

Standard Terms for Equipment Recovery and Recycling of Flexitanks and Insulation liners

1 **Definitions**

- 1.1 "Company" shall mean J F Hillebrand Group AG of Carl-Zeiss Strasse 6, Postfach 100254, 55129 Mainz Hechstheim, Germany and any subsidiary, affiliate or associate company by whom or on whose behalf the Services are provided but excludes third parties acting solely as Agents for JF Hillebrand
- 1.2 "Customer" shall mean any Person at whose request the Company provides Services
- 1.3 "Cargo" shall mean any commodity placed inside the Flexitank or Insulation liner also called Vinliner and not owned by the Company
- 1.4 "Flexitank" shall mean any Flexitank manufactured and supplied by the Company
- 1.5 "VinLiner" shall mean any VinLiner product manufactured and supplied by the Company for the protection of the Cargo against thermal shock, relative humidity or potential cross contamination
- 1.6 "Container Lining Material" shall mean any type of lining material, plastic, foil, cardboard or otherwise, used to line the inside of the container
- 1.7 "Residue" shall mean any Cargo remaining inside the Flexitank upon completion of the Customer's discharge procedure

2 **Application**

- 2.1 These Standard Terms shall only apply where the Customer has requested, and the Company have agreed to provide, Disposal Services relating to a Flexitank or VinLiner provided by the Company
- 2.2 If the services provided are subject to any compulsorily applicable local legislation, regulations or directives then these Standard Terms shall be read subject to such local legislation, regulations or directives
- 2.3 Insofar as any Clause or sub-clause of the Standard Conditions is held by a Court to be contrary to any compulsorily applicable legislation, regulation or directive or otherwise judged by a Court to be unlawful, void or unenforceable such clause or sub-clause shall, to the extent necessary, be severed from these Standard Conditions and rendered ineffective without modifying or otherwise affecting the remaining provisions of these Standard Conditions

3 **Acceptance**

- 3.1 Each confirmation by the Customer to accept the Disposal Services being offered by the Company shall be an acknowledgement of these Standard Conditions and that the Services being provided by the Company will be subject thereto

4 **Acceptance**

- 4.1 The service being provided by the Company relates solely to the collection of the Shipping Container and Flexitank, or VinLiner, from the Customer, together with any residue left inside the Flexitank upon completion of the discharge operation. The Bulkheads (2) and any Heater Pad systems remain the property of the Company at all times and therefore do not fall within the scope of these Standard Terms
- 4.2 The Customer undertakes to ensure that, subject to any local agreement in writing, there is a maximum of not more than 50 Litres of residue left in the Flexitank upon completion of the discharge operation. In the event that the amount of residue exceeds this limit then the Customer agrees to pay any additional costs which may be incurred by the Company to dispose of same.
- 4.3 The Company retains the right, in the event that the Customer does not request the return of the residue, to either sell or dispose of the residue and the Flexitank using their own facilities OR to utilise the services of a Third Party.

- 4.4 In the event that the Company utilises the services of a third party to dispose of the residue and recycle the Flexitank then it is agreed that the Company are acting as an Agent for the Customer and will disclose the contents of the relevant MSDS sheet, as provided by the Customer or Seller, to the Third Party
- 4.5 Where the Company is acting as an Agent for the Customer, they undertake to utilise the services of an Authorised and/or Licensed Third Party whenever possible in recognition of the "Basel Convention"
- 4.6 Where the Company utilise their own facilities to dispose of the residue and Flexitank then the Customer agrees to transfer the ownership of the discharged Flexitank to the Company upon collection from the Customer. The Company may dispose of or recycle the flexitank by whatever means it deems suitable under it's own rights and responsibilities.
- 4.7 The Customer further agrees that ownership of the residue will not be transferred to the Company and that they, the Customer, retains ownership and responsibility for the residue and the costs associated with the handling and recycling of the residue at all times.
- 4.8 Where the Customer requests the return of any residue the Company will endeavour to collect same, if it is viable to do so, and return the residue in any suitable receptacle but does not guarantee either the amount or condition of the returned Cargo