

AV DAWSON

TERMS & CONDITIONS OF BUSINESS - EXPLANATION

INTRODUCTION

This document is a non-legally binding explanation of some of the provisions of our Terms and Conditions of Business (**Terms**), which can be found at <https://www.portofmiddlesbrough.com/terms-conditions/>. This document does not form part of any contract, agreement, arrangement or understanding between us and is not intended to have any contractual force and/or effect. This document does not form part of the Terms. This document is not meant to be exhaustive and, for the avoidance of any doubt, does not provide an explanation of **all** elements of the Terms or, indeed, the contract between us. Reading this explanation is **NOT** a substitute for you fully reviewing the Terms and the contract between us before you enter into that contract.

If you have any questions on the Terms or the contract between us please contact us to discuss this further. We always recommend that you take appropriate legal and other professional advice before entering into any contract with us so you fully understand your obligations, rights and responsibilities.

THE CONTRACT

Our Terms form part of a legally binding contract between you, our customer, and us, as the supplier of certain goods and/or services and/or the hire of certain equipment and/or personnel to you. Our quotation that is issued to you also forms part of that contract as does, in certain cases, certain standard industry terms depending on the nature of the goods, services, equipment and/or personnel that is/are the subject matter of the contract (see clause 2.7 of the Terms for more details in this regard). The contract between us comes into effect in accordance with clause 2.2 of the Terms.

GOODS/SERVICES/EQUIPMENT/PERSONNEL

If the contract between us involves the supply of goods:

- Clause 4 of the Terms sets out provisions relating to the delivery of the goods;
- Clause 5 of the Terms sets out provisions relating to when you will own the goods and when the goods will become your responsibility; and
- Clause 9.1 sets out your responsibilities in relation to the supply of the goods.

If the contract between us involves the supply of services:

- Clause 6 of the Terms sets out provisions relating to the provision of the services; and
- Clause 9.1 and 9.2 set out your responsibilities in relation to the supply of the services.

If the contract between us involves the hire of equipment;

- Clause 7 of the Terms sets out provisions relating to the hire of the relevant equipment; and
- Clause 9.1 and 9.3 of the Terms set out your responsibilities in relation to the equipment hired from us.

If the contract between us involves the hire of personnel:

- Clause 8 of the Terms sets out provisions relating to the hire of the relevant personnel; and
- Clause 9.1 and 9.4 of the Terms set out your responsibilities in relation to the personnel hired from us.

You should note that, in accordance with clause 9.6 of the Terms, if our performance of any of our obligations under the Terms or the contract between us is prevented or delayed by you, we can, amongst other things, suspend performance of our obligations and we are not liable for any costs or losses you sustain as a result of our failure or delay. In such an event you must also reimburse us for all costs and losses incurred by us because of your default.

PRICE AND PAYMENT

The price and payment terms applicable to the contract between us are set out in our quotation and clause 10 of the Terms. You should particularly note the provisions of clause 10.15 which set out various conditions, exclusions and exceptions to our quoted prices, further details of which can be found below (see – “Other important terms”). You should note that our payment terms are 30 days from the date of our invoice.

LIMITATION OF LIABILITY AND INDEMNITIES

Your attention is particularly drawn to clause 13 of the Terms within which we seek to exclude and/or limit our liability arising under or in connection with the contract between us. We recommend that you review this clause in full before entering into the contract. In general terms, clause 13.2 states that:

- **we are not liable for indirect or consequential losses;**
- **we are not liable for anything caused by you or your instructions; and;**
- **all of our other liability is limited to any liability limit set out in any industry standard terms that are applicable OR, if no industry standard terms are applicable, the amounts stipulated in clause 13.2.3 are applicable.**

The above is subject to the exclusions set out in clause 13.1 of the Terms. You should note the Indemnities relevant to you in clauses 3.1, 6.6, 9.3.10, 9.3.12, 9.3.16 and 15 of the Terms.

TERMINATION

Each of our rights to terminate the contract between us are set out in clause 14 of the Terms and the consequences of such termination are also set out in that clause.

BREXIT

We have included a ‘Brexit clause’ in clause 18 of the Terms which you should note the terms of. We reserve the right to apply additional charges for any cancellations, demurrage, waiting time and storage that results from delays in customs clearances, and that have not been previously agreed in writing.

OTHER IMPORTANT TERMS

Finally, please note that by agreeing to the contract with us, you are acknowledging and agreeing that:

- the lease or licence to, or the grant of any other proprietary right or interest in, any property owned, leased or licenced by us to you is not subject to the Terms or our quotation but will be subject to a separate lease, licence or similar agreement agreed between us and you;
- all lifts are subject to LOLER regulations and the appropriate Health and Safety laws and regulations;
- all sale of goods, supply of services, hire of equipment and hire of personnel are subject to availability and in the event that any of the aforementioned are unavailable at any time, we may terminate the contract (or the relevant part thereof that is unavailable) with immediate effect by giving written notice to you or, if the unavailability is temporary, suspend performance of the contract until such time as the goods, services, equipment and/or personnel (as applicable) become available;
- our site is not a COMAH site and therefore is limited to the volume of hazardous products it can store on site at any one time;
- our standard operating hours are as stated at <https://www.portofmiddlesbrough.com/contact-us/> and unless otherwise agreed, all operations and activities to be undertaken by us will take place during those hours. Office opening times and standard operating hours vary by department.
- all specialised lifting gear required is to be provided by the shipper or will be for the shipper’s account and will not be our responsibility or cost;
- the cost of labour and material for lashing, dunnage and special lifting equipment is excluded from any price, charges, quotes or other amounts provided to you and shall be chargeable by us to you in addition;
- any price, charges, quotes or other amounts provided to you do not include any fees, charges or expenses levied by a third party in relation to the contract or the operations or activities provided under it (including, without limitation, conservancy dues on goods, conservancy ships dues and other vessel related charges) and such fees, charges and expense shall be either payable directly by you or paid by us and reimbursed by you;
- unless otherwise agreed, we will accept a maximum period of 40 minutes to complete delivery of any goods. If completion of the delivery takes longer than 40 minutes, AV Dawson reserves the right to charge additional fees and expenses to you;
- abnormal load costs, exclude removal / re-instatement of utilities, cables, pipes and all other street furniture, are subject to route survey;
- we can make additional reasonable charges to you for any cancellations, demurrage, waiting time and storage that results from any customer or other third-party delays, including delays in customs clearances, in connection with the contract between us;
- any operations or activities to be undertaken outside of our normal operating hours (see above) will result in additional fees and charges; and
- any price, charges, quotes or other amounts that include haulage, transport, handling or other onsite logistics services are based on the fuel price at the date provided in accordance with the monthly figures of the appropriate Fuel Index (Index) as specified by AV Dawson. We will issue to you a monthly written confirmation of any changes in fuel surcharge and the price, charge, quote or other amount shall be revised and then apply accordingly. We can change the identity of the Index at any time.
- vessel specifications must be provided to AV Dawson in order that it can assess vessel suitability. If not deemed suitable, the vessel and cargo may be declined or additional charges may apply.