

The Customer's attention is in particular drawn to the provisions of condition 11.4 and 11.5.

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

2. Application of Terms

2.1 Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document (if any) shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 Any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company purports to deliver.

2.6 A quotation by the Company does not constitute an offer and any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer or, if earlier, the Company delivers the Goods to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn or revised it.

2.7 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate and shall provide accurate written details about the type and grade of products the Customer intends to store in any tank ordered.

3. Description

3.1 The quantity and description of the Goods shall be as set out in the Company's acknowledgement of order, or, in the absence of such acknowledgement of order, as agreed in writing between the Company and the Customer.

3.2 All catalogues, samples, drawings, descriptive material, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. Cancellation

4.1 The Customer can only cancel an order (or part of an order) which has already been accepted in accordance with condition 2.5 above, if it has obtained the Company's prior agreement in writing. The Company is not bound to agree to any such cancellation and may complete such order even if the Customer purports to cancel it, in which case the price for the Goods will be due and payable in accordance with these Conditions. The Company will not agree to the cancellation of any Contract for Goods which are made to the Customer's own specification.

4.2 If the Company agrees that the Customer may cancel an order, the Company may charge the Customer a restocking fee of such amount as is notified to the Customer at the time of cancellation.

5. Delivery

5.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place Ex Works at the Company's place of business in normal business hours and the Customer shall be responsible for collecting the Goods from the Company's place of business.

5.2 Subject to condition 5.3, the Customer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

5.3 If, by virtue of condition 5.1 above, the Company agrees to deliver the Goods to the Customer's place of business or to such other agreed delivery location, the Customer shall take delivery of the Goods as soon as the Goods have arrived at the Customer's place of business or such other agreed location.

5.4 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.5 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss [all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss], costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 60 days.

5.6 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

(a) if the risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Company may store the Goods until delivery, whereupon the Company shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.7 If for any reason the Customer delivers to the Company a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

5.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

5.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5.10 The quantity of any commitment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.11 The Customer must count the Goods on receipt and check for damage on receipt and notify any shortages or damage on the delivery note or collection note at the time of delivery. The Company shall not be liable for any non-delivery of the Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received.

5.12 Any liability of the Company for non-delivery of the Goods, shortages or damaged Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5.13 The Customer must comply with the following:

(a) any shortages, discrepancies or damage which would have been obvious on delivery must be notified on the delivery note or collection note, and confirmed in writing to the Company within 72 hours;

(b) any defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 14 days) must be notified to the Company in writing within 14 days of the date of delivery or collection of the Goods;

(c) any defect or other failure of the Goods to conform with the Contract which would not be apparent within 14 days of the date of delivery or collection must be notified to the Company within 7 days of the day the Customer discovers, or ought to have discovered, the defect.

5.14 If the Customer fails to comply with condition 5.13 above the Customer shall be deemed to have accepted the Goods as being in accordance with the Contract and shall not be entitled to reject the Goods, the Company shall have no liability for any such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

5.15 If the Company or its carrier is transporting the Goods the Company will deliver them to the Delivery Address. The Customer will ensure that adequate means of access are available and will provide all necessary facilities at the Delivery Address for unloading the Goods and will indemnify the Company from and against the indemnified Matters under or in respect of access and unloading operations.

5.16 In the event of adverse weather conditions, site restriction or access or hold up by the Customer/end user whereby off loading facilities arranged cannot be carried out, the Company will not be liable for such charges or re-charges which will be the responsibility of the Customer/end user.

6. Metal Tanks

6.1 Unless We agree otherwise with You in writing, We will apply a primer coat to metal tanks followed by a primer top coat should the tank be wet sprayed. If a tank is powder coated a zinc rich primer is applied following by a cosmetic top coat. We will not apply any further coats of paint to such goods, it is your responsibility to apply further coats of paint to protect the tank using a paint of a suitable specification considering the location of the goods and adverse reaction of incompatible paint. Should a specific specification of paint be required by you the customer it is solely your responsibility to select the correct paint specification for its intended use, failure of the goods due to incorrect specification of paint in this regard will void any warranty set out by us the manufacturer. Upon delivery of the goods it is expected that you the customer inspect the tank for slight areas of oxidation on the tank, this can be expected after the tank has been coated and delivered, touch up paint is included with every system for you to cover over these areas when the tank is in its final location, regular inspection and treatment of tank oxidation is required by you the customer so to prolong tank life. A Tanks paint finish is warranted for 12 months, we do not accept any responsibility for damage caused to Goods as a result of Your failure to comply with this condition.

7. Risk Title

7.1 The Goods are at the risk of the Customer from the time of delivery or deemed delivery.

7.2 Full legal, beneficial and equitable title to and property in the Goods will not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) The Contract; and

(b) all other sums which are or become due to the Company from the Customer on any account or under any Contract.

7.3 Until full legal, beneficial and equitable title to and property in the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee and deliver the same to the Company on demand;

(b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf (without any cost to the Company) for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

7.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and

(b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

7.5 The Customer's right to possession of the Goods shall terminate immediately if:

(a) any sum due to the Company from the Customer under any account or Contract is not paid when due;

(b) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager appointed or acting in relation to the Company or its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(c) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(d) the Customer encumbers or in any way charges any of the Goods.

7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.7 The Customer grants the Company, its agents and employees an irrevocable licence during reasonable hours without prior notice to enter any premises (with or without vehicles) where the Goods are or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to repossess and recover them.

7.8 Where the Company is unable to determine whether any Goods are Goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all Goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

7.9 On termination of the Contract, however caused, the Company's (but not the Customer's) rights contained in this condition 0 shall remain in effect.

7.10 The Company's rights and remedies set out in this condition 0 are in addition to and shall not in any way prejudice, limit or restrict any of the Company's other rights and remedies under the Contract or in law or equity.

8. Price

8.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery less any discount allowed by the Company to the Customer subject to condition 8.3.

8.2 Unless otherwise agreed in writing the price for the Goods will be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, of which amounts the Customer shall pay in addition when it is due to pay for the Goods.

8.3 The Company reserves the right in its absolute discretion to alter withdraw or vary discounts at any time.

9. Payment

9.1 The Company may require the Customer to pay a deposit in advance. For a first order pro-forma will be required. For subsequent orders credit facilities may be afforded subject to an application by the Customer to open a credit account and satisfactory trade/bank references being supplied to support the level of credit requested. Settlement of invoices is 30 days following date of invoice unless otherwise agreed in writing but could be less if the credit limit would be exceeded by the placing of additional orders. Customers details may be verified by a credit reference agency prior to the opening of a credit account. The Company reserves the right to withdraw credit facilities at any time.

9.2 Subject to condition 9.1 and 9.4, payment of the price for the Goods is due in pounds sterling. Time for payment shall be of the essence.

9.3 No payment shall be deemed to have been received until the Company has received cleared funds.

9.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

9.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

9.6 If the Customer fails to pay the Company any sum due pursuant to the Contract on the due date for payment, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England accruing on a daily basis until payment is made, whether before or after any judgment.

9.7 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

9.8 The Company reserves the right to charge administration costs in the event that an instrument of payment is not met by the clearing bank.

10. Quality of Goods

10.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company but does not give any warranty or guarantee as to the quality, fitness for purpose or otherwise, of the manufacturer's goods.

10.2 Subject to condition 10.1, upon delivery or invoice Tax point date, whichever is earliest, the Company warrants the following:

Product	Warranty period if not registered	Warranty period if registered
Single skin heating oil tanks	1 year	2 years
Above ground water tanks	2 years	10 years
Bunded tanks	5 years	10 years
Chemical bunded tanks	5 years	10 years
Effluent tanks	1 year	1 year
Accessories	Warranty Period	
Fuel station suction/delivery hoses	3 months	
All other ancillary equipment	1 year	

10.3 All goods manufactured by the Company shall be:

(a) of satisfactory quality within the meaning of the Consumer Rights Act 2015; and

(b) reasonably fit for purpose. Storage tanks will be reasonably fit for the normal purposes of storage tanks intended to store products of the type notified to the Company in accordance with condition 2.7.

10.4 The Company shall not be liable for a breach of the warranty set out in condition 10.2 unless:

(a) the Customer gives written notice of the defect to the Company in accordance with the time periods set out in condition 5.13; and

(b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods at the location at which they are situated; and

(c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost for examination.

10.5 The Customer shall not be liable for a breach of the warranty in condition 10.2 if:

(a) the Customer makes any further use of the Goods after giving such notice or attempts to remedy any defect; or

(b) the defect arises because the Goods were not installed and maintained in accordance with all statutory requirements and regulations in force from time to time including building regulations, fire protection and environmental legislation, current industry standards and any applicable boiler manufacturer's requirements; or

(c) the defect arises because the Customer failed to follow the Company's oral or written instructions or good trade practice as to the handling, storage, installation, commissioning, use or maintenance of the Goods; or

(d) the Goods were not installed by a suitably competent person registered in a recognised industry competent person's scheme; or

(e) the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration or repair of the Goods without the Company's approval; or

(f) the Goods in question shall not have been serviced and maintained properly or in accordance with the Company's recommendations or have been fitted with any parts, components and/or accessories other than those manufactured or recommended by the Company; or

(g) the total price for the Goods has not been paid by the due date for payment; or

(h) inappropriate products or products of a different type to those notified to the Company in accordance with condition 2.7 have been stored within any storage tank and the defect relates to the storage tank itself or any associated equipment or fittings; or

(i) the defect results from overfill; or

(j) the defect relates to a metal tank and is caused by rusting.

10.6 Subject to condition 10.4 and 10.5, if the Customer establishes to the Company's reasonable satisfaction that any of the Goods do not conform with the warranty in condition 10.2 the Company shall, at its option, at the sole discretion of the Company, either repair or replace the defective Goods or refund to the Customer the price of such Goods at the pro rata Contract rate and, if the Customer has incurred any costs returning the defective Goods to the Company in accordance with condition 10.4(c) refund the price of any such delivery costs provided they are reasonable and were reasonably incurred.

10.7 If the Company complies with condition 10.6 it shall have no further liability for a breach of the warranty in condition 10.2 in respect of such Goods.

10.8 If the results of any examination of the Goods carried out in accordance with condition 10.4(b) show, in the Company's sole opinion and absolute discretion, that the Goods are not faulty or defective within the terms of the warranty set out in this condition, the Company will be entitled to make a reasonable charge to the Customer to cover any costs incurred as a result of such examination including travel and labour costs.

11. Limitation of Liability

11.1 Subject to condition 5 and condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of these Conditions or the Contract; and

(b) any use made or resale by the Customer of any of the Goods; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Consumer Rights Act 2015) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these Conditions excludes or limits the liability of the Company:

(a) for death or personal injury caused by the Company's negligence; or

(b) under section 2(3), Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.2 and condition 11.3 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, negligence or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 300% of the Contract price.

11.5 Subject to condition 11.2 and 11.3, the Company shall not be liable to the Customer whether in contract, tort or otherwise for:

(a) any loss of profit, loss of business, depletion of goodwill or otherwise;

(b) any pollution or contamination of land or waters or the cost of assessing, preventing, minimising, mitigating or rectifying any damage caused by pollution or contamination; or

(c) any consequential loss or damage.

11.6 The price of the Goods has been calculated on the basis that the Company will exclude or limit its liability as set out in the Contract and the Customer by placing an order agrees and warrants that the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability in the Contract and the Company shall have no further liability to the Customer.

11.7 The Customer will indemnify the Company in full and on demand against all costs, losses damages and expenses including loss of profit and loss of anticipated savings which are made or brought against or suffered by the Company as a direct or indirect result of the Contractor or the Goods supplied under the Contract in respect of loss, remediation or other liability or claims made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(e) the Customer ceases or threatens to cease to carry on its business; or

(f) the financial position of the Customer deteriorates to such an extent that in the opinion of the Company the capability of the Customer to adequately fulfil its obligations under the Contract is placed in jeopardy;

(g) the Customer fails to pay the Company any other sum owed to the Company on the due date for payment or exceeds any agreed credit limit with the Company.

15.2 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

16. General

16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.3 Force or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

16.4 A waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.6 The Company reserves the right to sub-contract the fulfilment of the order or any part thereof.

16.7 The Company, its agents and employees, in its operation, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17. Communications

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or electronic mail:

(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company or in the case of electronic mail to the electronic mail address notified to the Customer by the Company from time to time; or

(b) (in the case of the communications to the Customer) to the registered office of the Customer (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer or in the case of electronic mail to the electronic mail address notified to the Company by the Customer from time to time.

17.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

17.3 Communications addressed to the Company shall be marked for the attention of a director or other duly authorised representative of the Company.