

## TANKSAFE SOLUTIONS LTD - TERMS & CONDITIONS of TRADING

### GENERAL

All dealings relating to the supply of services by TankSafe Solutions Ltd to the Customer will be governed by these Terms and Conditions.

TankSafe Solutions Ltd reserves the right to make an immediate increase in any price quoted to the customer where such increase results from an increase in material costs or other costs outside TankSafe Solutions Ltd control. In addition, TankSafe Solutions Ltd may vary any quoted labour costs at any time provided it has given the Customer no less than 28 days' notice of such variation.

### INVOICING & PROPERTY RIGHTS

TankSafe Solutions Ltd shall raise an invoice for each job 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.

Component parts replaced and fitted to the customer's tank remain the property of TankSafe Solutions Ltd until the invoice is paid in full. We reserve the right to remove parts belonging to TankSafe Solutions Ltd if payment is not made.

### GUARANTEES, WARRANTIES & LIABILITIES

Only employees of TankSafe Solutions Ltd will carry out work to the customer's tank.

TankSafe Solutions Ltd must be given first opportunity to rectify any warranty claim.

Our parking facilities are available by prior agreement and only for client use. TankSafe Solutions Ltd does not accept liability for the loss of or damage to any vehicles parked on its premises. TankSafe Solutions Ltd 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 materials or other force majeure.

### CUSTOMER ORDERS

Should TankSafe Solutions Ltd 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. TankSafe Solutions Ltd will not be liable for any loss or damage arising from such amendments.

TankSafe Solutions Ltd may cancel the booking if it is deemed that:

1. Required paperwork previously agreed upon by the Customer to be supplied to TankSafe Solutions Ltd is not presented in due time for the agreed service to be carried out.
2. If the Customer is more than 30 days in arrears of previously agreed payments.

### REPAIRS & ESTIMATES

Estimates are based on the Company's current labour rates and component costs. Estimates are issued either verbally, or in writing if requested by the customer and are valid for a period of 30 days.

TankSafe Solutions Ltd will issue an invoice detailing parts required to complete the service and full description of the work to be undertaken, inasmuch as it is possible to do so. The total amount payable will include V.A.T at the current rate.

### REPORTS & CONFIDENTIALITIES

All reports & estimates produced by TankSafe Solutions Ltd remain the property of the company until agreed payment has been received.

TankSafe Solutions as an accredited and appointed inspection body must comply with the requirements of the relevant confidentiality clauses in standard ISO EN 17020 Sections: 4.2.1, 4.2.2, 4.2.3.

**4.2.1** The inspection body shall be responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of inspection activities. The inspection body shall inform the client, in advance, of the information it intends to place in the public domain. Except for information that the client makes publicly available, or when agreed between the inspection body and the client (e.g., for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

NOTE Legally enforceable commitments can be, for example, contractual agreements.

**4.2.2** When the inspection body is required by law or authorized by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

**4.2.3** Information about the client obtained from sources other than the client (e.g., complainant, regulators) shall be treated as confidential.

***Legal Disputes.***

Any dispute which may require a legal resolution.

Will be pursued under the legal code and jurisdiction of the location at which the dispute originated.