

# Product and Equipment Supply Agreement

## Schedule 2 – Terms and Conditions for Products

### 1. Supply of Products

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- 1.1 **Exclusive supply:** The Customer will purchase from Farmlands and take Delivery of, and Farmlands will sell to the Customer and use its reasonable commercial endeavours to supply and Deliver to the Customer, all of the Customer's requirements for Product in accordance with this Agreement. To avoid doubt, nothing in this Agreement prohibits or in any way restricts Farmlands from selling Products or other petroleum or lubricant products to other entities (including those in competition with the Customer). The Customer shall not source any Product from any source other than Farmlands except in the limited circumstances set out in this Agreement.
- 1.2 **Forecasting:** If so required by Farmlands, the Customer will provide Farmlands with a written Forecast of the Customer's likely requirements for Product for any given period. In any event, the Customer shall be required to purchase at least the Minimum Purchase of Product from Farmlands where there is a Minimum Purchase recorded in the Key Terms of this Agreement.
- 1.3 **Ordering:** Without limiting and subject to Farmlands' Delivery obligations under clause 2 of this Schedule 2, Farmlands may, but is not obliged to, accept written purchase orders from the Customer for additional Product. Farmlands' obligations under clause 1.3 of this Schedule 2 are subject to clause 4 of this Schedule 2 and clause 8 of Schedule 1 and any other term of this Agreement under which Farmlands is entitled to delay or suspend Delivery of Product.
- 1.4 **Purchase order details:** Farmlands will supply to the Customer the quantity and type of Product ordered by the Customer and Deliver that Product to the Premises specified by the Customer in the purchase order. Notwithstanding anything else in this Agreement, the terms of this Agreement shall prevail over any inconsistent terms set out in any purchase order issued by the Customer. Farmlands is not bound by any obligation or subject to any term unless Farmlands has agreed to such obligation or term in writing.
- 1.5 **Lubricants:** If the Customer agrees in writing to purchase Lubricants from Farmlands, then the standard terms of supply of Lubricants (available on request from Farmlands) shall apply to any such supply of Lubricants by Farmlands, unless otherwise set out in the Key Terms or agreed in writing between the Parties.

### 2. Delivery of Product

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- 2.1 **Delivery of Fuel:** Delivery will be deemed to have been completed at the point at which the Product passes the inlet flange of the relevant Tank at the Premises.
- 2.2 **Delivery of Lubricant:** Farmlands shall take all reasonable endeavours to deliver any purchased Lubricants to the nominated Premises (in New Zealand) within 3 working days of purchase for orders received before 12.00pm (noon). If any orders are received after 12.00pm or on any non-working day, they will be deemed to have been received the next working day. If any delivery is for less than 60 litres of Lubricants, additional freight of \$15 will be charged for the delivery (but freight will be free of charge for any deliveries of Lubricants that are at least 60 litres).

### 3. Quality

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- 3.1 **Quality requirements:** All Product Delivered under this Agreement must:

- (a) in respect of Fuel, meet the relevant specifications set out for non-retail sales in the Engine Fuel Specification Regulations 2011 as amended or replaced from time to time. The relevant specifications as at the date of this Agreement are set out in Appendix B of this Schedule 2;
- (b) be the same Product type as that specified in this Agreement or otherwise ordered by the Customer and agreed to by Farmlands; and
- (c) subject to clauses 4.2(a) and 5 of Schedule 1, be free from any security interest, lien, charge, encumbrance or defect in title.

- 3.2 **Supply of Fuel by Product Supplier:** The Customer acknowledges that, as at the date of this Agreement, all Fuel is supplied to Farmlands by the Product Supplier, and that Farmlands transports the Product from the Product Supplier's storage facilities to Deliver to the Customer. The Product Supplier is required to ensure that at the time of delivery to Farmlands, all Fuel it supplies to Farmlands complies with the specifications referred to in clause 3.1(a) of this Schedule 2. Farmlands will advise the Customer of any change in its supplier.
- 3.3 **Warranty exclusion:** All other representations, warranties and undertakings whatsoever (whether express or implied) with respect to the quality of the Product or its fitness for any particular purpose are expressly excluded to the fullest extent permitted by law. Where the Customer acquires the Product under this Agreement for the purposes of its business, the Customer agrees that the conditions, warranties and guarantees of the Consumer Guarantees Act 1993 are excluded to the fullest extent permitted by law.
- 3.4 **Manufacturer and supplier warranties:** The Customer shall not do or omit to do anything which might prejudice or affect any manufacturer's or supplier's warranties or guarantees which apply to the Products. Without limitation, the Customer shall ensure that the Tanks are free from water and other contaminants, and shall not adulterate, mix, modify or otherwise contaminate any Products or subject any Products or Tanks to misuse, neglect, contamination or damage.
- 3.5 **Reporting quality issues:** The Customer shall immediately report any quality issues that arise to Farmlands.

#### 4. Delay or impediment to supply

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- 4.1 **Delay or impediment to supply:** Farmlands will notify the Customer upon becoming aware of any matter or circumstance which will prevent, impede or cause any delay in the performance of any of Farmlands' obligations under this Agreement, including in particular notifying the Customer if for any reason Farmlands is unable to:
- (a) meet the requirements of a particular purchase order issued by the Customer in accordance with clause 1.3 of this Schedule 2; or
  - (b) meet the Customer's potential supply requirements as outlined in a Forecast issued under clause 1.2 of this Schedule 2.
- 4.2 **Agreeing a solution:** Without limiting any other rights or remedies the Customer may have arising out of any such prevention, impediment or delay, the Parties will co-operate and promptly use all reasonable endeavours to agree a work-around solution to the relevant matter or circumstance in order to satisfy Farmlands' obligations and meet the Customer's requirements as closely (and quickly) as practicable. In particular, in the event of a delay or impediment to Farmlands' usual supply source, Farmlands will use reasonable endeavours to obtain Product from an alternative supply source for Delivery to the Customer in accordance with this Agreement. Farmlands will use reasonable endeavours to minimise the duration of any shortage and eliminate or mitigate the relevant delay, impediment or inability to supply.

4.3 **Shortage of availability of Product:** If at any time there is a shortage of availability of Products, Farmlands may allocate supply between the Customer and Farmlands' other customers as Farmlands may reasonably determine.

4.4 **Purchaser able to use alternative supply sources:** If Farmlands:

- (a) gives notice under clause 4.1 of this Schedule 2; or
- (b) is unable or fails for any reason (including any Force Majeure) to supply Product in accordance with this Agreement,

the Customer may, until such time as Farmlands notifies the Customer that the relevant circumstance no longer exists or will not occur or satisfies the Customer that it is able to supply Product in accordance with this Agreement, and without prejudice to the Customer's other rights and remedies in respect of any breach of this Agreement, obtain alternative sources of supply for Product.

4.5 **Liability exclusion:** Farmlands is not liable for any damages, liability or loss suffered by the Customer as a consequence of any delay in Delivery or failure to Deliver any Product.

## 5. Price

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5.1 **Purchase price for Fuel:** Unless otherwise set out in the Key Terms of this Agreement, the Purchase Price for each litre of Fuel Delivered by Farmlands will be denominated in New Zealand dollars and calculated as follows:

*Purchase Price = Farmlands Buy Price plus Farmlands' margin (as amended from time to time) plus Freight plus GST*

Where:

*Farmlands Buy Price* means the price per litre of the relevant type and grade of Product actually payable by Farmlands to its supplier (from time to time) for the purchase of the relevant Product.

*Freight* means the freight differential (expressed on a per litre basis) on account of the transportation costs incurred by Farmlands in Delivering the Product to the Customer in accordance with this Agreement which do not form part of the Farmlands Buy Price. The freight differential rates as at the date of this Agreement are the Freight Rates, which are subject to review and adjustment in accordance with clause 1.1 of Schedule 2.

5.2 **Farmlands Fuel to notify Purchase Price of Fuel weekly:** On request, Farmlands will provide email notice to the Customer's email indicated in the Key Terms of the applicable Purchase Price (calculated in accordance with clause 5.1 of Schedule 2) for the Fuel each week during the Term, and the Purchase Price specified in Farmlands' notice will take effect from the date and time set out in Farmlands' pricing notice. However, if Farmlands' own supplier changes its pricing notification frequency from weekly, then Farmlands may amend the frequency with which it gives notices under this clause by giving five Working Days' prior written notice to the Customer and the change in pricing notification frequency shall take effect from the date and time set out in Farmlands' frequency notice.

5.3 **Purchase Price for Lubricants:** The initial Purchase Price for the Lubricants is set by agreement between the Parties.

5.4 **Review of Purchase Price for Lubricants:**

- (a) Any price changes will be notified with one month notice before coming into effect.

- (b) If Farmlands does not receive payment for any Lubricants in accordance with this Agreement, then without prejudice to any of Farmlands' other rights and remedies under this Agreement or at law, Farmlands may retake possession of any Lubricants and may enter any Premises to do so.

#### 5.5 Additional charges:

- (a) Farmlands may also invoice the Customer for any applicable costs of issuing Customer Fuel Cards under Appendix A of this Schedule 2, and any costs, taxes, charges or liabilities which may from time to time be imposed or charged by any government, quasi government, statutory or tax authority, or any costs, or charges or liabilities including under the emissions trading scheme pursuant to the Climate Change Response Act 2002.
- (b) The Customer shall reimburse Farmlands immediately upon receipt of an invoice from the Farmlands for any costs incurred by Farmlands (including legal costs) in enforcing Farmlands' rights and powers under this Agreement against the Customer, including in taking possession of the Equipment and any Product, and remedying any failure by the Customer to comply with its obligations under this Agreement. Farmlands may at its discretion remedy any failure by the Customer to comply with any of its obligations set out in this Agreement or otherwise, but is not obliged to do so. Farmlands may at its discretion charge interest at the rate of 24% per annum on a daily basis on all such amounts.

### 6. Delivery Dockets

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- 6.1 **Issue Delivery docket:** Farmlands will issue a delivery docket to the Customer recording the quantity, Product type and Premises of Product Delivered at each Delivery made by Farmlands under this Agreement. Farmlands' determination of the quantity of Product delivered to the Customer shall be conclusive. Farmlands will ensure that all delivery dockets are complete and accurate.

### 7. Storage

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- 7.1 **Storage of Product:** The Customer shall properly receive, store and care for the Products delivered to the Customer in accordance with any applicable Laws, this Agreement, Farmlands' standards for storage and use of the Products as notified to the Customer from time to time, and in accordance with Farmlands' reasonable directions.
- 7.2 **Labels and warnings:** The Customer shall at all times during the Term comply with all Laws relating to the placement and display of labels and warning signs relating to the Products and the Equipment at all Premises.

### 8. Customer Tanks

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#### 8.1 Customer Tank:

- (a) The Customer is responsible for ensuring, at its own cost, that each Customer Tank is, at all times during the Term, fit for purpose, has (or the Customer has) all necessary licenses, permits, certificates and consents required by applicable Law for the receipt, storage and discharge of Product in accordance with this Agreement, and is maintained in good working condition and in accordance with applicable Law and best industry practice. The Customer will, on request, provide Farmlands with copies of all licenses, permits, certificates and consents required by this clause. Farmlands may suspend the Delivery of Product to the Customer where the Customer fails to meet its obligations under this clause, until such time as the Customer again meets its obligations under this clause to the satisfaction of Farmlands.

- (b) The Customer will ensure that the Customer Tanks have sufficient capacity to hold safely any Products ordered and delivered.

## 9. Damage/spillage

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- 9.1 **Notification:** Each Party will notify the other in writing promptly upon becoming aware of any damage to or requirement for maintenance or servicing of any Tank(s).
- 9.2 **Farmlands obligations:** Farmlands will at all times during Delivery ensure that no Product shall be spilled, discharged or allowed to escape on to any part of the Premises. Should any such spillage, discharge or escape occur during Delivery, Farmlands shall notify the Customer immediately and comply with the provisions of all applicable Laws or legal requirements and with the reasonable directions and instructions of the Customer.
- 9.3 **Customer obligations:** The Customer shall at all times after Delivery use best endeavours to prevent any leak or spill of Product, and shall notify Farmlands immediately of any actual or imminent leak or spill and comply with the provisions of all applicable Laws and with the reasonable directions and instructions of Farmlands with regards to remedying any such leak or spill and preventing further occurrences.
- 9.4 **Farmlands indemnity:** Subject to clause 6 of Schedule 1, Farmlands shall be liable for and indemnifies the Customer, its employees, officers, agents and subcontractors (each an "Indemnified Person" for clause 9.4 of Schedule 2) from and against any loss, cost, liability, claim or expense (including legal costs on a solicitor-client basis) suffered or incurred by an Indemnified Person in connection with:
  - (a) any property damage caused by any act or omission of Farmlands (or its employees, agents or contractors);
  - (b) any spillage, discharge or escape of Product caused by any act or omission of Farmlands (or its employees, agents or contractors) or from the Equipment where caused by any act or omission of Farmlands (or its employees, agents or contractors); or
  - (c) any Contamination occurring after the Commencement Date at, under, originating from or relating to the Equipment (or the land on which any item of Equipment is located, or was located prior to removal), where caused by any act or omission of Farmlands (or its employees, agents or contractors),

except to the extent caused by any breach of this Agreement by, or any negligent act or omission of, any Indemnified Person. Subject to clause 6 of Schedule 1, Farmlands shall be responsible for cleaning up and otherwise remedying the effects of any such event, and for preventing further occurrences.

- 9.5 **Customer indemnity:** The Customer shall be liable for and indemnifies Farmlands, its employees, officers, agents and subcontractors (each an "Indemnified Person" for clause 9.5 of Schedule 2) from and against, any loss, cost, liability, claim or expense (including legal costs on a solicitor-client basis) suffered or incurred by an Indemnified Person in connection with:
  - (a) any property damage caused by any act or omission of the Customer (or its employees, agents or contractors);
  - (b) any spillage, discharge or escape of Product caused by any act or omission of the Customer (or its employees, agents or contractors) or from any Tank(s) where caused by any act or omission of the Customer (or its employees, agents or contractors);
  - (c) any Contamination occurring after the Commencement Date at, under, originating from or relating to any Tank(s) (or the land on which any Tank is located, or was located prior to

removal), where caused by any act or omission of the Customer (or its employees, agents or contractors); or

- (d) any breach of this Agreement or any willful misconduct or negligence by the Customer (or its employees, agents or contractors),

except to the extent caused by any breach of this Agreement by, or any negligent act or omission of, any Indemnified Person. The Customer shall be responsible for cleaning up and otherwise remedying the effects of any such event, and for preventing further occurrences.

## 10. Liability

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- 10.1 **Limitation of liability for defective Product:** Without prejudice to clause 6.1 of Schedule 1 and to the fullest extent permitted by law, in case of Product quality being off specification at the time of Delivery, the Customer shall not be entitled to damages exceeding an amount equal to the aggregate Purchase Price of the defective Products concerned. To the fullest extent permitted by law, Farmlands shall have no further liability for any loss or damage suffered by the Customer or anyone else as a result of any Product being off specification, and without limitation, Farmlands shall have no liability in respect of defective Products where the defect has been caused by the Products having been subjected to misuse, neglect, contamination or damage, or otherwise modified, after the date of Delivery to the Customer.
- 10.2 **Limitation of liability for incorrect Product:** Subject to clause 6.1 of Schedule 1, if Farmlands Delivers incorrect Product into any Tank(s), Farmlands will be responsible for rectifying such incorrect Delivery by removing incorrect Product from affected Tank(s) and cleanup costs relating to the affected Tank(s), and will meet the reasonable demonstrable costs of repair of any damage to the engines of the Customer vehicles caused by incorrect Product being Delivered into any Tank(s), and/or at Farmlands' discretion incorrect Lubricant being supplied, to a maximum of the Repair Cost in aggregate per year. The Customer is responsible for obtaining adequate insurance to cover any required repair to damaged engines in excess of that amount. To the fullest extent permitted by law, Farmlands shall have no further liability for any loss or damage suffered by the Customer or anyone else as a result of incorrect delivery.

## 11. Customer Policies

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- 11.1 **Customer policies:** Farmlands shall, at all times when Delivering Products under this Agreement, comply with all the Customer's reasonable directions and instructions and all notifications, signage, branding or marking, documentation and other operational, security, health & safety or environmental processes, procedures, plans, policies and requirements set out in the Key Terms and/or attached to this Agreement (if any), and as amended and notified to Farmlands by the Customer from time to time, which relate to the Delivery or supply of Products (each of which will be deemed to be incorporated into this Agreement).

## Appendix A– Farmlands Card

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- 1. Issue of Customer Fuel Cards:** If agreed in writing between Farmlands and the Customer, Farmlands will issue Farmlands Cards to the persons, or to the Customer in respect of the vehicles, notified by the Customer from time to time (**Customer Fuel Cards**). A Customer Fuel Card entitles the person to whom that Customer Fuel Card is issued or who is otherwise authorised to use that Customer Fuel Card as payment for the range of goods or services agreed between the Customer and Farmlands at merchants in New Zealand who are authorised by Farmlands to honour the Customer Fuel Cards. The Customer shall pay any fees for the issue (and reissue) of the Customer Fuel Cards to Farmlands at the rates notified by Farmlands from time to time.
- 2. Restrictions:** Farmlands will procure that any transaction volume, dollar charge or product/service range restrictions required by the Customer in respect of the Customer Fuel Cards are promptly implemented, so long as such restrictions are allowed within the parameters of available restrictions as notified by Farmlands from time to time.
- 3. Cancellation:** The Customer may cancel a Customer Fuel Card by written notice to Farmlands and shall ensure that any such card is destroyed promptly. Farmlands will procure that such cancellation takes effect and the cancelled Customer Fuel Card is unable to conduct any transactions within two Working Days of receiving a cancellation notice from the Customer.
- 4. Terms and Conditions:** The Farmlands Card Standard Terms and Conditions (as published from time to time) will apply to all Customer Fuel Cards. In the event of any conflict or inconsistency between the Farmlands Card Standard Terms and Conditions and this Agreement, this Agreement will prevail to the extent of that conflict or inconsistency.
- 5. Alternative fuel cards:** Nothing in this Agreement prohibits or in any way restricts the Customer from using other fuel cards as an alternative to the Customer Fuel Cards issued under this Appendix A.

# Appendix B – Engine Fuel Specification Regulations 2011

## ENGINE FUEL SPECIFICATION REGULATIONS 2011 - Relevant Specifications as at the date of this Agreement

### Regulation 13 - Requirements relating to petrol sold by non-retail sale

Petrol must have properties in respect of vapour pressure, sulphur, lead, benzene, total aromatic compounds, other oxygenates, olefins, manganese, and phosphorus that conform to the limits specified in Schedule 1 when tested by the methods specified in that schedule.

#### Schedule 1

##### Requirements for petrol

Property	Limits	Test method
Research octane number (RON)	Regular grade fuel: 91.0 minimum	ASTM D2699
	Premium grade fuel: 95.0 minimum	ASTM D2699
Motor octane number (MON)	Regular grade fuel: 81.0 minimum	ASTM D2700
	Premium grade fuel: 85.0 minimum	ASTM D2700
Colour	Not to be mistaken for water	Visual
Percentage volume evaporated at 70°C (E70)	22 minimum <sup>1</sup>	ASTM D86
	48 maximum <sup>2</sup>	
Percentage volume evaporated at 100°C (E100)	45 minimum 70 maximum	ASTM D86
Percentage volume evaporated at 150°C (E150)	75 minimum	ASTM D86
End point (°C)	210 maximum	ASTM D86
Residue (% volume)	2 maximum	ASTM D86
Flexible volatility index <sup>3</sup> [VP (kPa) + (0.7 × E70)]	115.0 maximum	ASTM D86 and ASTM D5191
Vapour Pressure <sup>4</sup> (VP) (kPa)	Maxima: Auckland and Northland: 65 kPa summer; 80 kPa autumn and spring; 90 kPa winter; rest of North Island: 70 kPa summer; 80 kPa autumn and spring; 90 kPa winter; South Island: 75 kPa summer; 85 kPa autumn and spring; 95 kPa winter Minimum: 45 kPa all year	ASTM D5191



Property	Limits	Test method
Copper strip corrosion (3 hours at 50°C)	Class 1 maximum	ASTM D130
Sulphur (mg/kg)	50 maximum	IP 497 or ASTM D5453
Existent gum (solvent washed) (mg/100 ml)	5 maximum	ASTM D381
Oxidation stability induction period (minutes)	360 minimum	ASTM D525
Lead (mg/?)	5 maximum	IP 224
Benzene (% volume)	1 maximum	ASTM D5580
Total aromatic compounds (including benzene) (% volume)	42 maximum pool average and 45 maximum cap	ASTM D5580
Ethanol (% volume) <sup>5</sup>	10 maximum	ASTM D4815
Other oxygenates (% volume)	1 maximum	ASTM D4815
Olefins (% volume)	18 maximum	ASTM D1319
Manganese (mg/?)	2.0 maximum	ASTM D3831
Phosphorus (mg/?)	1.3 maximum	ASTM D3231

- 1 For regular and premium grade petrol in summer, a minimum E70 of 20% is permitted. Petrol that complies with the previous season's quality, and that is stored in a filling-station Tank(s) to which fewer than 3 deliveries of petrol have been made since 6 weeks before the beginning of the season, is regarded as complying with this specification for up to 6 weeks after the beginning of the season.
- 2 For regular and premium grade petrol blended with more than 1% and not more than 10% volume ethanol, the E70 maximum is increased by 1% per 1% volume ethanol in the blend.
- 3 For regular and premium grade petrol blended with more than 1% and not more than 10% volume ethanol, the flexible volatility index maximum allowed is: 115.0 summer; 120.0 autumn and spring; 130.0 winter. Petrol that complies with the previous season's quality, and that is stored in a filling-station Tank(s) to which fewer than 3 deliveries of petrol have been made since 6 weeks before the beginning of the season, is regarded as complying with this specification for up to 6 weeks after the beginning of the season.
- 4 For regular and premium grade petrol blended with more than 1% and not more than 10% volume ethanol, the maximum vapour pressure allowed is: Auckland and Northland: 72 kPa summer; 87 kPa autumn and spring; 97 kPa winter; rest of North Island: 77 kPa summer; 87 kPa autumn and spring; 97 kPa winter; South Island: 82 kPa summer; 92 kPa autumn and spring; 102 kPa winter. Petrol that complies with the previous season's quality, and that is stored in a filling-station Tank(s) to which fewer than 3 deliveries of petrol have been made since 6 weeks before the beginning of the season, is regarded as complying with this specification for up to 6 weeks after the beginning of the season.
- 5 Regulation 8(c) provides that ethanol must comply with Schedule 4: Requirements for denatured ethanol for blending.

## Regulation 15 - Requirements relating to diesel sold by non-retail sale

6. Diesel must have properties in respect of sulphur and polycyclic aromatic hydrocarbon compounds that conform to the limits specified in Schedule 2 when tested by the methods specified in that schedule.
7. However, any diesel that is a blend of diesel and kerosene that has been blended for the purpose of improving the fuel's performance in diesel engines in cold conditions may be supplied to an end user, and may have sulphur content that exceeds the 10 (mg/kg) limit specified in Schedule 2, provided that the following conditions are satisfied—
  - a. the sulphur content is no more than 500 (mg/kg) when tested by the methods specified in that schedule; and
  - b. the sulphur content of greater than 10 mg/kg is specifically provided for in the written supply agreement, or written contract in respect of the sale, between the supplier and the end user; and
  - c. the end user is specifically notified—
    - i. that the sulphur content of the diesel is higher than ordinarily required by these regulations; and
    - ii. of the potential vehicle and engine compatibility risks associated with using the diesel.

### Schedule 2 – Requirements for diesel

Property	Limits	Test method
Fatty acid methyl esters (% volume) <sup>6</sup>	5 maximum	EN 14078
Density at 15°C (kg/m <sup>3</sup> ) <sup>7</sup>	820 minimum 850 maximum	ASTM D1298 or ASTM D4052
Distillation—95% volume recovered at (°C) (T95)	360 maximum	ASTM D86
Cetane	51 minimum cetane index, or 51 minimum cetane number and 47 minimum cetane index <sup>8</sup>	Cetane number: ASTM D613 or ASTM D6890 Cetane index: ASTM D4737
Water content (mg/kg)	200 maximum	IP 438
Total contamination (mg/kg)	24 maximum	IP 440
Colour (ASTM colour)	3.0 maximum	ASTM D1500
Cloud point (°C) and cold filter plugging point (°C) <sup>9</sup>	Summer maxima: Auckland and Northland: +6 cloud point; rest of New Zealand: +4 cloud point. Winter maxima: +2 cloud point and –6 cold filter plugging point	Cloud point: ASTM D5773 Cold filter plugging point: IP 309
Sulphur <sup>10</sup> (mg/kg)	10 maximum	IP 497 or ASTM D5453
Polycyclic aromatic hydrocarbons (% mass)	11 maximum	IP 391
Filter blocking tendency	2.5 maximum; fuel must be of acceptable filterability so that it is fit for common purposes	IP 387 or ASTM D2068
Lubricity—HFRR wear scar diameter at 60°C (µm)	460 maximum	IP 450
Viscosity at 40°C mm <sup>2</sup> per second	2.0 minimum 4.5 maximum	ASTM D445
Oxidation stability (g/m <sup>3</sup> )	25 maximum	ASTM D2274
Carbon residue (on 10% distillation residue) (% mass)	0.2 maximum	ASTM D4530

Property	Limits	Test method
Copper strip corrosion (3 hours at 50°C)	Class 1 maximum	ASTM D130
Ash (% mass)	0.01 maximum	ASTM D482
Flash point (°C)	61 minimum	ASTM D93

- 6 Regulation 10 provides that the fatty acid methyl esters (biodiesel) must comply with Schedule 3: Requirements for biodiesel.
- 7 For diesel blended with more than 1% and not more than 5% volume biodiesel, the density maximum is 852 kg/m<sup>3</sup>.
- 8 The cetane index is not applicable for diesel blended with biodiesel.
- 9 These are maximum criteria; cold flow properties of a fuel must be fit for common purposes in the region and the season in which it is sold. Diesel that complies with the previous season's quality, and that is stored in a filling-station Tank(s) to which fewer than 3 deliveries of diesel have been made since 6 weeks before the beginning of the season, is regarded as complying with this specification for up to 6 weeks after the beginning of the season. Sales for marine use may be summer grade at any time of the year.
- 10 The limit for sulphur does not apply to sale for marine use. See also regulation 15(2).