

# HIGGINS ENVIRONMENTAL SERVICES LTD

(Herein after referred to as the "Company")  
TERMS & CONDITIONS OF SALE AND/OR HIRE

## 1. General

All contracts made by the Company's 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.

## 2. Payment

(a) The price of the goods or service provided shall be the company's price ruling at the date of dispatch. The Company reserves the right to alter prices as necessary.

(b) If any sum owed by the buyer to the Company should be overdue for payment, the Company may withhold any goods or services due for dispatch to the buyer under any contract without prejudice to the Company's rights and the Buyers liability under such contract.

(c) In the case of all goods hired, the hire price will be payable upon delivery of the hired goods to the customer.

## 3. Delivery

(a) Should the Company be delayed in or prevented from making delivery of the goods or services due to war, strikes, lock-outs fire, floods, explosion labour disturbance trade disputes or shortages in raw materials or due to any other Cause whatsoever 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 there from.

(b) The Company shall not be liable for any damages, discrepancy or shortage in the goods sold or hired unless the buyer notifies both the company and the carrier within 48 hours of the time of delivery of the goods.

(d) 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 or risk will be created thereby, being in particular a, risk of danger or injury to third parties.

(e) The Company reserves the right to refuse delivery to any location or site where such a delivery would be contrary to any law or bye-law in force.

(f)The Company reserves the right at the date or creation of any contract for hire, to require prior production and sight of a suitable public liability insurance policy indemnifying the hirer respect of any third party claims may arise out of the use of the goods on hire by the hirer.

## 4. Duties of Hirer/Customer - Damage to Equipment

(a) The buyer or hirer as appropriate will be liable to take all reasonable care of equipment shall be liable for any damage howsoever caused to the equipment arising from the loss, neglect or default caused by the buyer/hirer or their agents.

b) 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.

(c)The Company shall be under no liability for any loss or damage however arising, resulting from the use or 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.

(d) The customer will use wheelie bins and containers only for the disposal of suitable materials, and will not seek to deposit hazardous or toxic waste in the said bins and/or containers.

(e) The customer shall not overload any such bin or container and the Company reserves the right to refuse to remove or collect such bin or container in the event of overloading or for other good reason, and the decision of the Company shall be final in this regard.

(f)The customer shall have full responsibility for insuring that hired goods are adequately lit during lighting-up hours, and that they shall not pose a hazard or danger to any Third Party.

## **5. Indemnity**

The hirer/customer shall be responsible for all expenses involved arising from any breakdown and all loss or damage by the Company due to the hirer's negligence, misdirection or misuse of the plant, whether by the user or his servants and for the payment of hire at the appropriate idle time rate during the period the plant is necessarily idle due to such breakdown, and the hirer shall be responsible for any liability arising out of the positioning and/or use of the said goods during the period of hire.

## **6. Retention of Title Clause**

(a) Notwithstanding delivery, the property and goods intended to be sold shall remain with the Company until payment for the goods has been received in full.

(b) Notwithstanding (a) above, the risk in the goods shall pass to the buyer upon hirer delivery (i.e. Ex works or as otherwise specified in the contract),

(c) The Company shall not be liable for any damage to surfaces, manholes, walls or property, caused by the Company vehicles or equipment while on the buyer's premises and the buyer will indemnify the Company in respect of any claim by a Third Party for loss or damage resulting as aforesaid.

## **7 Law**

These conditions shall be construed in accordance with and governed by Irish Law'