

NRTCA Terms & Conditions

Terms and Conditions on which all tank, container, vessel, vehicle and equipment or machinery cleaning work is undertaken by NRTCA member..... (The Company)

These terms and conditions apply to all work carried out by The Company in the cleaning of tankers, containers, vessels, vehicles and equipment or machinery or any other item unless otherwise agreed in writing.

1. Price

All quotations given are based on the current cost of labour, material and other overheads and on the assumption that all work is to be carried out during normal working hours and will be confined strictly to the work and materials described in the quotation.

Accordingly notwithstanding any prior inspection of or report on the vehicle or other item The Company may increase the quoted price to take account of increases in any of the above mentioned costs arising after the quotation date or any additional work (including that done outside normal working hours) not included in the quotation. VAT, where applicable will be added to all charges.

2. Payment

Payment is due from the date of delivery of The Company's invoice and The Company shall have a lien upon and be entitled to retain a Customer's vehicle until all invoices issued to the Customer and being due for payment have been settled in full. Interest at 2½ % per month will be charged on overdue accounts.

3. Delay

The Company will use all reasonable endeavors to carry out work promptly and to meet any date or time requested by the Customer but any such date or time shall be treated as an estimate only and The Company shall not be liable for loss or damage occurring through any failure or inability to meet such date.

4. Risk

All vehicles including equipment and other property therein or thereon and other equipment are accepted held moved driven and otherwise dealt with on The Company's premises at the Customer's entire risk and responsibility.

5. Customers Warranties

The Customer warrants to The Company that:

(a) Its tanker or other vehicle or equipment is fit for the purpose of carrying the product or products carried in it and that there are no defects in the vessel including hoses connecting materials and ancillary equipment.

(b) It will declare in writing to The Company before cleaning of any tanker or vessel commences the exact nature of its last load and will indemnify The Company from all liability loss and damage whatsoever arising directly or indirectly out of any failure so to do.

(c) It is responsible for and will check that its vehicles have been properly cleaned and will inspect the vehicles following cleaning by The Company and prior to reloading thereof.

(d) It will be responsible for obtaining the Loading Point's written acceptance that the tank has been cleaned to a standard which is acceptable for loading the designated product.

6. Loss or Damage to Vehicles or other equipment

The Company will take all reasonable care in the security of vehicles on its premises but shall not be under any responsibility for loss of or damage to such vehicles or other equipment due to reasons beyond The Company's control including theft and malicious damage.

7. Failure to Collect Vehicles or Other Equipment

If any Customer shall fail to collect its vehicle or other equipment within seven days of cleaning work being completed The Company reserves the right to charge for storage and shall be entitled to sell any vehicle which remains uncollected following the

expiration of twenty one days after written notice to the Customer and to retain out of the proceeds of such sale the expenses attendant thereon and the cost of cleaning.

8. Definition of “Clean”

The Company uses the definition of clean as set out by European Federation of Tanker Cleaning Organisations (EFTCO) and agreed with the National Road Tanker Cleaners Association (NRTCA). This definition states that: “A tank shall be described as clean when there are no visible traces or odour of the last product or cleaning agent following an inspection from the man-lids”.

Where a higher standard of clean is required by the Customer (e.g. unseen pipework, inaccessible areas of the tank, hoses, fittings, and pumping equipment etc) a process, price and delivery method must be agreed between the Cleaning Station and the Customer to achieve this.

9. Liability for Defects

(a) If The Company shall fail to clean the declared product from any vehicle or other equipment to the reasonable satisfaction of the Customer it will clean that vehicle or equipment again at no further cost to the Customer but shall be under no further liability.

(b) The Customer agrees to save harmless and keep indemnified The Company from and against all claims and demands by whosoever made or preferred for which The Company would not have been liable or responsible had it not undertaken work upon the Customer’s vehicles except to the extent that death or personal injury has been caused by The Company’s negligence.

10. Waiver

Any indulgence granted by The Company to a Customer or any waiver of its rights hereunder shall not be deemed a waiver of The Company’s rights in respect of any other transaction nor to be in agreement to confer the same indulgence or waiver in respect of any other transaction.

Definitions

The Company: The Provider of the cleaning service

The Customer: The Purchaser of the cleaning service

The Loading Point: The company at whose premises the tank or container will be loaded