



LEINSTER ENVIRONMENTALS

TERMS & CONDITIONS

It is a condition of this contract that the Customer agrees to be bound by the Terms and Conditions of Sale of Leinster Environmentals (UK) Ltd (Hereinafter referred to as The Company) A partial list of these terms and conditions is listed below. A full list of terms and conditions is available upon request.

1. All goods remain the property of The Company until paid for in full
2. Payment terms as described in the contract shall be strictly enforced. Where payment terms are not adhered to as detailed in the contract The Company reserves the right to sell the contracted goods to an alternative Customer. In such circumstances the original Customer shall forfeit any prepayment made, shall not be compensated, and shall be liable for any costs of losses incurred by The Company
3. Where applicable, all prepayments must be received by The Company within 7 days of the date on the original contract. The Company reserves the right to impose a 10% surcharge for every week of delay, or to sell the materials elsewhere. In such cases the Customer shall be liable for any costs of losses incurred by The Company.
4. Time for delivery is given as accurately as possible but is not guaranteed and is dependent upon prompt receipt of all necessary information, final instructions, approvals and prepayments (where agreed) from The Customer. Where delivery is delayed due to failure by The Customer to supply such information in a timely manner, The Customer shall pay all costs and expenses, including storage, incurred by The Company
5. The Customer shall have no right to damages or to cancel the contract for failure to meet any delivery date.
6. The Company shall not be held liable for any detention and/ or demurrage charges which may be incurred due to a delayed receipt of payment from the Customer thereby resulting in a delayed release of cargo
7. The Company can provide no guarantee in respect of the purity of the materials it supplies. All materials are sold subject to admixture. No damages, claims or charges will be accepted for any costs, charges or damages incurred by The Customer as a result of the contamination of materials supplied by The Company
8. The Customer is responsible for testing and examining the goods upon delivery to ensure that they are suitable and fit for any purpose for which The Customer intends to use said goods, and that the goods delivered do not contain any contamination or extraneous material likely to cause damage to The Customers property or to have an adverse effect on The Customers processes or products
9. Any complaint relating to the quality of the goods delivered under this contract shall be notified to The Company in writing within 7 days of the consignment arriving at the agreed point of delivery and the Customer shall afford The Company or their agents reasonable facilities for examining the goods before they have been disposed of, or treated, or cut, or in any way altered. If a complaint is not made to the Company as described the goods shall be deemed to be in all respects in accordance with the contract and The Customer shall be bound to pay for same accordingly.
10. Materials supplied by the company are not suitable for use in the production of products likely to come into contact with food.
11. All shortages and or breakages must be notified to The Company in writing within 28 days of the consignment arriving at the agreed point of delivery.
12. Any complaint or complaints in respect of goods delivered under this contract shall not be a ground for withholding payment of accounts and shall not give any right to set off payment due to the company



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- 13.** The Company reserves the right to deliver more or less than the quantity set out in the contract by up to 10% and The Customer shall pay for entire quantity delivered
- 14.** All bank charges outside of Ireland shall be covered by the Customer
- 15.** The Company shall be entitled to charge interest at the rate of 2.0 per cent per month on any overdue account.
- 16.** In the event of the cargo being unclaimed at the point of destination as defined by this contract and as defined by Incoterms, The Customer shall be responsible for all penalties and charges which result
- 17.** The Customer must hold all necessary licenses and / or permits to import, transport and/or process materials as required under their local legislation. These licenses and/or permits shall be available to the Company to inspect upon request. The Company shall not be liable for any costs incurred due to the Customer not holding any required licenses and / or permits
- 18.** As required by EU law the Customer must provide The Company with the final recovery address and the necessary license and/or permit required to operate this facility upon request
- 19.** Where a contradiction occurs between The Company's Conditions of Sale and The Customer's Condition of Purchase, The Company's Condition of Sale shall be final
- 20.** These conditions and the contract shall be subject to and construed in accordance with the laws of the Republic of Ireland. The Customer submits to the jurisdiction of the Irish Courts of Law
- 21.** As per Article 18, Section 2, of the waste Management (Shipments of Waste) regulations 2007, it is a condition of this contract that where the shipment of waste or its recovery cannot be completed as intended or where it has been effected as an illegal shipment, that it is the duty of the person who arranges the shipment or, where that person is not in a position to complete the shipment of waste or its recovery, the consignee, to:
 - a.** take the waste back or ensure its recovery in an alternative way; and
 - b.** provide, if necessary, for its storage in the meantime.
- 22.** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.
 - The number of arbitrators shall be one.
 - The seat, or legal place, of arbitration shall be Dublin, Ireland.
 - The language to be used in the arbitral proceedings shall be English
 - The governing law of the contract shall be the substantive law of the Republic of Ireland

Please confirm the above by your stamp and signature and return by fax/email.

James Loughran
Managing Director

James Loughran



Name: _____

Sign: _____

Stamp or Company Name:



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