BREHON ENGINEERING – MASTER TERMS & CONDITIONS

Revision B | Nov 2026

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1. Definitions

1.1 “We / our / us / Brehon Engineering” refers to Brehon Engineering, the workshop and business entity providing overhaul, refurbishment, abrasive cleaning and related workshop services.

1.2 “You / your / customer” refers to the person or organisation submitting Parts or Components for overhaul, abrasive cleaning or assessment.

1.3 “Parts” or “Components” means any heat exchanger, oil cooler, charge-air cooler, raw-water pump, cooling component, metal assembly, or any other item supplied to us for overhaul, refurbishment, abrasive cleaning or assessment.

1.4 “Overhaul” refers to cleaning, inspection, repair, sealing, coating, pressure testing and refurbishment of the Parts or Components supplied.

1.5 “Abrasive cleaning” refers to workshop-based surface cleaning using a controlled wet abrasive medium, intended for external surface cleaning only.

1.6 “Work” means any overhaul, abrasive cleaning, assessment, testing, coating, repair, packaging or handling carried out by us.

1.7 “Hazardous materials” includes, but is not limited to, lead-based coatings, legacy paints, regulated alloys, chemical residues, oils, fuels, coolants, asbestos-containing materials and any other substances requiring controlled handling.

1.8 Submission of Parts or Components to us constitutes acceptance of these Terms & Conditions.

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2. Scope of Work

2.1 We specialise in the overhaul and refurbishment of marine and industrial heat exchangers, oil coolers, charge-air coolers, raw-water pumps and associated cooling Components.

2.2 Our responsibility begins when your Parts arrive at our workshop and ends when they are dispatched following completion of the Work.

2.3 We do not:

- remove Components from vessels, engines or machinery

- install Components
- supervise or advise on removal or installation
- diagnose system-level faults
- certify the customer's wider cooling system, vessel or installation

2.4 All removal, installation, recommissioning and system checks must be carried out by a competent and qualified person engaged by the customer.

2.5 All work is carried out by a competent and qualified person using controlled processes appropriate to the component type.

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3. Communication and Advice Limitations

3.1 For insurance and liability reasons, we cannot provide removal, installation or system-integration advice in any form, including telephone calls, written messages, photographs, videos, WhatsApp, live video calls or remote guidance.

3.2 We do not offer WhatsApp or video calls. Telephone calls may be recorded for clarity and record-keeping.

3.3 Photographs of Components are welcome for identification or initial condition assessment, but we cannot comment on engines, installations, electrical systems, vessel-side issues, system design, system pressure or suitability of installation.

3.4 We do not provide engineering advice beyond the overhaul of the specific Component supplied.

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4. Ownership and Authority

4.1 By submitting Parts or Components to us, the customer confirms that they are the legal owner or have full authority from the legal owner to authorise overhaul or cleaning work.

4.2 We accept no responsibility for disputes relating to ownership, authority or third-party claims.

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5. Assessment, Suitability and Right to Refuse Work

5.1 All refurbishment work shall commence with an inspection and assessment stage.

5.2 The assessment process may include dismantling, cleaning, extraction of seized components, pressure testing, dimensional checks, corrosion assessment and other investigative work.

5.3 The assessment charge is payable regardless of outcome and is non-refundable.

5.4 Where refurbishment proceeds successfully, the assessment charge will be credited in full against the refurbishment quotation.

5.5 Brehon Engineering shall determine whether a component is suitable for refurbishment, suitable for return to service, beyond economical repair, beyond practical repair, or otherwise unviable.

5.6 The existence of a possible repair method does not necessarily render a component commercially, technically or practically repairable. A determination that refurbishment appears viable following assessment shall not constitute a guarantee of successful refurbishment or return to service

5.7 Where refurbishment proves unsuccessful despite reasonable efforts, customer liability shall be limited to the agreed assessment charge together with applicable freight costs. No refurbishment charges shall apply.

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6. Additional Work and Variation of Quotation

6.1 If additional work is required due to hidden defects, corrosion, damage, contamination, distortion, seized fasteners or unforeseen conditions discovered during inspection or overhaul, we will notify the customer.

6.2 Work will only proceed with customer approval.

6.3 If the customer declines additional work, the Component will be returned in its current state, and the customer remains liable for inspection costs, cleaning costs, partial labour already completed and return shipping.

6.4 We are not responsible for any consequences arising from incomplete overhaul where additional work was declined.

6.5 For approved additional parts, materials or subcontract services exceeding £250, payment may be required in advance.

6.6 Brehon Engineering reserves the right to suspend work pending receipt of payment.

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7. Disposal of Scrap or Unrepairable Parts

7.1 Where Parts or Components are deemed unrepairable, unsafe, uneconomical to repair or unsuitable for overhaul or abrasive cleaning, we will notify the customer.

7.2 If no instruction is received within 14 days, we may dispose of the Parts at our discretion.

7.3 Disposal may incur charges for hazardous-waste handling, environmental fees, labour or recycling costs.

7.4 We accept no liability for Parts disposed of after the 14-day period.

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8. Scrap Components, Return Freight and Optional Purchase

8.1 Components deemed beyond repair shall be returned in the condition reached when assessment or refurbishment ceased.

8.2 All return shipping, packaging and handling costs are chargeable to the customer.

8.3 We may, at our discretion, offer to purchase scrap Components for donor parts or parts recovery.

8.4 We are under no obligation to return scrap Components unless specifically requested.

8.5 Components may be materially different from, more dismantled, less complete or less serviceable than when originally received.

8.6 Brehon Engineering has no obligation to undertake further reassembly, cosmetic restoration, repainting, manufacture of replacement parts or remedial work solely to improve presentation.

8.7 Work requested after condemnation constitutes a separate scope of work subject to quotation.

8A. Customer Modifications Following Condemnation

Brehon Engineering accepts no liability whatsoever for the performance, reliability, safety or continued operation of any component subsequently modified, repaired or returned to service by the customer or a third party.

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9. Pressure Cap Replacement Policy

9.1 As part of our standard overhaul process, pressure caps supplied with Components are replaced with new units.

9.2 Replacement rules:

- Supplied cap matches OEM spec → replaced like-for-like
- Supplied cap higher pressure rating than OEM spec → replaced with OEM-rated cap
- Supplied cap lower than OEM spec → replaced like-for-like
- Rating unclear or unmarked → replaced with OEM-rated cap

9.3 We do not assess, specify or certify system pressure.

9.4 Responsibility for correct system pressure lies solely with the customer or their competent person.

9.5 We do not test, certify or warrant thermostats, sensors, hoses or any ancillary items not directly refurbished by us.

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10. Workmanship and Visual Standard

10.1 All overhaul work prioritises structural integrity, function, reliability, leak-free operation, correct assembly, correct sealing and correct pressure performance.

10.2 Due to age and condition, some cosmetic imperfections may remain. Cosmetic appearance is secondary to structural integrity and function, and is to be expected with used components that have previously operated in a marine environment.

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11. Coating System and Colour Options

11.1 Standard coating system:

- etch primer
- two-pack polyurethane topcoat in RAL 7035

11.2 Custom colours may be available at additional cost and lead time.

11.3 Cosmetic finish varies depending on age, corrosion and casting texture.

11.4 Cosmetic finish may also vary due to historic corrosion, casting marks, surface profile or environmental exposure.

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12. Damage, Handling and Coating Limitations

12.1 We cannot accept responsibility for damage occurring before arrival, during transit, after dispatch, during installation or due to incorrect handling, mounting, alignment or tightening.

12.2 Coating failure caused by heat, chemicals, saltwater, bilge water, impact or misuse is not covered.

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13. Customer Responsibilities

13.1 The customer is responsible for safe removal, safe installation, correct gaskets, correct coolant, correct bleeding, correct pressure checks, system flushing, monitoring for leaks and ensuring the person carrying out the work is competent and qualified.

13.2 The customer is responsible for:

- sourcing correct engine-side gaskets and hardware
- flushing and cleaning the engine block and cooling passages
- inspecting, cleaning and maintaining the raw-water circuit
- ongoing inspection and routine monitoring of the cooling system

Pressure Cap Safety Disclaimer

13.3 Pressure caps must only be opened when the system is cold and depressurised.

13.4 We accept no liability for injury, scalding, burns or damage arising from opening a hot or pressurised system.

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14. Abrasive Cleaning (Workshop-Based Component Cleaning)

14.1 Abrasive cleaning is for external surface cleaning only.

14.2 It does not restore structural integrity or repair weakened areas.

14.3 We cannot accept responsibility for pre-existing corrosion, thinning, distortion or contamination within internal passages.

14.4 Suitable items for abrasive cleaning may include small metal parts, garden machinery items, automotive components and marine components, subject to our assessment.

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15. Abrasive Media Removal, Contamination and Reassembly

15.1 Complete removal of abrasive media cannot be guaranteed.

15.2 The customer is responsible for final cleaning, flushing, inspection and verification before reassembly or use.

15.3 Brehon Engineering does not warrant or guarantee internal cleanliness of any component following wet abrasive cleaning.

15.4 No liability is accepted for damage, failure or consequential loss arising from retained abrasive, contamination, improper cleaning or incorrect installation.

15.5 We cannot accept responsibility for abrasive particles remaining in inaccessible areas including internal passages, blind cavities, complex castings or multi-chamber components.

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16. Environmental Responsibility, Contamination, Fluids and Hazardous Materials

16.1 We operate controlled processes designed to minimise environmental impact and ensure responsible handling of waste materials.

16.2 Components may arrive contaminated with oils, fuels, coolants, seawater, sludge, corrosion or hazardous materials.

16.3 Components must be fully drained prior to dispatch.

16.4 We may refuse Work, quarantine Components or apply decontamination charges.

16.5 We do not test for or certify the presence or absence of hazardous materials.

16.6 Some components may contain legacy coatings, residues or alloy materials including lead or other regulated compounds.

16.7 Our overhaul processes do not include removal, testing or identification of such materials.

16.8 Any additional costs associated with handling or disposal of such materials may be charged to the customer.

16.9 We accept no liability for any health, environmental or regulatory issues arising from the customer's handling, storage, installation, removal, export or use of the component.

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17. Asbestos and Legacy Coatings

17.1 We do not accept or work on Components containing or suspected of containing asbestos.

17.2 If asbestos is discovered or suspected, Work stops immediately and the customer is responsible for safe collection and disposal.

17.3 We do not certify Components as asbestos-free.

17.4 Legacy coatings (including lead-based paints) may require specialist handling. Additional charges may apply.

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18. System-Pressure Responsibility

18.1 We overhaul Components only.

18.2 We do not specify, certify or assess system pressure.

18.3 The customer or their competent person is responsible for ensuring the system is correctly rated, safe and compatible.

18.4 We accept no liability for system over-pressure, under-pressure, installation-side failures or engine/vessel-side issues.

18.5 We accept no liability for hose, clamp, gasket or block failures, vessel-side electrical faults or wider cooling-system issues.

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19. Testing, Pressure Testing and Limitations

19.1 Workshop pressure testing confirms leak-free condition at the time of testing only.

19.2 It is not a certification of system suitability or a guarantee against future failure.

19.3 Pressure testing does not detect microcracks, hidden corrosion, thermal-cycle weaknesses or installation faults.

19.4 We accept no liability for failures occurring after installation.

20. Packaging, Transit and Delivery

20.1 We take reasonable care when packaging Components, but cannot accept responsibility for courier damage, delays, loss or environmental exposure during transit.

20.2 The customer is responsible for packaging Components sent to us, inspecting Components upon receipt, reporting transit damage to the courier and making insurance claims.

20.3 Return shipping is at the customer's risk unless insurance is arranged in advance.

20.4 All duties, taxes and import charges are the customer's responsibility.

20.5 Shipping arrangements are interpreted in line with standard INCOTERMS® definitions unless otherwise agreed.

20.6 We accept no liability for delays caused by customs, import/export controls, inspections or carrier handling.

20.7 For customers outside Guernsey, returned components may occasionally be subject to customs queries, delays or requests for import VAT, duty or clearance charges.

20.8 Customers must contact Brehon Engineering before paying any such charge.

20.9 Brehon Engineering will not accept liability for charges paid without first being given a reasonable opportunity to review and challenge the charge.

21. Insurance

21.1 We maintain appropriate business insurance for our activities. This does not extend to the customer's vessel or items in transit.

21.2 Goods-in-transit insurance is not provided automatically. If required, it must be requested and paid for prior to dispatch.

21.3 We accept no liability for loss, damage, delay or deterioration occurring while items are in transit or storage.

21.4 The customer must ensure their vessel and equipment are adequately insured, including for removal, reinstallation, transport and electrical faults.

22. Payment Terms

22.1 Invoices are due immediately upon issue.

22.2 Work will not be dispatched until payment is received in full.

22.3 We reserve the right to charge interest on overdue invoices, retain Components until payment is made, charge storage fees or dispose of uncollected Components.

22.4 Accepted payment methods: bank transfer, card payment, or other methods agreed in advance.

22.5 Completed components remain the property of Brehon Engineering until all invoices have been paid in full.

22.6 Dispatch may be withheld pending cleared funds.

22A. Communication and Progress Updates

Refurbishment work is investigative in nature and may involve periods where no meaningful update is available. Updates will be provided when significant findings, decisions, quotations or changes in scope arise. Preliminary observations do not constitute a final assessment.

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23. Storage, Abandonment and Disposal of Completed Work

23.1 Completed Components must be collected or paid for within 30 days.

23.2 After 30 days, storage fees may apply and Components may be moved to long-term storage.

23.3 Components may be disposed of after reasonable attempts to contact the customer.

23.4 No compensation is payable for disposed Components.

23.5 We are not responsible for deterioration during extended storage.

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24. Warranty and Limitations

24.1 We provide a workmanship warranty covering correct assembly, sealing and pressure-test performance at the time of testing.

24.2 Warranty does not cover installation errors, incorrect system pressure, incorrect coolant type or quantity, corrosion after dispatch, contamination, incorrect gaskets, engine/vessel faults, coating degradation or system-level failures.

24.3 Warranty is void if the Component is modified, incorrect pressure caps are fitted, the wider system is not flushed, or the Component is used outside normal parameters.

24.4 Our liability is strictly limited to the cost of the Work carried out.

24.5 We do not cover consequential loss, downtime, labour, travel, haul-out, engine damage, vessel damage or loss of earnings.

24.6 Work undertaken contrary to Brehon Engineering recommendations may be excluded from warranty.

24.7 Components declared beyond repair or subsequently modified by the customer are excluded from warranty.

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25. Liability Exclusions

25.1 We accept no liability for system-level failures, installation-side failures, incorrect pressure, overheating, coolant loss, hose/clamp/gasket failure, block/manifold issues, contamination, incorrect reassembly, incorrect coolant type or quantity, vibration, misalignment or any failure occurring after installation.

25.2 Our responsibility ends when the Component leaves our workshop.

25.3 We accept no liability for electrolysis, galvanic corrosion, stray-current corrosion, bonding faults, earthing faults, depleted anodes, wiring issues, marina electrical conditions or any other external electrical/environmental factors.

26. Export Restrictions and US/Canada Exclusion

26.1 We do not accept Components from, or ship Components to, the USA or Canada.

26.2 We accept no liability for Components exported, resold or installed in those jurisdictions.

26.3 We do not provide export documentation or compliance certification.

27. Force Majeure

27.1 We are not liable for delays or inability to perform Work caused by events outside our control, including natural disasters, fire, flood, storm, power failure, equipment failure, supply-chain disruption, industrial action, transport delays, illness, terrorism, war, government restrictions or pandemics.

27.2 Lead times and costs may change during such events.

28. Data Protection, Documentation and Record Keeping

28.1 We maintain internal records for job tracking, quality control, pressure-test results, invoicing and communication history.

28.2 We do not provide certification of compliance, conformity declarations, installation documentation, engineering reports or surveyor reports.

28.3 We do not certify Components as new, OEM-approved, CE-marked or UKCA-marked.

28.4 We do not share customer data except where required by law.

28.5 Completion of Works Certificates, Pressure Test Certificates and warranty documentation relate solely to the component overhauled and do not certify the customer's wider system.

29. Governing Law, Jurisdiction and Acceptance of Terms

29.1 These Terms & Conditions are governed exclusively by the laws of the Bailiwick of Guernsey.

29.2 We do not submit to the jurisdiction of any foreign court. No claim, action or proceeding may be brought against us outside the Bailiwick of Guernsey, and no foreign judgment will be recognised or enforced against us.

29.3 Any dispute shall be subject to the exclusive jurisdiction of the Royal Court of Guernsey.

29.4 By submitting Parts or Components to us, the customer confirms they have read, understood and accepted these Terms & Conditions in full.

29.5 If any clause is found invalid, the remaining clauses remain in full force and effect.

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30. Intellectual Property

30.1 All overhaul methods, processes, documentation, photographs and branding remain our intellectual property. No rights are transferred to the customer.

30.2 We may photograph components before, during and after overhaul for documentation and quality control. These may be used anonymously for training, reference or marketing unless the customer objects in writing prior to overhaul.