

A . B . A . C
Logistics Limited

GENERAL CONDITIONS OF TRADING

1. GENERAL

(A) In these conditions

- i) ABAC means ABAC Logistics Ltd
 - ii) "Customer" means the body, company (whether limited or otherwise), partnership or individual submitting the vehicle for washing, rinsing, cleaning, heating or other services at ABAC's premises, or where such party acts as an agent for the owner of the vehicle, that party and the owner jointly and severally.
 - iii) "Vehicle(s)" means and includes tankers or tank containers (for carrying liquid, powder or gaseous products), lorries, transporters and other motor vehicles or equipment designed for and used in the transportation of goods by road and/or sea, submitted to ABAC for cleaning or other services.
- (B) These conditions shall apply and be incorporated into all agreements relating to the cleaning of or carrying out of other services upon Customer's vehicle(s) by ABAC and the customer shall be deemed to agree hereto.
- (C) No other conditions or modification of these Conditions shall be binding on ABAC unless ABAC agrees thereto in writing.
- (D) The Customer's attention is drawn to the Site Safety Rules, which are available upon request and displayed on notices at ABAC's premises, and the Vehicle Parking Terms & Conditions available upon request. The Site Safety Rules shall apply and be incorporated into all agreements relating to services provided by ABAC and the Customer shall be deemed to agree thereto and indemnify ABAC against any responsibility for loss or injury due to failure to observe the Site Safety Rules by the Customer or their employees or other 3rd parties acting for or on behalf of the Customer.

2. MATERIALS

Unless otherwise specified as a term of the agreement ABAC may in its absolute discretion determine by what method and with what materials the cleaning of a Customer's vehicle(s) should be carried out.

3. PRICE

The price payable by the Customer shall be ABAC's price ruling from time to time or as otherwise quoted and VAT shall be added thereto at the appropriate rate.

4. PAYMENT

The net invoice amount shall become due for payment by the Customer within 30 days of the date of the invoice and ABAC shall have a lien upon and be entitled to retain a Customer's vehicle(s) until all invoices issued to the Customer and being due for payment have been settled in full. The Customer will remain liable for payment of parking charges during any period of retention of the Customer's vehicle(s).

5. TIME FOR COMPLETION OF WORK

Time is not of the essence of the agreement between ABAC and the Customer and any time or date specified by ABAC as the time at which or the date on which ABAC's services will be completed is given and intended as an estimate only and ABAC shall not be liable for loss, damage or expenses howsoever arising from delay in completing work.

6. RISK

All vehicles, including equipment and other property therein or thereon are accepted, held, moved, driven and otherwise dealt with on ABAC's premises at the Customer's entire risk and responsibility.

7. RESPONSIBILITY – PRODUCT HEATING

- (A) ABAC shall have no liability whatsoever (unless death or personal injury is caused by its negligence) if whilst ABAC is heating products contained in a vehicle by injecting pressurised steam any damage is caused to such vehicle or the products therein contained provided that ABAC was injecting steam at a pressure and/or to a temperature, indicated as acceptable either by instructions noted upon the vehicle or in accompanying relevant documentation or by the Customer or driver of the vehicle.
- (B) In the event that ABAC shall knowingly inject steam under a pressure and/or to a temperature, exceeding stated maxima then (in its discretion) it shall repair, rectify or pay the price of parts of the vehicle which in its reasonable opinion were damaged as a result of ABAC's error but (save for death or personal injury caused by its negligence) it shall have no further liability for damage caused to the product contained in the vehicle or to consequential losses sustained by the Customer.

8. RESPONSIBILITY – CLEANING

The Customer acknowledges that in all circumstances it is responsible for checking that its vehicle(s) have been properly cleaned and thus are fit for the purpose for which they are required and that it will inspect the vehicle(s) following the cleaning by ABAC and prior to the loading thereof and satisfy itself in all respects that the vehicle(s) have been sufficiently cleaned by ABAC and are completely fit to be so loaded. If after checking the customer can reasonably show that the cleaning has not been properly performed to the EFTCO definition of clean, then ABAC will at its discretion either re-clean the vehicle(s) to the EFTCO definition of clean without further charge, or waive the original cleaning charge without further obligation or liability.

9. RESPONSIBILITY – REPAIR, INSPECTION AND MAINTENANCE

The Customer acknowledges that receipt of the vehicle(s) by or on behalf of the customer shall be considered as approval and acceptance of the repairs and/or other work. After such receipt every claim and/or guarantee shall expire and be extinguished.

If after checking the customer can reasonably show that the required services have not been performed to the agreed standard, then ABAC will at its discretion either repeat the respective service to the required standard without further charge, or waive the original charge without further obligation or liability.

10. CUSTOMER'S WARRANTY

The Customer warrants that full details have been disclosed to ABAC of all materials contained within the Vehicle (including any residues), the contents which the Customer intends to load into the Vehicle next following completion of the Services and all other material facts which might reasonably be expected to have an effect upon the safe and efficient conduct of the Services or upon the willingness of the Contractor to agree to perform the Services or the price at which the Contractor would be willing to perform the Services.

11. LIMITATION OF LIABILITY

- (A) The remedies provided in 7 (B), 8 and 9 above shall be the only remedies available to the Customer against ABAC for any breach of its agreement to carry out services upon a Customer's vehicle(s), misrepresentation, misstatement or breach of any other obligation whether in contract or tort arising out of or in connection with its performance of services on behalf of the Customer (including anticipatory breach and whether substantial or not and however arising whether caused by negligence or otherwise) and ABAC shall not have any other liability including but without prejudice to the generality of the foregoing any liability for loss or damage (including any consequential loss or damage flowing from any breach (whether caused by negligence or otherwise) PROVIDED that nothing herein shall limit the liability of ABAC for death or personal injury to persons arising out of its negligence.
- (B) The Customer agrees to hold harmless and keep indemnified ABAC from and against all claims and demands by whomsoever made or preferred for which ABAC would not have been liable or responsible had it not undertaken work upon the Customer's vehicle(s) except where death or personal injury has been caused by ABAC's negligence.
- (C) In any event, ABAC shall be discharged from any liability unless proceedings are commenced and served upon ABAC at its registered office within one year after the services giving rise to the liability were rendered by ABAC.

12. GOVERNING LAW

These conditions and the agreement of which they form part shall be governed by and construed in accordance with English law and the Customer hereby submits to the exclusive jurisdiction of the English Courts.