

# TERMS & CONDITIONS

201804 - effective 1 apr 2018

**Scope**

THE TERMS "US", "WE", "OUR" REFER TO GREENSLEY LIMITED, 13 HARCOURT STREET, DUBLIN D02RK31, IRELAND. THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL BUSINESS TRANSACTIONS WITH US.

**Incoterms**

INCOTERMS 2010 APPLY

**Weight**

METRIC TON IS DEFINED AS MT

**Deposits**

DEPOSITS RECEIVED FROM OUR CUSTOMERS ARE NON-REFUNDABLE.

**Ownership**

GOODS CHANGE OWNERSHIP WHEN PAID FOR.

**Title and risk**

TITLE AND ALL RISKS OF LOSS, DAMAGE OR DESTRUCTION RESPECTING THE SAID PRODUCT DELIVERED SHALL PASS TO OUR BUYER AT THE TIME OF DISCHARGE OF THE SAME FROM THE LOADING DEVICES INTO THE VESSEL AT DEPARTURE PORT, OR IN CASE OF DISCHARGE OF THE SAME FROM THE LOADING DEVICES INTO THE TRUCK AT LOADING LOCATION.

**Recycling (Europe)**

IN CASE OF GOODS ORIGINATING FROM EUROPE AND DESTINED FOR RECOVERY, WITHIN OR OUTSIDE EUROPE, EU REGULATIONS 1013/2006 - 1418/2010 APPLY (WASTE SHIPMENT REGULATION, "WSR"). AN ADDITIONAL RECYCLING CONTRACT BETWEEN SCRAP GENERATOR (END CONSIGNOR) AND SCRAP RECOVERY PLANT (END CONSIGNEE) MUST BE SIGNED IN ADDITION TO OUR SALE AND PURCHASE CONTRACT, PURSUANT TO ARTICLE 18 WSR.

**Force majeure**

BOTH PARTIES TO THE SALE AND PURCHASE CONTRACTS WILL BE EXONERATED FROM THEIR OBLIGATIONS IN THE CASE OF THE OCCURRING OF FORCE MAJEURE. FORCE MAJEURE IS INTERPRETED PURSUANT TO THE PROVISIONS OF ICC. THE PARTY WHOSE PERFORMANCE IS PREVENTED BY A FORCE MAJEURE EVENT MUST NOTIFY THE OTHER PARTY WITHIN 7 (SEVEN) DAYS OF THE EFFECTIVE DATE OF OCCURRENCE AND WHICH NOTICE IS TO BE CONFIRMED BY A PUBLICLY KNOWN SOURCE. FAILURE TO SUBMIT SUCH A NOTIFICATION WILL PREVENT THE PARTY'S EXONERATION FROM PERFORMING THE CONTRACTUAL OBLIGATIONS PURSUANT TO THE SAID FORCE MAJEURE EVENT. SHOULD THE DELAY CAUSED BY A FORCE MAJEURE EVENT LAST FOR MORE THAN 1 (ONE) MONTH; THE PARTIES WILL ATTEMPT TO AGREE ON MEASURES TO ALLOW THE CONTRACT TO CONTINUE. SHOULD SUCH AN AGREEMENT NOT BE REACHED WITHIN 30 (THIRTY)

DAYS FROM THE DATE OF THE CERTIFIED FORCE MAJEURE EVENT, THE PARTIES ARE ENTITLED TO TERMINATE THIS CONTRACT. THE FORCE MAJEURE EVENT DOES NOT EXONERATE THE BUYER FROM PAYING FOR THE GOODS ALREADY DELIVERED.

**Quantity and quality claims**

IN CASE OF QUANTITY OR QUALITY DISCREPANCY, CLAIMS SHOULD BE SETTLED AMICABLY. OUR BUYER SHOULD FILE A CLAIM WITHIN SEVEN DAYS AFTER THE ARRIVAL OF GOODS AT DESTINATION PLACE. ONLY CLAIMS IN WRITTEN FORM BUNDLED WITH OFFICIAL CLAIM REPORT INCLUDING PICTURES, WEIGHT TICKETS AND CLEAR DESCRIPTION OF THE COMPLAINT WILL BE TAKEN IN CONSIDERATION. CLAIM AMOUNT PER MT CANNOT EXCEED THE ORIGINAL INVOICE AMOUNT PER MT. UPON CLAIM ACCEPTANCE WE CAN EITHER CREDIT THE CORRESPONDING AMOUNT OR REPLACE THE GOODS OF THE ACCEPTED CLAIM QUANTITY AT OUR DISCRETION.

**General**

SALES ARE SUBJECT TO IRISH LAW. CONTRACTS ARE IN ENGLISH LANGUAGE. IN CASE OF CONTRACTS TRANSLATIONS IN MULTIPLE LANGUAGES, THE ENGLISH VERSION PREVAILS. ELECTRONIC SIGNATURES ALLOWED. EMAIL TRANSMISSIONS ALLOWED. CONTRACT MODIFICATIONS IN WRITING ONLY. FOR ALL THE CONDITIONS WHICH ARE NOT REGULATED IN CONTRACTS, AS PER ICC. ANY DISPUTE ARISING WITH US WILL BE SOLVED AMICABLY. IN CASE OF FAILURE TO REACH AN AGREEMENT ICC RULES AND REGULATIONS TO BE APPLIED AND COURT PLACE IN DUBLIN.

**European Union: eIDAS regulation**

OUR CUSTOMERS AND SUPPLIERS ARE REQUESTED TO SIGN A CONTRACT AFTER CLICKING ON A LINK IN THEIR EMAIL. THIS IS A LEGAL ALTERNATIVE TO, FOR EXAMPLE, HAVING THE CONTRACT PRINTED SIGNED AND SCANNED. DUE TO THE ADDED DOCUMENTATION, THE FACT THAT THE CONTRACT CANNOT BE CHANGED DURING THE ENTIRE PROCESS, AND THAT THE SIGNED CONTRACTS ARE AUTOMATICALLY STORED IN ONE THIRD PARTY PLACE, IT'S OFTEN A MORE SECURE ALTERNATIVE TO MANY CONVENTIONAL PRACTICES. PLEASE SEE <https://signrequest.com/en/legality/>

**European Union: GDPR**

DETAILS OF OUR PROSPECTS, CUSTOMERS AND SUPPLIERS ARE STORED AND USED BY US IN COMPLIANCE WITH THE EUROPEAN GENERAL DATA PROTECTION REGULATION (GDPR). PRIVACY NOTICE IS AVAILABLE ON WEBSITE WWW.GREENSLEY.EU