



**OLYMPIC TANKWASH**

## GENERAL CONDITIONS OF TRADING

1. GENERAL
  - (A) In these conditions:-
    - (i) Olympic Tankwash is a trading name of UK Tankcleaning Services Ltd.
    - (ii) "Customer" means the person submitting vehicle(s) for washing, rinsing, cleaning, heating or other services at Olympic Tankwash's premises, or where such person acts as agent for the owner of the vehicle(s) that person and the owner jointly and severally.
    - (iii) "Vehicle(s)" means and includes tankers (for carrying liquid, powder or gaseous product), lorries, transporters and other motor vehicles submitted to Olympic Tankwash for cleaning or other services.
  - (B) These conditions shall apply and be incorporated into all agreements relating to the cleaning of or carrying out of other services upon Customer's vehicle(s) by Olympic Tankwash and the Customer shall be deemed to assent hereto.
  - (C) No other conditions or modification of these Conditions shall be binding on Olympic Tankwash unless Olympic Tankwash agrees thereto in writing.
  - (D) The Customer's attention is drawn to the separate Conditions relating to the vehicle washer ("the washer") attached hereto and displayed on notices at Olympic Tankwash's premises. Those Conditions shall apply and be incorporated into all agreements relating to the cleaning of the Customer's vehicle(s) by Olympic Tankwash using the Washer and the Customer shall be deemed to assent thereto.
2. MATERIALS  
Unless otherwise specified as a term of the agreement. Olympic Tankwash may in its absolute discretion determine by what method and using what materials a Customer's instructions to clean a vehicle should be carried out.
3. PRICE  
The price payable by the Customer shall be Olympic Tankwash's price ruling from time to time and VAT shall be added thereto at the appropriate rate.
4. PAYMENT  
The net invoice amount shall become due for payment by the Customer within 30 days of the invoice and Olympic Tankwash shall have a lien upon and be entitled to retain a Customer's vehicle(s) until all invoices issued to the Customer and being due for payment, have been settled in full.
5. TIME FOR COMPLETION OF WORK  
Time is not of the essence of the agreement between Olympic Tankwash and the Customer, and any time or date specified by Olympic Tankwash as the time at which or the date on which Olympic Tankwash's services will be completed is given and intended as an estimate only and Olympic Tankwash shall not be liable for loss, damage or expense however arising from delay in completing its work.
6. RISK  
All vehicles including equipment and other property therein or thereon are accepted, held, moved, driven and otherwise dealt with on Olympic Tankwash's premises at the Customer's entire own risk and responsibility.
7. RESPONSIBILITY – PRODUCT HEATING
  - (A) Olympic Tankwash will dip the product when presented for heating of such product. The temperature of that product shall be deemed the correct temperature as per Olympic Tankwash's calibrated temperature gauge. No other tank gauge will be accepted as correct during heating in case they are faulty and no liability arising from any over heated product will be accepted as long as Olympic Tankwash's calibrated temperature gauge was used.
  - (B) Olympic Tankwash shall have no liability whatsoever (unless death or personal injury is caused by its negligence) if whilst Olympic Tankwash is heating products contained in a vehicle by injecting pressurised steam any damage is caused to such vehicle or to the products therein contained provided that Olympic Tankwash was injecting steam at a pressure indicated as acceptable either by instructions noted upon the vehicle or in accompanying relevant documentation or by the Customer or driver of the vehicle.
  - (C) In the event that Olympic Tankwash shall knowingly inject steam exceeding stated maximum pressure, then (in its discretion) it shall repair, rectify, replace or pay the price of parts of the vehicle which, in its reasonable opinion, were damaged as a result of Olympic Tankwash's error but (save for death or personal injury caused by its negligence) it shall have further no liability for damage caused to the product contained in the vehicle or for consequential losses sustained by the Customer.
8. RESPONSIBILITY - CLEANING  
The Customer acknowledges that in all circumstances it is responsible for checking that its vehicle(s) have been properly cleaned and thus are fit for the purpose for which they are required and that it will inspect the vehicle(s) following cleaning by Olympic Tankwash and prior to the loading thereof and satisfy itself in all respects that the vehicle(s) have been sufficiently cleaned by Olympic Tankwash and are completely fit to be so loaded. Should the vehicle be rejected for loading due to cleanliness, Olympic Tankwash cannot be held liable for any consequential losses.
9. LIMITATION OF LIABILITY
  - (A) The remedies provided in 7(C) and 8 above shall be the only remedies available to the Customer against Olympic Tankwash for any breach of its agreement to carry out services upon a Customer's vehicle(s) misrepresentation misstatement or breach of any other obligation whether in contract or tort arising out of or in connection with its performance of services on behalf of the Customer (including anticipatory breach and whether substantial or not and however arising whether caused by negligence or otherwise) and Olympic Tankwash shall not have any other liability including but without prejudice to the generality of the foregoing any liability for loss or damage (including and consequential loss or damage) flowing from any breach (whether caused by negligence or otherwise) PROVIDED that nothing herein shall limit the liability of Olympic Tankwash for death or personal injury to persons arising out of its negligence.
  - (B) The Customer agrees to save harmless and keep indemnified Olympic Tankwash from and against all claims and demands by whatsoever made or preferred for which Olympic Tankwash would not have been liable or responsible had it not undertaken work upon the Customer's vehicle(s) except where death or personal injury has been caused by Olympic Tankwash's negligence.
10. GOVERNING LAW  
These conditions and the agreement of which they form part shall be construed in accordance with English law and the Customer hereby submits to the jurisdiction of the English Courts.