

## TANKSCOUT AGREEMENT – SERVICE TERMS FOR COMMERCIAL CUSTOMERS

This agreement is subject to and in addition to the Seller's **GENERAL TERMS AND CONDITIONS OF SALE FOR LAND FUELS, LUBRICANTS AND OTHER PRODUCTS TO COMMERCIAL PARTIES** (the "General Terms", please see [www.watsonfuels.co.uk/terms](http://www.watsonfuels.co.uk/terms) for details). In the event of a conflict between the provisions of this agreement and the General Terms the provisions of this agreement shall prevail.

Where the Customer agrees to the installation of a Device or to receive the Service this agreement shall apply.

### 1. Definitions

The definitions and rules of interpretation set out in the General Terms apply to this agreement. In this agreement the following additional definitions apply:

**Device:** Tankscout™, an oil level monitoring device. Further details available on: [www.tankscout.co.uk](http://www.tankscout.co.uk)

**Minimum Term:** a period of 36 months from installation of the Device (unless otherwise and explicitly stated and agreed).

**Service:** the Tankscout™ fuel monitoring services provided by the Seller to the Customer in accordance with these Service Terms.

### 2. Ownership of the Device

Except where the Customer purchases the Device outright, the Device remains the Seller's property. Upon cancellation of the Service during the Minimum Term the Seller reserves the right to remove and reclaim the Device.

### 3. Data Signal

The Device uses GPRS connection and built-in SIM technology to communicate the level of oil. The Service is only available if the Seller's service provider's network is successfully received at the point of install. At this time the engineer will be able to establish if the system will work in the area or not and the Service will be cancelled with immediate effect at no cost to the Customer if no signal can be picked up.

### 4. Services

#### 4.1. Data Collected

The Seller will regularly collect data from the Device to gauge the volume of Product in the Storage tank. The Customer may check this data on the Seller's website: [www.tankscout.co.uk](http://www.tankscout.co.uk)

#### 4.2. Service Provision Period

Unless otherwise explicitly agreed, the Service will be supplied for the Minimum Term or until otherwise terminated in accordance with these Terms.

#### 4.3. Fuel supply

Where the Customer has Ordered the Automatic Delivery Service, the Seller will deliver Product in accordance with the General Terms in such amounts as indicated by the Device, or in an otherwise agreed delivery volume. Where the Customer has not Ordered the Automatic Delivery Service the Seller will contact the Customer when the Device indicates that the volume of Product in the Customer's Storage tank is at a level where a new delivery of Product is, in the Seller reasonable opinion, advisable.

### 5. Damage to the Device

5.1. Should the Device be damaged by the Customer or a third party then the Customer will be liable for the full replacement and/or repair costs.

5.2. If the Device becomes defective during the Minimum Term the Seller will repair or replace the Device at no cost to the Customer. The Customer will return the Device to the Seller following the Seller's returns procedure

specified at the time of the return. Whilst a Device is defective and until a replacement has been fitted and commissioned the Seller's obligation to provide the Service is suspended. This shall not affect the Customer's obligation to pay the price for the Services unless the Seller fails to supply a replacement Device within a reasonable period of its return.

5.3. The Customer must not interfere with the Device or obstruct the operation of Device (or allow it to be interfered with or its operation to be obstructed).

#### **5.4. Engineer visit**

Should an engineer visit be required after installation of the Device then Our standard call-out rates will apply.

### **6. Responsibilities**

6.1. If the Seller fails to deliver Product or the Seller fails to contact the Customer as required under clause 4.3 of these Service Terms then the Seller will reimburse the Customer for the reasonable costs of a boiler engineer's visit (up to a maximum of £70 plus VAT) to restart the Customer's boiler. The Seller will reimburse the Customer after it has provided a copy of the boiler engineer's invoice. The Customer shall give prior written notice if it intends to appoint its own boiler engineer and Seller reserve the right to organise the visit directly, in which case all charges will be handled between the boiler engineer and the Seller directly.

6.2. The Customer must ensure that the Storage tank has an accurate and fully functioning meter or gauge as the Seller may not be able to deliver Product to a Storage tank where measurements can only be taken from the Device.

### **7. Price & Payment**

7.1. The price for the Device, its installation and the Service shall be as agreed in writing (including email) or on a recorded telephone line. In the absence of any agreed price the Price shall be set by the Seller in its reasonable discretion. Prices exclude VAT.

7.2. The Seller may invoice the Customer for the Services at any time after installation of the Device or during provision of the Service. The Customer must pay the invoice in cleared funds within 14 calendar days of the date of the invoice.

7.3. The price agreed by the Seller assumes that the installation of the Device will be standard. If, in the reasonable opinion of the Seller, the installation is non-standard then the Seller may invoice (and the Customer shall pay) an additional installation charge.

### **8. Cancellation**

8.1. The Seller will provide the Service for at least the Minimum Term. At the end of the Minimum Term the Seller shall continue to provide the Service and the Customer shall continue to pay for the Services unless the Seller cancels the Services by providing 30 days' notice in writing.

8.2. The Customer may cancel the Service at any time during the Minimum Term by providing 30 days' notice in writing. If the Customer cancels the Service in accordance with this clause 8.2 it will be liable for the costs of the installation and removal of the Device, the outstanding cost of the Service until the expiry of the Minimum Term and the cost of the Device itself.

8.3. If the Customer does not purchase Product from the Seller during the Minimum Term the Seller reserves the right to cancel the Services and/or remove the Device and the Customer will be liable for the costs of the installation and removal of the Device, the outstanding cost of the Service until the expiry of the Minimum Term and the cost of the Device itself.