

PORT OF TILBURY LONDON LIMITED

TERMS & CONDITIONS

Definitions

1. In these conditions unless the context otherwise requires “the Port” means the Port of Tilbury London Limited, “Supplier” includes the Supplier’s duly authorised assigns, “Goods” means the goods which are the subject matter of the order or any part of that subject matter and “service” means the service or services which are the subject matter of the order or any part of that subject matter.

Acceptance

2. On receipt of the official order form, the Supplier shall supply and deliver the goods or carry out the service ordered within the time specified in the order. The Port shall not be liable in respect of orders unless they are made on the official order form and are accepted by the Supplier within 14 days of the date of the order set out on the official order form.

Delivery

3. The Supplier shall deliver the goods properly packed and secured at his own risk, CARRIAGE PAID TO DESTINATION, or carry out the service between 9am and 4pm each week day (except Saturday) save as otherwise agreed at the Port’s department shown on the order, and within the time specified in the order. A duly signed document (delivery note, packing note, courier’s day sheet, service sheet etc) shall be authorised by an agent of the Port which shall represent acceptance of the goods or service, save damages. The property in the goods shall pass to the Port on receipt by the Port without prejudice to any right of rejection, which the Port have.

Quality

4. The goods or performance of the service must (as appropriate):
 - (i) Conform as to quantity, quality and description with the particulars stated in the order;
 - (ii) Be of sound materials and workmanship;
 - (iii) Be in accordance with the specification (if any), and be equal to any official samples or patterns exhibited;
 - (iv) Be capable of or be to any standard of performance specified in the order;
And
 - (v) If the purpose for which they are or it is required is indicated in the order either expressly or by implication, be fit for that purpose.

Examination and rejection

5. The Port may reject goods or services which in their opinion are found to be unsatisfactory on delivery or within a reasonable time after delivery or when performed. The Supplier shall remove rejected goods at his expense and risk immediately he receives notice of rejection. The Supplier shall within a reasonable time after the rejection notice unless the Port direct otherwise, replace the rejected goods with goods that are in accordance with the order or repeat the performance of the service in accordance with the order. If the rejected goods are not removed within a reasonable time after the rejection notice the Port may dispose of them as they think fit, and may charge the Supplier with their disposal expenses, or deduct them from moneys due, or to become due, to the supplier. The Port shall not be liable to the Supplier for any damage loss, cost or expense (however caused) incurred by the Supplier as a result of the Port’s disposal of rejected goods.

Testing and Analysing

6. The Port may test the goods or submit them for analytical examination. Expenses incurred by the port in connection with the test or examination of goods subsequently rejected shall be paid by the Supplier.

Failure to Deliver

7. The Port may buy goods from other sources in place of goods supplied or to be supplied by the Supplier or obtain the service elsewhere if: -
 - (i) The Supplier fails to deliver goods ordered by the Port or perform the service ordered within the time specified in the order, or
 - (ii) Goods delivered or the service performed by the Supplier are not satisfactory to the Port, or
 - (iii) The Supplier fails to replace rejected goods or repeat the performance of a rejected service in accordance with these conditions and any additional costs so incurred by the Port shall be paid by the supplier to the Port, or may be deducted from any moneys due or which may become

due to the Supplier, whether the goods brought from or the service provided by other sources shall be similar to or different from those ordered from the supplier.

Patterns

8. In relation to patterns, dies, drawings and similar material supplied by the Port, the Supplier shall:-
- (i) Not use them except for purposes in connection with the order;
 - (ii) Insure them against loss damage or destruction while in his possession;
 - (iii) Return them to the Port in good condition (fair wear and tear excepted) at his own cost and risk; and
 - (iv) Pay for any replacement or repair of them arising from any loss, damage, or destruction occurring while they are at the Supplier's risk.

Indemnity &c.

9. The Supplier shall indemnify the Port against all liability, actions, proceedings, claims, demands, losses, damages, costs and expenses whatever (including without limitation any in negligence in respect of personal injury to or death of any person or any injury or damage to any real or personal property) however arising (including costs and expenses incurred gratuitously or otherwise by the Port in indemnifying any servant or agent of the Port in respect of any action, proceeding, claim or demand brought or made against that servant or agent) whether directly or indirectly in respect of
- (i) The failure of the Supplier to comply with the terms and conditions of the order
 - (ii) The state and condition of the Port's premises during the performance of a service or the existence operation or use of any apparatus machinery substance or thing on the premises in connection with the service
 - (iii) Any infringement (actual or alleged) of any letters patent, registered design, design copyright, trademark, trade name or failure to pay royalties arising out of or incidental to the order or in any other way arising out of or incidental to the order.

Assignment

10. The Supplier shall not directly or indirectly assign or transfer the order, or any part of it, or any share or interest in it, without the Ports written consent.

Commissions &c

11. The payment of commissions fees or perquisites to employees of the Port is strictly prohibited, and any infringement of this rule by the supplier, his employees or agents will render him ineligible thereafter to tender for any of the Port's requirements.

Strikes, &c

12. If the Supplier is unable to supply goods or perform the service because of any circumstances beyond his control and gives the Port written notice of his inability, then subject to clause 13, the order shall be suspended until the inability ceases.

Contract Termination

13. Without prejudice to any right or claim of the Port, the Port may cancel the order or any part of it by 24 hours' written notice to the Supplier expiring at any time if the Supplier:-
- (i) is in breach of any term or condition of the order; or
 - (ii) (being a company) enters into liquidation (otherwise than for amalgamation or reconstruction) or has a receiver or an administrative receiver appointed; or
 - (iii) (being the individual) becomes bankrupt or has a receiving order made against him; or
 - (iv) makes or proposes any compromise or arrangement with the creditors or any of them.

Service of Notice

14. A notice to the Supplier shall be sufficiently served if left for or sent by post to him at his usual or last known place of business or residence.

15. The Supplier shall take every reasonable precaution to ensure that all persons employed by it to carry out a service are efficient, sober and honest and will not employ any person to whose employment reasonable objection is taken by the Port and shall ensure that all statutory provisions and requirements affecting the work to be carried out or the conduct of the suppliers employees or agents while on or in the vicinity of the Port's premises shall be complied with and that the work is carried out with as little inconvenience to the Port as possible and that any reinstatement of the premises is carried out promptly to the Port's reasonable satisfaction.

Health and Safety at Work etc Act 1974

16. Attention is drawn to the provisions of section 6 of the Health and Safety at Work etc Act 1974 which, inter alia, imposes upon suppliers of articles for use at work, the obligation to ensure that such articles are safe and without risks to health and to supply adequate information to ensure that such articles can be safely used.

Contractors Working on Port Premises

17. Suppliers are required when working on the Port's premises so to conduct their activities that equipment, working conditions and methods are safe and without risks to health for their own and the Port's employees, as well as for users of the premises and attention is drawn to section 3 of the Health and Safety at Work etc Act 1974.

The supplier is required to comply with the Port's publication "Safety Guidelines For Suppliers" and other relevant safety publications and to inform and instruct his employees accordingly. In particular attention is directed to paragraph 2.1 of the guidelines requiring prior consultation with the employing department. The Supplier must require any subsidiary Suppliers to work in accordance with the Port's safety guidelines and to inform and instruct their employees accordingly.

Satisfactory proof of Public and Product Liability (Minimum £5,000,000.00) and Employers Liability (Minimum £10,000,000.00) must be provided prior to any work commencing.