

Atlas Bulk Carriers Ltd - Terms & Conditions

January 2014

In these conditions

"the provider" and "the supplier" means Atlas Bulk Carriers Ltd, its employees, agents, or sub-contractors.

"the customer" means the person or company requesting a service or supply from the provider.

1. These conditions shall apply to all contracts for the supply of the service by the provider to the exclusion of all other terms and conditions and shall apply where the context so permits for the benefit of the provider and the employees, agents, and sub-contractors of the provider as if they had been parties hereto.

2. The provider reserves the right to add to, alter, amend or withdraw any of these terms or conditions without notice. Any typographical, clerical, or other error, or commission in any sales literature, quotation, or price list, acceptance of offer, invoice, or other document or information issued by the provider shall be subject to correction without any liability on the part of the provider.

3. All requests for the service shall be deemed to be an offer by the customer to purchase the service pursuant to these conditions and the service is offered subject to availability.

4. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the provider and the customer.

5. The provider will use its best endeavours to comply with the customer's requirements but can accept no responsibility for failure to, or delay in providing a service which may be caused directly or indirectly by any circumstances beyond the provider's control, or any unforeseen or abnormal conditions, by any act or neglect on the part of the customer, and time shall not be of the essence of the contract, save as to payment by the customer for the service. The provision of the service may be wholly or partly suspended at the provider's discretion without liability on the part of the provider for any loss resulting from any suspensions.

6. The customer agrees in all cases:-

a) to provide and adequately maintain all necessary approach roads and sites for the purpose of the requested service

b) to rely on their own skill and judgement and to satisfy themselves as to the suitability of all approach roads, tracks, or grounds, for the purposes of the requested service, and to notify the provider at the time of ordering the service of any special requirements or conditions.

c) promptly on the arrival of the vehicle to accept delivery and provide any necessary directions and a suitable site.

d) to ensure that an authorised person is present at the time of arrival to sign for and acknowledge delivery of materials, provision of service, start of hire time, finish of hire time, and that any delivery or collection note signed by a person with apparent authority to do so shall be deemed to be signed by an authorised representative of the customer, and that where no such person is available to sign such proof of delivery within 10 minutes from the arrival of the lorry at the site, the provider's written confirmation of delivery shall be final and binding upon the customer.

7. Save where the customer has a previously approved credit account with the provider payment for the provision of the service shall be made in full by the customer to the provider prior to the delivery or provision of the requested service.

8. Where the customer has an approved credit account the provider shall be entitled to invoice the customer promptly and the customer shall pay the invoice value within 30 days from the invoice date. Invoice queries must be raised within 10 days following invoice date. It is the customer's responsibility to check statements for any missing invoices and this is not acceptable to delay payment. Quality and quantity will not be negotiable after signature for acceptance, or after 24 hours following signature of acceptance.

9. The customer agrees that in the event that the provider's account is unpaid in accordance with the terms hereto, the provider may return to the customer any waste for which payment has not been received, or a quantity of waste which is in the reasonable opinion of the provider similar thereto and the provider shall for such purpose be entitled to enter upon any premises of the customer or any third party from whom waste was

collected for such purposes and to deposit such waste thereon. The provider will retain title to any materials supplied until full payment has been received for the materials and retains the right to remove any materials which have been supplied and for which payment has not been received in accordance with the terms hereto, and for such purpose shall be entitled to enter upon the premises where the materials were delivered.

10 Where the driver or provider is requested or directed to a site which is off the highway, or where vehicle movement involves the passage over gratings, drains, roads, pavements, forecourts, yards, asphalt areas or any like areas the provider shall not be liable for any damage howsoever caused whilst the vehicle is off the highway other than as shall be caused by negligent driving on the part of the driver. The customer will in addition compensate the provider for any damage to the vehicle arising due to being requested to drive off the highway which is not due to negligence on the part of the driver. The provider cannot accept responsibility for sinkage or ground movement whilst off the highway under instruction from the customer.

11 The customer shall ensure that any necessary permissions or permits for the delivery of materials or collection of waste to or from site have been obtained and are valid at the appropriate time. Permission for access through width-restricted or weight-restricted highways necessary for the provider's vehicle must be obtained by the customer when appropriate. The customer must accept liability for any penalties unavoidably incurred by the provider while reasonably performing the requested service, for example when a grab tipper can only load whilst on a restricted or prohibited area.

12 The standard time allowed for delivering materials or collecting waste to or from a site is 15 minutes. If the vehicle is kept waiting longer than this after arrival the customer shall be liable for reasonable demurrage. Waiting time for eight wheel tippers is chargeable at a rate of £50 per hour or proportion thereof. The standard time allowed for grab tippers to load is 30 minutes and extra time is chargeable at a rate of £60 per hour or proportion thereof.

13 The customer shall ensure that a consignment transfer note is signed by an authorised signatory declaring the waste type, and that the waste is accurately described when completing the transfer note. Where the waste type does not conform to the description as specified when the order was placed, extra charges may be applied depending on the nature of the waste. To reduce extra costs we advocate the separation of waste types on site prior to collection by our vehicles. Inert waste should be separated from mixed builders' waste (plasterboard/wood/packaging etc) otherwise additional charges will be incurred.

14 The customer shall take all reasonable precautions to ensure that the provider's vehicles are not overloaded and the driver's advice regarding this should be respected. Overloaded vehicles are illegal, can be dangerous, and also incur higher charges at landfill sites, and our drivers are instructed to refuse to take loads which they consider to be in excess of their legal maximum carrying capacity. The provider does not accept any liability for any additional costs incurred by the customer due to the refusal by the provider's driver to take an overweight load from site.

15 Governing Law - These conditions and any contract to which they apply shall be governed and construed by the laws of England.