

# CONDITIONS OF SALE and/or HIRE

## 1) GENERAL

In these Conditions of Sale and/or Hire, the expression "The Company" shall mean PADRAIG THORNTON WASTE DISPOSAL LTD and/or THORNTONS RECYCLING of Parkwest Business Park, Dublin 12. All contracts made with the Company shall be deemed to incorporate these terms and conditions: no variation or addition to them shall form part of any contract unless specifically accepted by the Company in writing and they shall over-ride and take the place of any other terms and conditions in any document or other communication used by the buyer in concluding the Contract with the Company. "Customer" means the person, firm, company, corporation, public authority or body to whom the Company supply equipment on hire.

## 2) PAYMENT

- (a) The price of the goods or service provided shall be the price ruling at the time of dispatch.
- (b) In the case of waste disposal/skip hire, the normal hire period is three days. The Company reserves the right to charge extra for any period exceeding this. The rate shall be the daily hire charge applicable at the time.
- (c) If any sum owed by the customer to the Company should be overdue for payment The Company may withhold any goods or services due for dispatch to the customer under any contract without prejudice to the Company's rights and the customer's liability under such a contract.
- (d) In the case of all goods hired to other than Account Holders with the Company the hire price will be payable upon delivery of the hired goods to the customer.
- (e) The Company's terms of payment are full settlement within 30 days of the date invoice, unless specifically stated otherwise. The customer shall not be entitled to withhold payment to the Company on the grounds of a claim or counterclaim. In the event of delay in payment beyond such period the Company may at its discretion charge interest at the rate of 2% per calendar month from the date of invoice to the date of payment.
- (f) The Company reserves the right not to collect hired goods (including in particular, waste disposal skips and containers) until full payment has been received by the Company of the hire price. In the case of delay in collection caused by failure to make full payment, further hire charges will be levied at the Company's normal daily hire rate for such goods.
- (g) No forbearance or indulgence by the Company shown or granted to the customer shall in any way effect or prejudice the rights of the Company or be taken as a waiver of the terms of this or any other clause in these conditions.

## 3) RETENTION OF TITLE

The property in the goods/equipment shall remain vested in the company and shall not pass to the customer until the customer has made payment in full of the purchase price.

## 4) DELIVERY

- (a) The time quoted for the delivery of goods, whether for purchase or hire, shall not be the essence of the contract, and the Company shall not be liable for any loss, injury, damage or expense consequent upon any delay in delivery of the goods or services.
- (b) Should the Company be delayed in or prevented from making delivery of the goods or services due to war, strikes, lock-outs, fires, floods, explosion, labour disturbances, trade disputes or shortages in raw materials or due to any other cause what so ever beyond the control of the Company, the Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage arising therefrom.
- (c) The Company shall not be liable for any damages, discrepancy or shortage in the goods sold or hired unless the customer notifies both the Company and the carrier within 48 hours of the time of delivery of goods.
- (d) In the case of waste disposal/skip hire, the Company shall so far as practicable notify the approximate time of delivery of the skip. The customer will in all cases indicate either in advance or at the time of delivery, the location and site where delivery is desired and in default of such indication, the Company shall deem most suitable and convenient, but without any liability or responsibility to the customer or any third party arising out of the Company's choice of such location of delivery.
- (e) The Company at all times reserves the right to refuse delivery of the goods at any particular location where in the opinion of the Company, a danger risk will be created thereby, being in particular, a risk of danger or injury to third parties.
- (f) The Company reserves the right to refuse delivery to site where any such delivery would be contrary to any law or bye-law in force.
- (g) The Company reserves the right at the date of creation of any contract for hire, to require prior sight of a suitable public liability insurance policy indemnifying the hirer in respect of any third party claims that may arise out of the use of the goods on hire by the hirer.
- (h) The company will endeavour to obtain a signature from the customer for all services. Where a customer or his agent are not available to give a signature and

the service is completed as requested by the customer, the customer will be responsible for payment of the service invoice within the payment terms.

## 5) DUTIES OF HIRER/CUSTOMER

- (a) The buyer and/or hirer shall not rely upon any representation concerning any goods supplied unless the same shall have been made by the Company in writing.
- (b) The Company shall be under no liability for any loss or damage however arising, resulting from the use of conversion of the goods by the buyer, and the buyer shall indemnify the Company in respect of any claim by a third party for loss or damage resulting as aforesaid.
- (c) The customer will use waste disposal skips and containers only for the disposal of suitable materials under the European Communities (Toxic Dangerous Waste) Regulations 1982, and will not deposit hazardous or toxic waste in the said skips and/or containers.
- (d) The customer shall not overload any such skip or container and the Company reserves the right to refuse to remove or collect such skip or container in the event of overloading or for the other good reason and decision of The Company shall be final in this regard.
- (e) The customer will have full liability and responsibility for the hired goods until collected by the Company regardless as to whenever collection takes place. In the case of waste disposal skip hire it is the customers responsibility to inform the Company when the skip is full.
- (f) The Company shall have the right to remove hired goods including waste disposal skips and/or containers without prior consultation with the hirer/customer, and without liability arising out of the same, save that the Company will reimburse to the hirer/customer the proportion of hire charge relating to the period of such early collection.
- (g) The customer shall be responsible for giving proper notice in writing to the Company's employees and agents of any special site conditions and safe working procedures in any way affecting the discharge of the Company's obligations under this contract and shall be responsible for the proper supervision of loading and/or collection of waste into the equipment. The Company reserves the right to refuse to place at risk any person, vehicle, equipment or property.
- (h) The customer shall be wholly responsible for the safety of all persons (including the employees and agents of the Company) within the curtilage of the customer's premises.
- (i) The customer shall bear all risks involved in connection with the siting and use of the equipment and failure to comply with any of the customer's obligations in these Waste Specification terms of service. The customer shall indemnify the Company against all proceedings and claims for any loss, damage, personal injury, or loss of life arising from any of the customer's undertakings and obligations under this contract how so ever caused.
- (j) The customer shall not burn anything in the equipment nor place any marking on, nor sublet nor part with possession of any equipment and shall be responsible to the Company for any loss or damage to the equipment (other than ordinary wear and tear) and for the cost of repairs and expenses resulting from the customer's failure to take reasonable care of the same.
- (k) Where the equipment is placed (whether by the Company on the customer's instructions or otherwise) on a highway footpath (whether public or private) or any public place, the customer shall be absolutely responsible for obtaining all necessary permissions and licenses (including those under the Highways Act) and for ensuring observation of the terms and conditions thereof.
- (l) The Company shall not be liable for any damage to surfaces, manholes, walls or property, caused by Company vehicles or equipment while on the buyer's premises and the buyer will indemnify the Company in respect of a claim by a Third Party for loss or damage resulting as aforesaid.

## 6) NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- (a) The customer shall have full responsibility for the care, safekeeping and return in good order of the equipment.
- (b) The customer will pay to the Company all costs incurred in rectifying any equipment returned damaged or unclean. Additionally the customer will pay the financial loss until such rectification is complete.
- (c) Where the equipment is lost, stolen, or damaged beyond economic repair, the customer will pay the full replacement cost and will also pay for the financial loss until such replacement is complete. This is without prejudice to our other rights.

## 7) RIGHTS OF ACCESS

The customer authorises the Company to enter any land or premises where we reasonably believe equipment to be, in order to inspect, repair, replace or repossess it.

## 8) LAW

These conditions shall be construed in accordance with and governed by Republic of Ireland Law.