

BALMORAL TANKS LTD

Fuel oil storage tank warranty policy

1.0 Tank Warranty Policy

All Balmoral warranties are offered as an extra benefit to Balmoral product owners in addition to their statutory rights. The warranties are subject to Balmoral's Terms & Conditions which include tank selection and correct installation.

2.0 Important Background Information

The tank warranty applies to the tank only and not any accessories, attachments or fittings manufactured by others.

Balmoral Tanks does not install fuel oil storage tanks but sells them through a network of distributors. All Balmoral fuel oil tank brochures accompanying its tanks to customers (distributors), give instructions on the appropriate minimum requirements that must be applied when selecting Balmoral tanks for a particular location and/or application.

Each Balmoral tank is sold complete with installation instructions supplied with the tank. These instructions must be adhered to when installing the tank.

3.0 Balmoral's Terms & Conditions of Sale

All Balmoral fuel oil storage tanks are sold with a tank warranty that is subject to Balmoral's Terms & Conditions of Sale. This is normal business practice and Balmoral's distribution network knows and accepts these conditions.

The Terms state that the tanks must be installed in accordance with Balmoral's installation instructions that are supplied with each tank. The instructions refer to BS5410 - Code of practice for Oil Fired Systems which applies to all Balmoral tank installations and is mandatory.

In the event that a Balmoral tank is selected incorrectly for the particular site involved or the tank is sited incorrectly and contravenes the requirements of BS5410 then the tank warranty is deemed to be invalidated. Balmoral does not accept any liability for tanks in this respect.

4.0 Warranty Period(s)

Balmoral Fuel Oil tanks are sold with a one year renewable warranty from the purchase date and subject to tank registration requirements in addition to Balmoral's Terms & Conditions.

5.0 Warranty Policy Details

Eligibility

- a) Balmoral Tanks will consider claims under the tank warranty from tank owners who are the original purchasers of the tank and who can prove their purchase by producing an original receipt complete with the tank owner's name, the original address, basic details of the Balmoral tank purchased, purchase price and purchase date.
- b) Balmoral Tank warranties are not transferable.
- c) The tank warranty applies to Balmoral tanks that have been used for the storage of liquids for which they have been designed and have been maintained as specified in Balmoral's brochures, installation instructions and technical documents.
- d) The tank warranty applies to the tank only. Accessories, fittings and attachments are warranted for a period of one year only from the purchase date.
- e) The tank warranty does not apply to damaged, misused or modified (unless by Balmoral's engineers) tanks. Nor does it apply to removed or disturbed from the original installation position/site or where they have been replaced with third party tanks without the express permission and authorisation of Balmoral Tanks.
- f) The tank warranty does not apply to tanks incorrectly selected in accordance with BS5410 and the assessment of spillage risk prevention.
- g) The tank warranty does not apply to tanks incorrectly positioned in accordance with BS5410 with respect to fire prevention clearances.
- h) The tank warranty does not apply to tanks incorrectly installed in accordance with Balmoral's installation instructions; Balmoral Tanks does not install tanks.
- i) The tank warranty does not apply to any site survey or inspection carried out to establish the validity of a claim.
- j) The tank warranty does not apply to original tank removal and/or safe disposal.
- k) The tank warranty does not apply to any other items including consequential damage or associated costs that arise from the tank. Please refer to Balmoral's Terms & Conditions relating to consequential costs. Copies available on request.

In particular, Balmoral's Terms & Conditions include: Section 4(d) "The Company shall be under no liability whatsoever for any form of consequential or other loss howsoever caused, and is to be indemnified by the customer against all liability in respect thereof".

6.0 Valid and Accepted Claims

Where Balmoral tanks are found to be correctly selected and appropriately installed and a claim is accepted by Balmoral Tanks, the claimant shall be entitled to the following:

A refund of the value of the defective tank.

In line with Balmoral Tanks' continuous improvement philosophy and product development initiatives, Balmoral reserves the right to change the product, packaging and documentation specification without notice.

6.1 Discretionary Compensation

Balmoral Tanks may under certain conditions, offer as a gesture of goodwill only to a Balmoral product owner, and with no admission of liability whatsoever, a one-off discretionary payment towards associated costs involved in replacing tanks under the company's warranty policy. The discretionary payment offered applies only to valid claims. Validity of the claim and the compensation level offered is entirely at Balmoral's discretion and the decision made by Balmoral Tanks will be final. This discretionary compensation does not affect the tank owner's statutory rights.

Total value of any claim shall be no more than twice the residual value of the original tank.

7.0 The Contracts (Rights of Third Parties) Act 1999

The rights under the Contracts (Rights of Third Parties) Act 1999 are hereby excluded and this agreement is personable between the parties.