



ROAD TANKER GROUP

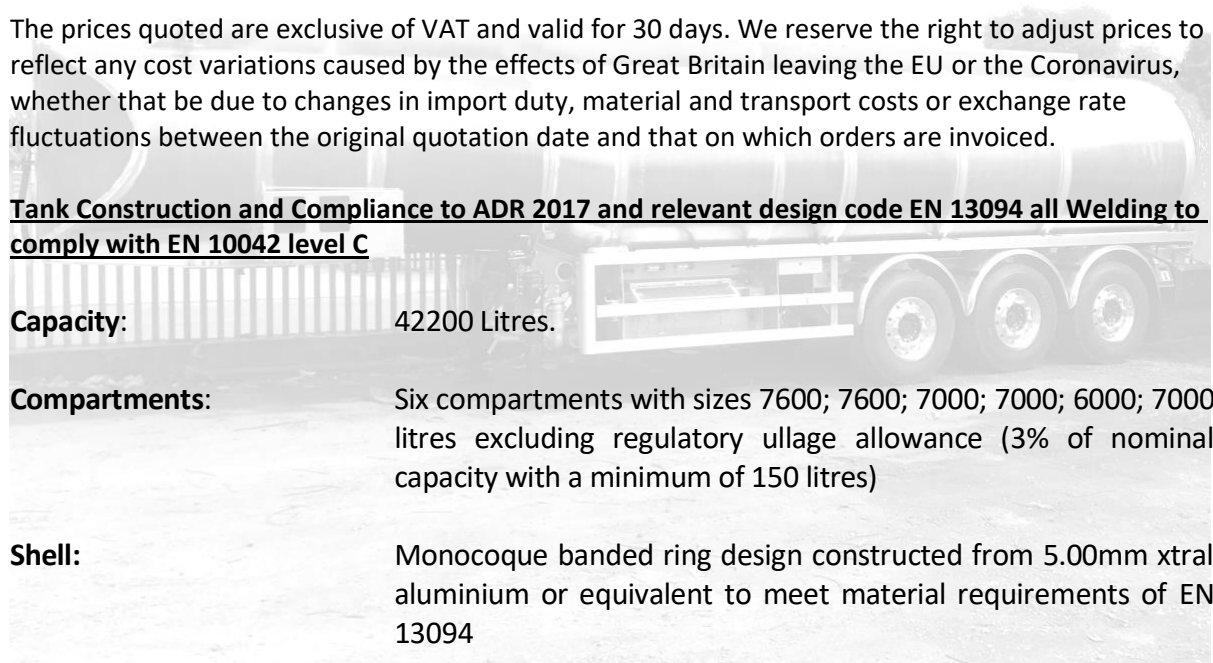
Date: 9th April 2024
Our Ref: RB
Contact: Richard Bulmer
Quotation No.: RB554

TRAILER QUOTATION FOR STANDARD MAXIVATOR

Road Tankers Northern have pleasure in submitting their proposal to supply ONE 42,200-litre capacity six compartment 44 tonne GVW, aluminium tri- axle semi-trailer which complies to ADR 2017 and the latest Energy Institute (E.I.) design code/SLP Scheme (Petroleum Road Tanker Design & Construction Guide) suitable for operation with 3 axle tractors at 44 tonne GTW (design approval to 46 tonne GTW), to the following specification and supported by a comprehensive after sales and warranty service.

The prices quoted are exclusive of VAT and valid for 30 days. We reserve the right to adjust prices to reflect any cost variations caused by the effects of Great Britain leaving the EU or the Coronavirus, whether that be due to changes in import duty, material and transport costs or exchange rate fluctuations between the original quotation date and that on which orders are invoiced.

Tank Construction and Compliance to ADR 2017 and relevant design code EN 13094 all Welding to comply with EN 10042 level C



Capacity:	42200 Litres.
Compartments:	Six compartments with sizes 7600; 7600; 7000; 7000; 6000; 7000 litres excluding regulatory ullage allowance (3% of nominal capacity with a minimum of 150 litres)
Shell:	Monocoque banded ring design constructed from 5.00mm xtral aluminium or equivalent to meet material requirements of EN 13094
Section:	Max section to provide optimal low C of G in compliance with ADR 9.7.5.1 - stability and ADR 9.7.5.2 – lateral stability
Ends &: Compartment	Swept front end, shaped to assist airflow and aid driver visibility. Rear end and divisions 5.25mm aluminium dished and welded directly to extruded stiffening rings...front and rear end design conforms to the new DFT/EU proposals regarding end joints in EN 13094 2017 7.4.2.2

Sumps: Compartments designed with full length sump for complete drainage.

TANK FITTINGS

Manlids: Six Emco Wheaton 500mm diameter pressed aluminium base bolt down type manhole cover with 250mm hinged, filling lids (lockable) with secondary catch with emergency venting (2 x manlid keys provided in toolbox)

Dip Mandrels: Dip mandrels for tank evacuation purposes, earthing continuity cable in each compartment providing a safe dissipation of electrical charge.

H.L.C.O: Emco Wheaton level cut off system with optic probes fitted to each compartment to E.I guidelines, bottom socket fitted at nearside and interlocked to vehicle braking system to prevent drive away with lines connected.

DISCHARGE EQUIPMENT

Bottom load/Vapour Recovery Equipment:



Emco Wheaton 6 compartment BLVR equipment (product grade indicator tumbler operated). Manual API outlet adaptors with multi position coupling rings – 3 x position operating handles (Fully closed – ½ open – fully open) outlets fitted at 300mm centres, pneumatically, non-pressure balanced foot valves. (Standard/intermediate/low profile fitted as required) Vapour recovery system manufactured to accept a minimum liquid flow rate of 2500 lpm per loading arm and to include sequentially operated vapour recovery/vapour transfer valves with flame arresters for Ethanol and group 11B gasses.

Pipework:

104mm aluminium gravity discharge pipework, with non-mitred joints independently supported and tested to 5 bar sloped to ensure retained product does not exceed 0.2 litres per 1000 litres on nominal capacity pipework / run off lines terminating at nearside via an aluminium outlet support Viton gasket used at pipe connections

Discharge pump

See options.

RUNNING GEAR

Axles & Suspension: Heavy duty 15mm BPW Drum Brake ECO PLUS 3 with welded saddles, 9 tonne axle loads, tri-axle with air suspension, aluminium air tanks. Suspension has an automatic raise and lower function to enable height adjustment during discharge.

Lifting Axles: See options.

Brake Type: 420mm x 180mm Drum brakes.

E.B.S: Knorr Bremse TEBS electronic brake system 4s/2m with integrated RSP (Roll Stability Program) and tyre pressure monitoring system.

Wheels & Tyres: Goodyear 385/65R 22.5 on polished Aluminium wheel rims. Fitment of wheel nut torque indicators.

TPMS: Knorr Bremse tyre pressure monitoring system.

Landing legs: Jost steel landing legs with rocking feet

Rubbing Plate: 12mm High strength steel fitted to a Jost 50mm king pin rated at 16 tonnes for 44 tonne operation, designed for ease of removal for inspection / routine maintenance. Plate to be greased with black lithium base grease.

ACCESSORIES

Ladder: The tank has been designed so as to allow ground operation of all tank equipment eliminating the need to access the top of the tank under normal day to day operations.

Walkway: Black anti-slip mats used on tank top to provide safe access on service and maintenance operations.

API Guard bar: Aluminium rail type fitted with two gas struts; pneumatic interlock fitted to trailer parking to prevent drive away when guard bar raised.

Sideguards: Aluminium side guards built to current side impact standards nearside and offside, chequer plate fitted to nearside rail.

Hose carriers: Aluminium trays wrap around style each side and rear suitable to accommodate 4" hoses fitted with oil and grease resistant straps for hose security, 3m tank protection to each side of tank.

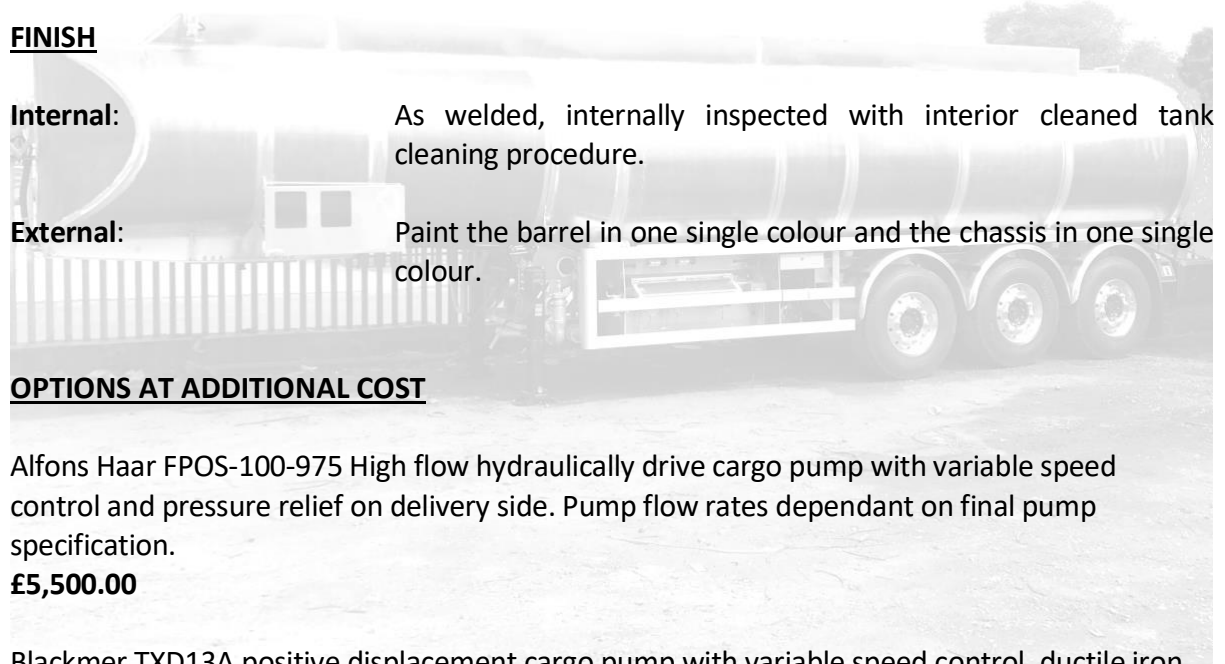
Mudwings:	Aluminium type 1.4mm thickness singles (finish - 5 bar chequer plate), in compliance with spray flap on rear axle. Fitted with tyre pressure plates indicating correct tyre pressures to 130PSI.
Fire Extinguisher:	(1) 9kg in boxes nearside rear.
Spill kit:	Mounted offside rear.
Cone Stowage:	Fitted at offside rear with 6 orange road cones.
Document holder:	Plastic document holder fitted to nearside landing leg.
Toolbox:	One medium Stainless-steel toolbox mounted nearside rear and one large stainless-steel toolbox fitted to the offside of the trailer.
Wheel Chocks:	(2) secured to trailer and suitable for weight and wheel diameter.
Grade Indicators:	Rotary type Emco Wheaton with built in visi wink and foot valve control button.
Hazchem:	(3) Hazchem boards mounted nearside, offside front and rear. Environmental boards fitted, to include sliding board holders on side panels (not rear).
Illumination:	Aspock LED lighting and marking incorporating – rear bumper, high level light clusters, side front and rear markers in accordance with current legislation. All side markers to work in correspondence with the indicators. 1 x ISO 15 pin socket, 1 x ISO 7638 socket for EBS.
Reverse lights:	See options.
Work Lamps:	Two additional work lamps on N/S to light up working area
Labels:	Compartment and capacity plates fitted at APi area.
Rear bumper / underrun:	Aluminium European Pommier bumper and underrun.
Reverse warning:	Audible type.
Beacon	See options.
Earth Pins:	Tank fitted with 2 brass earth pins.

CERTIFICATION AND APPROVALS

All certification to be provided in English, in hard copy and CD format to include:

Whole vehicle type approval certificate
Vapour tightness certificate
Manlid conformity certificate
Pressure vent valve certificate
Tank design and hydraulic approval certificates
Safe loading pass
Operating procedures and manuals
Full product approval list

FINISH



Internal: As welded, internally inspected with interior cleaned tank cleaning procedure.

External: Paint the barrel in one single colour and the chassis in one single colour.

OPTIONS AT ADDITIONAL COST

Alfons Haar FPOS-100-975 High flow hydraulically drive cargo pump with variable speed control and pressure relief on delivery side. Pump flow rates dependant on final pump specification.

£5,500.00

Blackmer TXD13A positive displacement cargo pump with variable speed control, ductile iron construction, 180 degree in-line ports, mechanical seals with FKM elastomers, external bearings and adjustable relief valve, high performance with low speed. 1000 RPM @ 640 RPM. Low noise.

£4,500.00

Emco Wheaton smart PGI six compartment bottom loading kit in lieu of OWP/CIVICON standard six compartment bottom loading kit (5 Years parts warranty with 1 year's labour warranty)

£890.00

BPW passive rear steer axle

£2,500.00

BPW single lift axle kit.

£800.00

Michelin 385/65R 22.5 tyres in lieu of Goodyear 385/65R 22.5 tyres.

£ 120.00 (each)

ALCOA brushed wheels in lieu of TIA Polished wheels.
£0.00 (each)

ALCOA Durabrite wheels in lieu of TIA Polished wheels.
£60.00 (each)

Aspock/Knorr Brense reverse system
£990.00

(2) Additional reverse lamps
£200.00

LED work light.
£100.00

Rear tank top beacon
£250.00

Six lashing rings
£290.00

Fit Pommier European rear bumper and underrun.
£450.00

WARRANTY

Tank shell, sub frame structures and fabricated parts warranted by RTN Group for 5 years

All other equipment to be warranted for one year and thereafter for any remaining period under the original equipment supplier's warranty

ALL WARRANTY WORK IS ON THE UNDERSTANDING THAT THE TANK TRAILER IS RETURNED WASHED OUT AND GAS FREE TO ONE OF OUR SERVICE CENTRES. PLEASE SEE OUR WARRANTY PROCEDURE DOCUMENT FOR DETAILS

If you have any queries or questions with the above, please don't hesitate to contact myself.

Yours faithfully,

Richard Bulmer
Trailer Sales Manager

No contract for the sale of the goods specified above will come into existence until we receive a signed Acknowledgement of Order from you or in the event of an official purchase order that we acknowledge agreed terms and conditions.

Terms & Conditions of Sale

DEFINITIONS

In these conditions of sale ("Conditions") the following words shall have unless the context requires otherwise the meanings set out opposite them.

- 1.1 "Bamsley Factory" shall mean Barrowfield Road, Platts Common Industrial Estate, Hoyland, Bamsley, S74 9TH;
- 1.2 "Birmingham Factory" shall mean Unit 1, The Hayes Trading Estate, Folkes Road, Stourbridge DY9 8RG;
- 1.3 "the Company" shall mean either Newell and Wright Holdings Ltd (registered number 3226963) whose registered office is at Templeborough Depot, Sheffield Road, Sheffield, South Yorkshire S9 1RT or its subsidiaries including: Lakeland Tankers Limited (registered number 02971298) whose registered office is at Templeborough Depot, Sheffield Road, Sheffield, South Yorkshire S9 1RT, Valley Tanker Engineering Limited (registered number 06222217) whose registered office is at Templeborough Depot, Sheffield Road, Sheffield, South Yorkshire S9 1RT; and RTN (Road Tankers Northern) Limited (registered number 02589669) whose registered office is at Templeborough Depot, Sheffield Road, Sheffield, South Yorkshire S9 1RT as confirmed for each Contract in the acceptance of the Order;
- 1.4 "Company Premises" means the registered office of the Company, the Bamsley Factory or the Birmingham Factory;
- 1.5 "Contract" means the contract for the purchase and sale of the Goods or Works following acceptance by the Company of the Order in accordance with Condition 2.4;
- 1.6 "the Customer" shall mean any person the firm company or organisation to whom the Company agrees to sell "the Goods" and/or for whom the Company agrees to perform "the Works";
- 1.7 "the Goods" shall mean the goods (and any parts thereof) including vehicles tanks and trailers, the subject matter of the Contract as described in these Conditions and (if appropriate) on the face of the Company's acknowledgement of order form;
- 1.8 "Managing Director" means the managing director of the Company;
- 1.9 "Order" means the Customer's order for the Goods;
- 1.10 "Specification" means any specification for the Goods, including any related plans and drawings, that is agreed (in writing) by the Customer and the Company;
- 1.11 "VAT" shall mean value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax;
- 1.12 "Working Day" means a day other than a Saturday, Sunday or public holiday when banks in London are open for business; and
- 1.13 "the Works" shall mean all works of design, manufacture, installation, repair, refurbishment, maintenance and servicing of the Goods (and any part thereof) the subject matter of the Contract as described in these Conditions and (if appropriate) on the face of the Company's acknowledgement of order form.

2 GENERAL

- 2.1 All contracts for the sale of Goods or performance of the Works (or partly for the sale of the Goods and partly for the performance of the Works) by the Company are made subject to these Conditions of sale which supersede any earlier sets of conditions issued by the Company. Any stipulations or conditions in the Customer's order form or other document delivered by the Customer which would if applicable conflict with these Conditions or in any way qualify or negate the same shall be deemed to be inapplicable to the Company unless the same shall have been expressly agreed to in writing in a document signed by a Managing Director. No other servant or agent of the Company has any authority to alter or qualify these Conditions in any way.
- 2.2 The Company reserves the right by notice in writing to the Customer signed by a Managing Director to add to amend or vary these Conditions at any time before acceptance of delivery of or payment for the Goods or commencement of or payment of the Works.
- 2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.4 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence, however acceptance of the delivery of the Goods or payment for the Goods by the Customer to the Company or allowing the Customer to commence the Works shall itself constitute an acceptance of these Conditions where acceptance has not previously been communicated to the Customer.
- 2.5 Quotations given by the Company shall not constitute an offer. A quotation shall only be available for a maximum period of 14 Working Days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.
- 2.6 An estimate is a considered approximation of the likely cost involved. All estimates are valid for 14 Working Days from the date thereof. If the Customer deposits goods belonging to it for the purpose of an estimate a storage charge will be made to the Customer from the fifteenth Working Day from the date of the estimate if it has not been accepted within 14 Working Days of the date of the estimate. Unless otherwise agreed in writing if the Works carried out under an estimate are to exceed by a significant amount the amount of the estimate the Company will not continue the Works without further express permission from the Customer which need not be in writing.
- 2.7 If any statement or representation has been made to the Customer by the Company its servants or agents upon which the Customer relies other than in the documents enclosed with the Company's quotation or acknowledgement of order then the Customer must set out that statement or representation in a document to be attached to and endorsed on the order and in any such case the Company may confirm reject or clarify the point and submit a new quotation or acknowledgement of order.
- 2.8 If subsequent to a Contract in which these Conditions are incorporated any further contract of sale is concluded with the Customer by letter or fax or email or orally or by a combination of these factors without express reference to these Conditions it shall be a term of such contract that these Conditions apply thereto.

3. DELIVERY

- 3.1 Time for delivery is given as accurately as possible but is not guaranteed, and time for delivery shall not be of the essence.
- 3.2 Unless otherwise agreed delivery will be made ex- works the Company's Premises and the price to be paid for the Goods is calculated on that basis. In the event that the Customer requests that the Goods are to be delivered elsewhere, the Company may charge the Customer for the cost of transportation of the Goods.
- 3.3 The Company will endeavour to deliver Goods in an agreed programme wherever possible. However, should the Company fail to meet the programme, no delay payments shall be applied unless expressly agreed by prior arrangement in writing, before commencement of the Contract.
- 3.4 Failure by the Customer to take delivery within ten Working Days of the Customer being notified that the Goods are ready for delivery or to make payment in respect of the Goods or any one or more instalments of the Goods shall entitle the Company to treat the whole of the Contract as repudiated by the Customer. The Company will be entitled to (without prejudice to any rights it may have to claim damages) the following:
 - 3.4.1 to retain any deposit paid by the Customer and to recover from the Customer with any resulting loss, expense or damage incurred by the Company in respect of the supply or non-supply of the Goods including the cost of labour, overheads and a percentage in respect of profit;
 - 3.4.2 to re-sell or otherwise dispose of part or all of the Goods without giving notice to the Customer of its intention to do so where the title has not passed to the Customer in accordance with Condition 4; and
 - 3.4.3 to exercise its rights in respect of the Exchange Vehicles as defined and set out in Condition 11.1.
- 3.5 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a force majeure event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.6 When the Customer is notified that the Goods are ready for delivery the Customer shall collect forthwith without delay. If the Goods are not collected or accepted by the Customer within three Working Days of being so notified by the Company the Company may despatch the Goods itself to the Customer's Premises at the Customer's expense or risk or store the Goods at the Customer's expense and risk.
- 3.7 Without prejudice to Conditions 3.4 and 3.6 the Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery of the Goods but shall be under no obligation to do so and where delivery is postponed by agreement otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage, insurance and transportation occasioned thereby and payment for the Goods shall be made on the date payment would have been due had delivery not been postponed. Subject to Condition 4.1.2 all goods are stored at the risk of the Customer.

4. PASSING OF PROPERTY AND RISK

- 4.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods: -
 - 4.1.1 if the Company delivers the Goods by its own transport or in accordance with a specific contractual obligation arranges transport for the Goods at the time when the Goods arrive at the place of delivery; or
 - 4.1.2 in all other circumstances at the time when the Goods leave the Company's Premises or, in the event that the Customer has failed to collect the Goods, after the expiration of 3 Working Days after the Customer has been notified that the Goods are available for collection.
- 4.2 Title to the Goods or any part thereof shall not pass to the Customer until: -
 - 4.2.1 the Customer has paid to the Company all sums due and payable by it to the Company under this Contract and all other prior contracts between the Company and the Customer; or
 - 4.2.2 the Company serves notice in writing on the Customer specifying that title in the Goods or any specified part thereof has passed to the Customer.
- 4.3 Until title to the Goods has passed to the Customer the Customer shall possess the Goods and any part thereof as a bailee of the Company and in particular shall:
 - 4.3.1 store the Goods and any part thereof separately from other goods so as the ensure that they are clearly identifiable as the property of the Company,
 - 4.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and;
 - 4.3.3 keep the Goods and any part thereof insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks and shall account to the Company for any monies relating to the Goods and any part thereof received under such policy of insurance forthwith upon receipt of the same and pending such account shall hold such monies on trust for the Company and pay them into a separate bank account designated as a trust account for the Company. Any account of monies by the Customer in accordance with the terms of this Condition received by the Company shall not discharge the Customer's liability to pay the price for the Goods plus any interest accrued in accordance with Condition 7.3 below but shall be set off against such liability.
- 4.4 The Company shall be entitled to recover and resell Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licences the Company its officers employees and agents to enter upon any premises of the Customer for the purpose either of satisfying itself that Condition 4.3.1 is being complied with by the Customer or recovering any Goods in respect of which title has not passed to the Customer.
- 4.5 The Customer shall only be at liberty to sell the Goods prior to the passing of title to the Customer on the understanding that that portion of the proceeds of sale of the Goods which represents the sums due to the Company belong to the Company and are held by the Customer on trust for the Company and are paid into a separate bank account designated as a trust account for the Company.

5. REPLACED PARTS

All parts replaced during any Works performed except those, which have to be returned to the manufacturer or supplier under warranty or service exchange agreement will be retained by the Company for the Customer until the Goods are collected. If the Customer does not specifically ask to take possession of such replaced parts upon collecting the Goods they will become the property of the Company to dispose of as it deems fit.

6. PRICE

- 6.1 The price for the Goods or Works shall be the price set out on the Order, or if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery
- 6.2 All prices are unless otherwise stated quoted exclusive of VAT or other tax or duty relating to the performance of the Works or the sale or delivery of the Goods chargeable to the Company, and where the Company has agreed to deliver the Goods the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods as necessary, which shall be invoiced to the Customer.
- 6.3 If after the date of the Company's quotation the cost to the Company of the materials used by the Company in the performance of the Works or the manufacture of the Goods increases then the Company may give notice of any such increase which the Company is proposing to pass on the Customer and such notice if given shall have the effect of increasing the Company's quoted price for the Goods. The Customer may by notice in writing to the Company within 7 Working Days of the notice of such increase cancel the order and in this event the Contract for the sale of the Goods or the performance of the Works shall be determined without any liability whatsoever being incurred by the Company or the Customer to the other. If the Customer shall not give written notice rejecting the increase within 7 Working Days then the increase shall be added to the quoted price and form part of the Contract between the Company and the Customer.

7. TERMS OF PAYMENT

- 7.1 Unless otherwise agreed by the Company in writing payment for the Goods and/or the Works shall be paid in full and received by the Company on or before delivery of the Goods or on or before completion of the Works. Any default by the Customer in making payment on the due date shall entitle the Company (without prejudice to its other rights) to suspend delivery of the Goods to and/or performance of the Works for the Customer.
- 7.2 Where the Goods and/or the Works are delivered and/or performed by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with the Conditions.
- 7.3 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy the Company has under these Conditions and without prior notice to suspend all further deliveries and/or the performance on any Contract or Contracts between the Company and the Customer and to charge interest on the amount outstanding at the rate of 4% above the Bank of England base lending rate accruing on a daily basis from the date of the invoice until payment. A cheque tendered by the Customer in payment shall not be treated as payment until the same has been cleared.
- 7.4 The Customer shall not be entitled to withhold payment of any amount payable under the Contract to the Company in relation to any disputed claim of the Customer in respect of faulty goods or any other alleged breach of the Contract, nor shall the Customer be entitled to set-off against any amount payable under the Contract to the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.

8. LIEN

In respect of all amounts outstanding and due to the Company and without prejudice to any other remedies the Company may have the Company shall have a general lien on all Goods and property of the Customer in the possession of the Company (whether worked on or not) and shall be entitled on the expiration of 14 Working Days' notice to the Customer of its intention to do so to dispose of or deal with such goods and property in such manner and at such price as the Company in its sole discretion thinks fit to apply any proceeds towards such outstanding amounts.

9. CANCELLATION

- 9.1 Cancellation of a Contract will only be agreed to by the Company on condition that any deposit paid under a Contract will be forfeited and all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company (without prejudice to any other rights the Company has to claim damages).
- 9.2 In the event of cancellation of a Contract any agreement by the Company to take a vehicle in part exchange shall also be cancelled unless the Exchange Vehicle as hereinafter defined has been sold by the Company when price obtained by such sale shall be paid to the Customer (less selling expenses).

10. SPECIFICATIONS

- 10.1 Where the Goods are supplied by the Company to the Customer in accordance with any specifications supplied by the Customer no terms and conditions are made or to be implied nor is any warranty given or to be implied as to the life or wear of the Goods supplied or that they be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Company (this being without prejudice to Condition 14).
- 10.2 The Customer warrants that the Goods manufactured to its specification do not infringe any patent, registered design or other like protection or the provision of any statute, statutory instrument or regulations for the time being in force and the Customer will indemnify the Company from and against all action claims costs and proceedings which arise due to the manufacture of the Goods to the drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of patent copyright, registered design, design copyright or other exclusive intellectual property right.
- 10.3 The Customer shall be solely responsible for ensuring that all drawings information advice and recommendation given to the Company either directly or indirectly by the Customer or by the Customer's agent servant's consultant or advisers are accurate correct and suitable. Examination or consideration by the Company of such drawings information advice or recommendations shall in no way limit the Customer's responsibility under a Contract unless the Company specifically agrees in writing to accept responsibility.
- 10.4 The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

11. PART EXCHANGE

- 11.1 Save as disclosed to the Company at the time hereof where the Customer offers a vehicle in part exchange ("the Exchange Vehicle") the Customer warrants, agrees and declares that:-
- 11.1.1 the particulars of the Exchange Vehicle provided to the Company by the Customer or as set out overleaf are correct;
- 11.1.2 the Exchange Vehicle has not been involved in any serious or major accident (or the fact of such accident have been made known to the Company);
- 11.1.3 the Exchange Vehicle is the absolute property of the Customer and free from any lien charge or other encumbrance;
- 11.1.4 if the Exchange Vehicle is the subject of a hire purchase or leasing agreement or other encumbrance capable of cash settlement by the Company (in which case the Customer shall give the Company full details of the hire purchase or leasing agreement or other encumbrance prior to completion of the Contract) and the allowance shall be reduced by the amount required to be paid by the Company in settlement thereof;
- 11.1.5 the mileage shown on the odometer is true and accurate;
- 11.1.6 the Exchange Vehicle was purchased new by the Customer; and
- 11.1.7 the Exchange Vehicle was purchased in the UK and was not used abroad, Republic of Ireland excepted.
- 11.2 It is agreed by the Customer that the value of any agreed part exchange is based on the Exchange Vehicle's condition at the date of acceptance of the Contract by the Company and, if it is not handed over to the Company in the same condition (fair wear and tear excepted) as at the date of acceptance, the Company shall make a reasonable deduction from the allowance to cover the cost of any repair which may be necessary.
- 11.3 The Exchange Vehicle shall remain at the Customer's risk until the Exchange Vehicle is delivered to the Company.
- 11.4 The Exchange Vehicle shall be delivered to the Company within 14 Working Days of notification to the Customer that the Goods to be supplied by the Company have been completed for delivery.
- 11.5 The Customer will hand to the Company the Vehicle Registration Document and keys, and the title in the Exchange Vehicle shall thereon pass to the Company.
- 11.6 In the event of the Exchange Vehicle being returned to the Customer for any reason, statutory or otherwise after the Company has carried out any work or improvement or repair thereto (which the Customer hereby gives the Company authority to commence) the Customer shall pay the Company the costs and expenses of such works.
- 11.7 In the event of non-fulfilment of any of the foregoing provisions the Company shall be discharged from any obligation to accept the Exchange Vehicle or to make any allowance in respect whereof and the Customer shall discharge in cost the full price of the Goods to be supplied by the Company.

12. SHORTAGES AND DEFECTS

The Company shall not be liable for:-

- 12.1 any shortages or defects in the quality or state of the Works and/or the Goods which would be apparent on visual inspection unless the Customer shall have inspected the Goods within 3 Working Days of delivery of the Goods and shall have given within 14 Working Days of such delivery of the Goods a written notice to the Company specifying the matters complained of and shall have afforded the Company a reasonable opportunity of inspecting the Goods before they have been used processed or sold;
- 12.2 any shortages or defects in the quality or state of the Goods not apparent on visual inspection unless the Customer shall have given written notice to the Company specifying the matters complained of as soon as reasonably practicable after discovery of such matters and in any event no later than twelve months after the date of arrival of the Goods at Customer's premises where the Goods are delivered to such premises or not later than twelve months after the date of collection where the Goods are collected and shall have immediately after discovery of such matter ceased to make any use of the Goods and shall have afforded the Company a reasonable opportunity to inspect the Goods;
- 12.3 loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after the Customer becomes aware of circumstances, which should reasonably have indicated the existence of a defect.

13. GUARANTEE

- 13.1 The Company warrants that on delivery Goods manufactured by the Company shall:
- 13.1.1 conform in all material respects with their description and any applicable specification; and
- 13.1.2 be free from material defects in material and workmanship.
- 13.2 Subject to Condition 13.4, if:
- 13.2.1 the Customer gives notice in writing to the Company within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Condition 13.1;
- 13.2.2 the Company is given a reasonable opportunity of examining such Goods; and
- 13.2.3 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, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 13.3 In the event that the Goods are not manufactured by the Company then:-
- 13.3.1 the Company will use its reasonable endeavours to assign to the Customer the benefit of any warranty or guarantee given by the manufacturer of the Goods (or any parts thereof);
- 13.3.2 any recommendation by the Company of such Goods shall not in any way make the Company liable in respect of such Goods;
- 13.3.3 the Company gives no assurance warranty or guarantee whatsoever that the sale or use of the Goods will not infringe patent, copy right, registered design, design copyright or other intellectual property rights of any other person firm or company.
- 13.4 The Company shall not be liable for any failure of the Goods to comply with the warranty set out in Condition 13.1 in any of the following events:
- 13.4.1 the Customer makes any further use of such Goods after giving notice in accordance with Condition 13.2;
- 13.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 13.4.3 the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer;
- 13.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
- 13.4.5 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
- 13.4.6 the Goods differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements
- 13.5 Any unauthorised repairs undertaken by the Customer its agents servants employees or subcontractors, on the Goods, shall automatically invalidate the warranty under this Condition 13.
- 13.6 When a Customer returns any Goods under this Condition 13, the Customer shall ensure that:
- 13.6.1 Goods originally manufactured at the Barnsley Factory shall be delivered at the Customer's cost to the Barnsley Factory and Goods manufactured at the Birmingham Factory are returned to the Birmingham Factory; and
- 13.6.2 all tanks are clean and gas free. In the event that the tanks are not clean and gas free, the Company reserves the right to charge the Customer a fee in respect of the cost of cleaning the tanks.

14. LIABILITY

- 14.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- 14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 14.1.2 fraud or fraudulent misrepresentation;
- 14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 14.1.4 defective products under the Consumer Protection Act 1987; or
- 14.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 14.2 Subject to Condition 14.1,
- 14.2.1 Except as provided in this Condition 13, the Company shall have no liability to the Customer in respect of the failure of Goods to comply with the warranty set out in Condition 13.1 and THE COMPANY SHALL NOT BE LIABLE to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss including loss of profit, injury or damage of any kind whatsoever consequential or otherwise (including without limitation removal or rectification work required in connection with the installation of repaired or substitute Goods) which results directly or indirectly from any delay or the Company's performance of or failure to perform the Works or supply or failure to supply Goods to the Customer or any combination of these; and
- 14.2.2 the Company's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including the performance of its obligations under Condition 13.1 shall not exceed the price of the Goods the subject of that Contract.
- 14.2.3 The Company will not reimburse any third party costs in relation to any potential warranty claims without written authorisation from the Company and in the unlikely event of the failure of the Goods the Company will not accept or be liable for any costs incurred by a Customer for the replacement hire or use of a substitute vehicle without written or email authorisation from the Company

15. CONFIDENTIAL INFORMATION

All drawings documents confidential records computer software and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away loan exhibit or sell any such drawings documents records software or other information or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are supplied.

16. DATA AND TECHNICAL INFORMATION

- 16.1 The information contained in the advertising, sales, and technical literature issued by the Company or the manufacturer of any of the Goods supplied by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only. No such information shall form part of the Contract unless the Customer shall have complied with Condition 2.7 relating to statements and representations.
- 16.2 In the event of an alteration of the design, specification construction and/or equipment of the Goods by a manufacturer other than the Company, the Company reserves the right without previous notice to supply the Goods ordered with or without such alteration.

17. SUB-CONTRACTORS

- 17.1 The Company shall be entitled, without the prior consent of the Customer, to sub-contract assign or transfer the whole or any part of the Contract or to employ any independent contractor to perform its obligations under the Contract and in so doing none of the obligations accepted under a Contract by or the rights conferred on the Company shall in any way be negated or varied.
- 17.2 The Customer shall not be entitled to assign or transfer in whole or in part the benefit of any Contract without the prior written consent of the Company.

18. QUANTUM MERUIT

Where from any cause whether arising under the Contract or otherwise and whether due to the Company's breach of contract or otherwise the Works are only partly completed then the Company shall be entitled to payment on a quantum meruit basis in respect of all work done by them without prejudice to the Company's other rights and remedies should non-completion be occasioned by default of the Customer.

19. HEALTH AND SAFETY

Instructions for use, cautionary notes, and other technical notices are supplied to the Customer with the Goods, and the Customer shall observe, respect, and comply with the same.

20. INSOLVENCY

- 20.1 If the Customer becomes subject to any of the following events,
- 20.1.1 bankrupt or unable to pay its debts as prescribed by section 123 Insolvency Act 1986; or
- 20.1.2 compounds with its creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation); or
- 20.1.3 a Receiver, Managing Director, Administrator, or Administrative Receiver is appointed of all or any part of its assets or undertaking; or
- 20.1.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business,
- the Company shall, without limiting any other right or remedy available to it, be entitled to cancel the Contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 20.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

21. FORCE MAJEURE

In the event that the manufacture or delivery of any of the Goods or performance of the Works is prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial dispute, shortage of raw materials or fuel notwithstanding that the Company has taken all reasonable steps to procure the same, shortage of labour, breakdown or partial failure of plant and machinery, late receipt of the Customer's specification or other necessary information acts, orders or regulations, of Government, delay on the part of any independent sub-contractor or supplier, or any other cause whatsoever beyond the reasonable control of the Company then the time for delivery of the Goods or performance of the Works shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacture delivery or performance, and neither party shall be liable for any failure in performing its obligations.

22. NOTICES

Any notice required to be given by either the Company or the Customer to the other shall be deemed to be properly served if sent by prepaid registered letter posted to its registered office or such other address as may from time to time be notified to the other for this purpose and any notice served shall be deemed to have been served 24 hours after the time of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted.

23. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under or in connection with it.

24. ENGLISH LAW

All Contracts shall be governed and interpreted according to English law and the Company and the Customer irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Road Tankers Northern Ltd
 Barrowfield Road
 Platts Common Ind Est
 Hoyland
 Barnsley
 South Yorkshire
 S74 9TH



**ROAD TANKER
 GROUP**

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ROAD TANKERS NORTHERN LIMITED – WARRANTY COVER

Item	Manufacturer	Period of Cover	Parts	Labour	Comments (All claims to be pursued through RTN Tankers)
Vessel	Road Tankers Northern	* 5 years	✓	✓	
Chassis	Road Tankers Northern	* 5 years	✓	✓	
King Pin Structure	Road Tankers Northern	* 2 years	✓	✓	We recommend that the skid plate is dropped every two years for inspection
Axles & Suspension	BPW SAF JOST DCA	See manufacturer information	✓	Labour generally covered. Some exceptions See info.	Manufacturer's warranty details available on request
BLVR/SPDS Equipment:					All labour covered may be subject to std time/rates: -
Man lids	Gardner Denver OPW/Civacon	5 years	✓	1 st year labour cover only.	
Vapour Vent Valves	Gardner Denver OPW/Civacon	5 years	✓	1 st year labour cover only	
Foot Valves	Gardner Denver OPW/Civacon	5 years	✓	1 st year labour cover only	
API'S	Gardner Denver OPW/Civacon	5 years	✓	1 st year labour cover only	
Vapour Rec Adaptor	Gardner Denver OPW/Civacon	5 years	✓	1 st year labour cover only.	
P/V Vent Valves	Gardner Denver OPW/Civacon	5 years	✓	1 st year labour cover only.	
Coaming Dump Valves	Gardner Denver OPW/Civacon	5 years	✓	1 st year labour cover only.	
HLCO Equipment: -					
Optic probes	Liberty/Scully/Civacon	3 years	✓	1 st year labour cover only.	
2 wire sockets	Liberty/Scully/Civacon	3 years	✓	1 st year labour cover only.	
Lighting & Wiring equipment	Rubbolite/Aspock	3-5 years	✓	Labour not covered.	
Mud wings		1 year	✓	✓	
Pneumatics		1 year	✓	✓	
Braking System	Knorr Bremse Wabco Haldex	2 years	✓		Parts & Labour included if carried out by Knorr Bremse/Wabco/Haldex approved repairer.
Tyres	Michelin/Goodyear /Bridgestone/Continental	1 year	✓	X	Cover related to %age wear
Wheels	Alcoa/Xlite/BPW	5 years	✓	✓	Starts from wheel date stamp
Landing legs	Jost/Plastecnic	3 years	✓	✓	
Non-structural fabrications eg API cabinet, pipe work & supports & hose trays	Road Tankers Northern	2 years	✓	✓	

Road Tankers Northern Ltd
Barrowfield Road
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Hoyland
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**ROAD TANKER
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ROAD TANKERS NORTHERN LIMITED – WARRANTY CLAIMS PROCEDURE

The following procedure is intended to be simple, and to ensure that in the event of a warranty claim a speedy resolution can be achieved by following the steps listed below.

General

- i) Only fully trained technicians to be employed in the inspection procedure and repair or replacement of any parts or components deemed to be subject to a warranty claim.
- ii) If the claim involves labour charges, these may be subject to standard repair/replacement times and/or standard hourly rates. The warranty covers only the time taken to repair/replace the failed/faulty item(s).
- iii) The decision as to the acceptance of any warranty claim rests finally and solely with Road Tankers Northern Ltd, it's nominated agent(s) and/or third-party equipment supplier(s). Only claims in line with the procedure below will be considered.
- iv) The service/maintenance and/or operational history of any vehicle may be requested during the consideration of any warranty claim. If it is found that any vehicle has either been used beyond its intended design parameters, or not been maintained in line with recommended procedures and good practice, then any warranty offered will be null and void.
- v) In line with the Terms and Conditions of our warranty, claims for any consequential losses whatsoever, such as loss of use; transport of vehicle and/or components; hire of replacement vehicles; hire of third-party repairers, etc will not be accepted.
- vi) Warranty cover commences as from the date of delivery to the Customer

Procedure to be followed

- 1) In the event of a warranty claim, Road Tankers Northern Ltd must be informed as soon as is practically possible, following diagnosed failure of the part/component. Contact numbers, in order of preferred selection are as follows: -
- 2)
 - ii) Richard Bulmer 07584 239297
 - iii) Don Mckelvie 07958 591529
 - iii) Frank Newell 07836 531811

It should be clearly stated at the start of discussions that the repair/replacement is deemed to be subject to a warranty claim. Full details of the nature of the failure should be provided, together with details of the vehicle (operator, chassis number and fleet number), location of the vehicle and operational status.

In the event of parts failure, Road Tankers Northern Ltd reserve the right to supply replacement items on a next day basis, either direct from stock or via the manufacturer. In the event of out of hours failure parts to be supplied at a FOC basis.

- 2) Road Tankers Northern Ltd will then issue a warranty claim number. No work should be undertaken before a warranty claim number has been issued. However, should the work be undertaken during weekends, or at any other time when it is not possible to contact the numbers shown above, then rectification work to a maximum estimated value of £750 (EXCL VAT) may be undertaken without immediate preauthorisation. This should be obtained as soon as practicable (next working day at latest). Work in excess of this value must have prior approval via one of the above Road Tankers Northern Ltd contact numbers before commencement.

It should also be noted that issuing of a warranty claim number is not the same as issuing of an order number and does not mean either directly or by implication that Road Tankers Northern Ltd will accept any costs associated with the repair and/or replacement of parts.

- 3) Any replaced parts which are subject to warranty claim, must be returned to Road Tankers Northern Ltd within 7 days of completion of repair. If the failed parts are not returned within allotted time, an invoice will be raised for any replacement parts supplied and will become immediately payable; alternatively, any invoices raised on Road Tankers Northern Ltd, for parts obtained from third parties, by the claimant, will not be paid and requests for credit note will be raised.

The warranty claim would therefore become invalid and could not proceed, thus any associated labour charges would also be rejected.

N.B.

- i) Only parts supplied, or approved for use, by Road Tankers Northern Ltd, its nominated agents, or component suppliers are to be used.
 - ii) All parts returned should be clearly marked with the warranty claim number and returned with a brief note stating source of part and mode of failure.
- 4) Upon receipt of the failed parts, they will be inspected either by Road Tankers Northern Ltd or its component supplier and a decision, together with agreed cost will be given verbally and/or in writing to the repairer within a total of 15 days.
 - 5) Should the warranty claim be accepted, any invoices raised on Road Tankers Northern Ltd or its nominated agents for replacement parts and/or labour charges must be submitted to Road Tankers Northern Ltd within 7 working days of their acceptance.

Costs accepted for parts may be subject to Road Tankers Northern Ltd spare parts list prices, or, at the discretion of Road Tankers Northern Ltd, an equivalent replacement may be supplied.

Costs accepted for associated labour charges may be subject to the conditions as outlined in (ii) and (v) above. Labour rate figure to be used in general is £65\HR.

- 6) Should the warranty claim be rejected, any associated parts or labour costs incurred by Road Tankers Northern Ltd and/or its nominated agents, will be invoiced to the claimant and be subject to immediate payment. Alternatively, any invoices raised on Road Tankers Northern Ltd, and/or its nominated agents, by the claimant, will not be payable and requests for credit notes will be issued.
- 7) Road Tankers Northern Ltd will endeavour to settle warranty claims within six weeks, in so far as the above procedure is followed. Any claims which are found to be in need of more in-depth investigation, and which could, therefore, involve third party suppliers/contractors to Road Tankers Northern Ltd, may take a longer period to resolve. However, Road Tankers Northern Ltd will endeavour to ensure that any such claims are handled with appropriate urgency.
- 8) All claims for an OE failure within the first year (see basic Warranty Cover table) should be made through Road Tankers Northern Ltd and not direct to individual component suppliers .
- 9) For any vessel warranty issues the tank **MUST** be returned gas free to an RTN facility or an approved contactor as agreed or directed. If the vessel is not gas free a charge will be payable.
- 10) Transport/traction costs/quotes are available on request.
- 11) Short term hire trailers maybe available at RTN sites, rates available on request.