

Scope

THE TERMS "US", "WE", "OUR" REFER TO GREENSLEY LIMITED, 77 MERRION SQUARE SOUTH, DUBLIN D02 DH22, IRELAND. THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL BUSINESS TRANSACTIONS WITH US.

Incoterms

INCOTERMS 2020 APPLY FOR ALL OUR INTERNATIONAL TRANSACTIONS

Weight and packaging conventions

METRIC TON IS DEFINED AS MT. KILOGRAM IS DEFINED AS KG. CUBIC METER IS DEFINED AS CBM. BUCKET IS DEFINED AS BUCK. TRUCKLOAD, CONTAINER LOAD, OR INDIVIDUAL PACKAGES ARE DEFINED AS BOX.

Deposits

ANY DEPOSIT RECEIVED FROM OUR CUSTOMERS ARE NON-REFUNDABLE.

Ownership

GOODS CHANGE OWNERSHIP WHEN FULLY PAID FOR.

Title and risk

TITLE AND ALL RISKS OF LOSS, DAMAGE OR DESTRUCTION RESPECTING THE PRODUCT OR MATERIAL DELIVERED SHALL PASS TO OUR CUSTOMERS 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 AND SUBSEQUENT MODIFICATION 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 AND/OR PRIOR WRITTEN NOTIFICATION AND CONSENT PROCEDURE APPLIES, AS PER 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.

Warranty

ALL B2B SALES ARE WITH NO WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING, ALL PRODUCTS ARE SOLD ON "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING - BUT NOT LIMITED TO - THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MATERIALS AND PRODUCTS IS WITH OUR CUSTOMERS. SHOULD THE MATERIALS OR PRODUCTS PROVE DEFECTIVE, THE CUSTOMERS ENTIRELY ASSUME THE COST OF ALL

NECESSARY SERVICING, REPAIR OR CORRECTION. IN CASE OF OUR SALE OF PRODUCTS SUBJECT TO BOTH DISTRIBUTOR'S AND PRODUCER'S RESPONSIBILITY, OUR RESPONSIBILITY IS FULLY WAIVED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND CUSTOMERS SHALL SEEK ANY REMEDY DIRECTLY THROUGH THE PRODUCERS.

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 CANNOT EXCEED THE ORIGINAL INVOICE AMOUNT. UPON CLAIM ACCEPTANCE WE CAN EITHER CREDIT THE CORRESPONDING AMOUNT OR REPLACE THE GOODS OF THE ACCEPTED CLAIM QUANTITY AT OUR EXCLUSIVE DISCRETION.

Non competition

OUR CUSTOMERS AND SUPPLIERS ACKNOWLEDGE AND RESPECT OUR BUSINESS NATURE AS TRADERS. CONSEQUENTLY, ANY INFORMATION ON OTHER ENTITIES INVOLVED IN OUR SUPPLY CHAIN, INCLUDING BUT NOT LIMITED TO ORIGIN SUPPLIERS AND END USERS, ARE TO BE CONSIDERED AS CONFIDENTIAL INFORMATION AND PRIVILEGED IN OUR FAVOUR. OUR CUSTOMERS AND SUPPLIERS UNDERTAKE NOT TO CONTACT SUCH THIRD PARTY ENTITIES FOR COMMERCIAL REASONS NOR TO ENGAGE IN BUSINESS, EITHER DIRECTLY OR INDIRECTLY, WITH THEM

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 ALLOWED ONLY IN WRITING. FOR ALL THE CONDITIONS WHICH ARE NOT REGULATED IN CONTRACTS, AS PER IRISH LAW. ANY DISPUTE ARISING WITH US WILL BE SOLVED AMICABLY. IN CASE OF FAILURE TO REACH AN AGREEMENT THE EXCLUSIVE COURT PLACE IS IN DUBLIN.

Electronic transactions and signature

OUR CUSTOMERS AND SUPPLIERS MAY BE REQUESTED TO SIGN A CONTRACT BY CLICKING ON A LINK IN THEIR EMAIL. OUR CUSTOMERS AND SUPPLIERS ACKNOWLEDGE THE FULL VALIDITY OF ELECTRONICALLY CONFIRMED SALE AND PURCHASE ORDERS AS FULLY EFFECTIVE CONTRACTS BETWEEN THE PARTIES.

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). THE PERTAINING PRIVACY NOTICE IS AVAILABLE ON WEBSITE WWW.GREENSLEY.EU

Additional terms and conditions

ADDITIONALLY TO THE GENERAL TERMS IN THIS DOCUMENT, WHICH ALWAYS STAND AS A GENERAL RULE, MORE TERMS AND CONDITIONS MAY APPLY TO SPECIFIC PRODUCTS SOLD OR SERVICES PROVIDED., PLEASE SEE WWW.GREENSLEY.EU AND CLICK ON "TERMS" FOR THE COMPLETE AVAILABLE DOCUMENTS LIST AND DETAILS. ANY ACCEPTED SALE OR PURCHASE TRANSACTION WITH US EXPLICITELY MEANS ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THE ADDITIONAL ONES, WHERE RELEVANT.

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