

**The Grain Terminal (Ipswich) Ltd**  
Cliff Quay, Ipswich, Suffolk, IP3 0BG  
Telephone: (01473) 250461  
Fax: (01473) 233212

## **The Grain Terminal (Ipswich) Ltd**

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### **Terms and Conditions of Trading for bulk commodity storage**

The Grain Terminal (Ipswich) Limited ("the Company") operates storage facilities at Cliff Quay, Ipswich (the "Port"). These facilities are for transit and/or short-term purposes only and are intended to facilitate the import and export of bulk goods through the Port on behalf of the Company's customers ("Customers").

These Terms and Conditions incorporate the standard warehousing terms issued by the United Kingdom Warehousing Association, in the form current at the time of contract ("UKWA Terms"). A copy of the UKWA Terms, applying to any contract with a Customer, is available upon request and the Customer shall be deemed to be fully aware of the provisions and effects of the UKWA Terms. In addition, the following terms shall also apply and, in the event of any conflict between the provisions of UKWA Terms and the provisions of these terms and conditions, these terms and conditions shall prevail. If a Customer's purchase order or acceptance documentation contains terms which conflict with these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

#### **1. CUSTOMER'S OBLIGATIONS – IMPORTATION OF GOODS**

1.1 The Customer shall advise the Company of any special handling or storage requirements relating to the Customer's goods (e.g. organic status).

1.2 The name of the vessel, anticipated arrival date, berthing arrangements and cargo volumes shall be confirmed to the Company as early as possible and any changes advised without delay.

1.3 The Customer will be responsible for arranging or undertaking any quality sampling on unloading of goods and for appointing a superintendent. The Company does not (unless expressly agreed in writing) undertake quality sampling or check for insect infestation between unloading and storage of goods.

1.4 If the Customer requires discharge of goods from vessels outside of the relevant Port's usual hours, the Customer must arrange this expressly with the Company and the Port, and the Customer agrees to pay the Company's additional charges which may be agreed in respect of such overtime working. If rates are not expressly agreed, the Company's usual rates for such work shall apply.

1.5 The Customer acknowledges that loading or unloading outside of the Port's and/or the Company's normal operating hours requires the agreement of the Port and/or the Company and that further charges may become due to the Port and/or the Company as a consequence.

1.6 If the Company undertakes aeration of the Customer's goods in store, the Company will be entitled to charge for such aeration at such rates as are agreed between the Customer and the Company or, if no rates have been agreed, at the Company's usual rates charged for aeration of goods.

1.7 When the Customer wishes to uplift stored imported goods, the Customer shall promptly provide all information reasonably required by the Company, including (without limitation) accurate reference numbers for authorising release of goods to hauliers.

1.8 The Customer acknowledges that goods lose their identity when placed into storage with similar goods.

## **2. CUSTOMER'S OBLIGATIONS – EXPORTATION OF GOODS**

2.1 Where goods are being exported through the Port, the Customer shall ensure that the correct specification of the goods is notified in writing to the Company in advance of delivery to the Port to enable quality testing to be undertaken against the correct specification prior to placing in storage.

2.2 If the Company advises the Customer that goods delivered to the Company's facilities is outside the required specification, the Customer shall promptly notify the Company whether the Company should reject the goods on the Customer's behalf or accept them.

2.3 The Customer shall be obliged to appoint its own superintendent to supervise loading of the vessel upon export.

2.4 Unless otherwise agreed in writing, the Company does not undertake any quality sampling tests of goods being loaded onto vessels.

2.5 The Customer acknowledges that goods mixed with other goods in storage lose their identity.

## **3. CUSTOMER'S UNDERTAKINGS**

3.1 The Customer shall indemnify the Company against all loss, damage, cost, claims, demands and expenses incurred by the Company arising from any deterioration, infestation or contamination of any and all goods, including any belonging to a third party, arising from the conditions of or defect in the goods delivered to the Company's premises by the Customer, and in particular the Customer shall be responsible for all costs associated with fumigation, cleaning or other treatment, and any costs incurred in complying with the Company's or any statutory environmental and health and safety regulations.

## **4. COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES**

4.1 The Company excludes all liability whatsoever and howsoever arising to any third party (save in respect of death or personal injury caused by the negligence of the Company or its employees) other than to the Customer, and only then strictly according to the terms and limits of these Terms and Conditions.

4.2 The Company will take all reasonable care in the storage and handling of goods delivered to its' facilities, but will not be liable for:

4.2.1 losses or wastage of less than 0.25 per cent of the goods

4.2.2 any loss or damage arising from the unavailability of berths for vessels.

4.3 Vessels are accepted onto the berth on an arrival rotation basis subject to the vessel being fully ready and suitable in all respects for loading or discharge as applicable. The Company reserves the right, subject to any consent of the Company or other body managing the Port ("Port Authority") to alter this procedure at its sole discretion if deemed by the Company in the overall interest of the operational demands of the facility and/or if requested by the relevant Port Authority.

4.4 Whilst the Company will take all reasonable care in the sampling and analysis of goods, it is understood that in carrying out these operations the Company is acting in good faith and as agents of the Customer and cannot accept any liability for defective sampling or analysis of goods where any defect in the goods would not necessarily be apparent from the sampling actually undertaken by the Company or due to any error or omission of any third party laboratory or other third party engaged in the sampling or analysis process.

4.5 In addition to the limitations on liability contained above and in UKWA Terms, the following additional exclusions or limitations of liability shall apply:-

- 4.5.1 upon importation of goods, any defects in the quality of goods or any insect (or other) infestation or other damage to goods shall (for the purposes of any claim against the Company) be presumed to have been present in the goods prior to unloading if the Customer does not appoint a superintendent to supervise unloading at the Port but no contrary presumption shall arise if a superintendent is appointed.
- 4.5.2 if any loading or discharge equipment owned by the Port or other third party fails, the Company shall have no liability for any costs or losses caused by the delay arising from such equipment failure.
- 4.5.3 the Company shall have no liability for any costs or losses caused by the delay of hauliers employed by or on behalf of the Customer to collect imported goods nor in the event of a haulier being turned away from the Port due to unclean or unsuitable vehicles or defective paperwork.
- 4.5.4 the Company shall have no liability for any costs or losses incurred to the extent that such costs or losses are caused or exacerbated by the failure of the Customer to abide by these Terms and Conditions, UKWA or other terms deemed to be incorporated into, or implied by these Terms and Conditions.

## **5 CHARGES PAYMENTS AND LIEN**

5.1 The Company may terminate any Agreement upon the Customer committing any act of bankruptcy or having an administrator receiver or administrative receiver appointed, having a petition for winding up presented or passing a resolution for voluntary liquidation or entering into any composition with creditors, or if any payment due from the Customer to the Company is unpaid for twenty-one days or more after the due date, or if the Customer fails to collect goods on the due date or delivers faulty or infested goods to the Company's premises. In any such event, the Company may at its' discretion:

5.1.1 issue a demand for payment of all sums due from the Customer within a prescribed period whilst exercising a lien over the Customer's goods whether or not such goods are the ones to which the sums due relate; and/or

5.1.2 serve notice on the Customer requiring within a prescribed period the removal of any goods delivered by the Customer to the Company.

5.2 Should the Customer fail either to make payment and/or remove the goods within the prescribed period as set out in 5.1.1 and 5.1.2 above, then the Company may sell or otherwise dispose of the same in such manner and on such terms as it shall in its absolute discretion think fit and may defray any of its charges or expenses out of the proceeds of sale. Any charges or expenses not so defrayed shall be paid by the Customer. Any surplus on such sale after satisfaction of all costs charges and expenses of the Company shall be applied in satisfaction or reduction of the indebtedness of the Customer to the Company. Any balance remaining thereafter shall be handed over to the Customer but shall not carry interest.

5.3 The lien and power of sale conferred upon the Company by clauses 5.1 and 5.2 above shall apply notwithstanding that the Customer's goods may have been mixed with other goods of the same kind by the Company.

5.4 The Company's charges for loading and discharge are based on vessels being grain fitted, self trimming, single deck bulk carriers with unobstructed and freely accessible box-type holds with mechanically operated steel hatches suitable for grab discharge or spout trimming, as applicable. Trimming to be done in accordance with the usual custom of the Port, with any additional trimming to be for the Customer's account.

## **6 PORT TERMS AND CONDITIONS**

6.1 The Customer hereby undertakes to comply and to procure the compliance of employees, sub-contractors and hauliers with the terms and conditions of the Port and any regulations or bye-laws applying within the Port and the Customer shall indemnify the Company in respect of any costs, expenses, damages, fines and penalties levied upon or incurred by the Company as a result of a breach of this clause.