

# TANK TESTING UK LIMITED

## Terms & Conditions – PS 04

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### TERMS & CONDITIONS

#### GENERAL

All dealings relating to the supply of services by Tank Testing UK Limited to the Customer shall be exclusively governed by these Terms and Conditions.

Tank Testing UK Limited reserves the right to make an immediate increase in any price quoted to the customer where such increase results from an increase in VCA Certificate costs or other costs outside Tank Testing UK Limited's control.

All scheduled bookings relating to the supply of inspection services by Tank Testing UK Limited to the Customer shall be exclusively governed by these Terms and Conditions, including where the work is undertaken in or other legal jurisdictions.

#### LEGAL JURISDICTION

The contract shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### INVOICING & PROPERTY RIGHTS

Tank Testing UK Limited shall raise an invoice for each inspection / test undertaken and on completion of the job shall send such invoice to the Customer. The Customer shall pay all such invoices in full within 30 days of the invoice date. Tank Testing UK Limited reserves the right to charge interest at 4% above the then current Lloyds TSB Bank plc base rate on any sum outstanding at such date throughout the period in which such sum remains unpaid.

All Certificates remain the property of Tank Testing UK Limited until the invoice is paid in full. We reserve the right to remove parts belonging to Tank Testing UK Limited if payment is not made.

#### GUARANTEES, WARRANTIES & LIABILITIES

Tank Testing UK Limited must be given first opportunity to rectify any disputed inspection result. No compensation or third-party payments will be made without being first authorised by Tank Testing UK Limited.

All Service Equipment parts will be fitted within the manufacturer guidelines and to Tank Testing UK Limited's Quality System regimes. All warranties and guarantees on these parts are supplied with manufacturer warranties. The Customer must ensure that they have read and fully comprehended the terms and conditions of the manufacturer warranties as they may vary from manufacturer to manufacturer. Terms and conditions are available from their brochures, websites or directly from the inspection body themselves.

Tank Testing UK Limited will not be held responsible for any damage, but will ensure, where possible, the avoidance of damage to the vehicle whilst under our charge. Our parking facilities are available by

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prior agreement and only for client use. Tank Testing UK Limited does not accept liability for the loss of or damage to any vehicles parked on its premises.

Under no circumstances whatsoever shall Tank Testing UK Limited be liable for any consequential, indirect or economic loss caused by or resulting from any inspection failure or any defective part fitted, or any other act or omission, failure or delay of or by Tank Testing UK Limited, in regard to any inspection or test undertaken by Tank Testing UK Limited for the Customer.

Tank Testing UK Limited shall not be liable to the Customer for any failure or delay to supply the required services, where such failure or delay results from shortage of personnel or other force majeure.

### **NDT INSPECTIONS**

Only Tank Testing UK Limited personnel (trained by Lavender Int.), or those persons directly contracted to Tank Testing UK Limited will carry out inspections for the Company.

Where specialist non-destructive testing is required, it will be sub-contract to an Approved contractor, who will be an Approved Supplier whose Quality Management System complies with the relevant requirements of BS EN ISO 17020:2012.

Tank Testing UK Ltd will be responsible for any sub-contract work.

The customer will be notified of the intention to use a sub-contractor prior the work being undertaken.

### **BOOKINGS**

All diary bookings for inspections at Pilning or Barnsley locations are to be considered as provisional until the Customer vehicle arrives at the designated site agreed upon by both parties. Bookings for mobile inspections at customer designated locations are considered firm bookings and the vehicle must be made available, failure to provide the vehicle at the agreed time and date may result in a charge equal to the abort inspection cost.

Should Tank Testing UK Limited, for reasons beyond its control, be required to make any amendments to the Customer's booking, the Company reserves the right to offer an alternative choice of date. Tank Testing UK Limited will not be liable for any loss or damage arising from such amendments.

Tank Testing UK Limited may cancel the booking if it is deemed that:

1. All required paperwork previously agreed upon by the Customer to be supplied to Tank Testing UK Limited is not presented in due time for the agreed service to be carried out.
2. The booking might, in the opinion of the Company, prejudice the reputation of Tank Testing UK Limited.
3. If the Customer is more than 30 days in arrears of previously agreed payments.

### **CERTIFICATION, REPORTS & CONFIDENTIALITY**

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A Certificate of Testing and its titled status issued by Tank Testing UK Limited via the VCA DGO database shall comply only to the applicable regulations and regimes for which the Inspection Body (Tank Testing UK Limited) has either been accredited to or appointed by, via the Competent Authority.

The Certificate will be considered by the Company to be invalid if it is deemed that:

- 1 The Certificate does not appear to bare the identification stamp of the Inspection Body.
- 2 The Certificate is altered or tampered with by any unauthorised individual in any way.
3. The vehicle identified on the certificate has been modified for purpose, sustained accident damage or used for any purpose not within the normal sphere of that vehicle's prescribed activity.

All reports, estimates and certification produced by Tank Testing UK Limited remain the property of the Company, until agreed payment has been received.

The electronic assembly of all reports, estimates & certificates shall be understood to be the intellectual property of Tank Testing UK Limited at all times.

Tank Testing UK Limited undertakes not to disclose any information in whole or part relating to the Customer's business activities and/ or their financial status to any third-party individuals.



Simon Mogridge  
(Managing Director)

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