agreed upon as carriage paid, the return is effected carriage collect; otherwise the return must be effected carriage paid to the dispatch office. If the tank wagon is not emptied by the buyer within 48 hours - within 24 hours in the event of deliveries by whole trains - upon its arrival at the receipt address and returned by train for return transportation, the buyer must pay the vendor the regular tank wagon rental fee, even if the buyer is not responsible for the belated return. Should the tank wagon arrive at the place of receipt in a damaged condition, the buyer must immediately take all necessary measures to establish the damage (e.g. note the facts of the case with the German Railways) and notify the vendor.

(4) The buyer is responsible for arising transportation surcharges of ships due to high or low tide, icy conditions or due to other reasons for which the vendor is not to be held responsible. The same applies to stopover fees which are caused by exceeding the necessary unloading periods. Steam for unloading purposes as well as the hoses necessary for unloading the goods must be provided by the buyer at buyer's expense.

(5) The buyer is responsible for the compliance with safety measures stipulated by the law for drawing off from street tank wagons / heavy goods vehicles (drawing off device / taking in containers).

The buyer is liable towards the vendor for all damages arising from any non-compliance, unless the buyer can prove that it cannot be held responsible.

8. Release Order

Purchased goods must be collected immediately. If partial deliveries are intended, the collection must be distributed evenly with regards to time and quantity.

9. Intellectual Property

The buyer is not granted any rights whatsoever, particularly not to company names, copyrights or industrial property rights such as patents, registered designs or trademarks, unless this is explicitly designated in the contract.The vendor is in no way obligated to transfer such rights to the buyer. Industrial property rights, copyrights or other rights in terms of intellectual property, which have been developed by the vendor in connection to the fulfilment of the contract, remain property of the vendor or must be transferred to the vendor. The buyer obtains a non-exclusive non-transferable utilisation right in as far as it is absolutely necessary to the fulfilment of the contract.

10. Liability

(1) The vendor is liable for damages – irrespective of other claims of the buyer arising from the same facts of the case – only if it is established that the vendor, its organs or vicarious agents or assistants have acted with intent or gross negligence. The vendor's organs or vicarious agents or assistants are themselves also liable for damages – irrespective of other claims of the buyer arising from the same facts of the case - only when acting with intent and gross negligence.

(2) The compensation to be paid by the vendor, if the vendor is liable, is limited to the typical damage which is predictable upon conclusion of the contract and which equals, at the most, the delivery's threefold value.

(3) The liability limitations in terms of the aforesaid Paragraphs (1) and (2) are applicable neither to violations of life, body and health nor to claims arising from the German Product Liability Act [Produkthaftungsgesetz] nor in cases where the law prohibits such limitations of liability.

11. Force Majeure Clause

Neither the vendor nor the buyer is to be held responsible for a delay or impossibility due to force majeure. All unpredictable events (such as e.g. war or natural disasters) which cannot be influenced by either contractual party and the effects on the contract fulfilment of which could not be prevented by reasonable efforts of the respective contractual party are deemed as force majeure. This provision does not apply to the obligation to payment of money.

12. Transferability

The vendor may at any time transfer its rights and obligations, particularly those arising from contracts, to a company affiliated to the vendor in terms of the German Companies Act or to third parties, equally qualified to fulfil as is the vendor.

The following provisions are applicable by way of supplementation only in relation to entrepreneurs or, if explicitly determined, in relation to merchants

13. Public remarks, praise or advertising do not constitute a quality description of the purchase object in terms of Figure 2.

14. The vendor's right to increase any pricing in terms of Figure 3 (2) is independent of the time period between the conclusion of the contract and the delivery exceeding four months or of the underlying contract being a continuing obligation.

15. Future claims are also claims in terms of Figure 5 (1).

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16. Objections and Guarantee

(1) In the event of a wrong or partial delivery or the existence of a defect of the purchase object, the buyer may demand, at the vendor's choice, subsequent fulfilment, withdrawal or abatement - thereby excluding further guarantee claims.
(2) Any objections concerning the delivery must be asserted in relation to the vendor in writing. Discernible defects must be rebuked by the buyer immediately. In addition the buyer must convince itself of the orderliness of the delivery by taking samples or by processing samples. This must be done within 14 days following the delivery, at the latest. Any defects discernible during the taking of samples / sample processing must be communicated to the vendor within 14 days of their establishment.
(3) Objections on the grounds of defects are only allowed if the vendor is made available a sample of the delivery of at least 1 kg (or 1 litre) for re-examination. The taking of samples must be done in accordance with the relevant DIN (German Industrial Standards) standard for the product in question. The vendor must be given the option of taking the sample itself or to convince itself of the orderly performance of the taking of samples.

17. Limitation of Actions

The buyer's claims - particularly guarantee and damage claims - become statute-barred after 1 year following the delivery of the goods.

18. Export Control

The export of certain goods, information, software and documentation may be subject to authorisation – for instance due to their nature or their utilisation purpose or their final destination. The buyer will strictly comply with the relevant export regulations applicable to the goods, information, software and documentation, particularly those of the European Union and the EU member states as well as those of the US. The vendor will mark the goods, information, software and documentation with regard to the authorisation requirements in terms of the German, EU and US export lists. The vendor will name the relevant information offices for further particulars upon request.

19. Place of Jurisdiction / Applicable law

(1) The place of jurisdiction for merchants is Hamburg.
(2) All contracts are subject to the law of the Federal Republic of Germany with the exception of its international private law. The application of the standardised purchase laws and of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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