



BULKHAUL LIMITED

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GENERAL TERMS & CONDITIONS

- All shipments are subject to the terms and conditions of the [Bulkhaul Combined Transport Bill of Lading](#).
- The Customer is required to ensure that any third-party contractor employed by them, their client, their receiver or their agent comply with all local laws and regulations and have adequate insurance. The Customer will be held liable for any loss or damage to the tank containers and any other Bulkhaul equipment when released to third parties employed by them, their client, their receiver or their agent.
- It is the Customer's responsibility to provide access to weighing facilities which create an accurate and timely VGM in accordance with SOLAS requirements in a form which will satisfy the shipping line. In the event of the Customer failing to provide the same all costs incurred by Bulkhaul in obtaining an acceptable VGM and any associated costs such as additional storage or demurrage will be paid by the Customer and Bulkhaul will have no liability for any such costs nor any consequential loss arising from any delay in the shipping.
- All rates quoted are subject to Bulkhaul's Technical Department accepting and approving the current product MSDS provided by the Customer. The Customer is required to advise of any hazard which is not otherwise specified in the MSDS and the Customer is responsible for any damage/liability caused by any such non-disclosed hazard.
- Bulkhaul reserves the right to refuse any transport request for any product it considers incompatible or unsuitable for carriage in the Company's equipment.
- Bulkhaul operate a Responsible Care Policy and are committed to the safe carriage of products in tank containers without risk to their employees, supplier's employees, general public and the environment. Bulkhaul reserve the right to reject or suspend any business which does not comply with these principles.
- The rates quoted are calculated based on the rate of exchange and fuel prices applicable at date of quotation. Bulkhaul reserve the right to review the rates in the event of major fluctuations. Any such adjustment shall be notified and agreed prior to implementation.
- All rates are quoted on current services and transit times which may vary at the time of order.
- All rates are subject to the availability of suitable equipment.
- All rates quoted, unless specified, are quoted excluding all customs, duties and any local taxes at origin or destination.
- This agreement shall be governed by and construed in accordance with English Law and all disputes arising hereunder shall be determined by the Courts of England to the exclusion of the jurisdiction of the courts of any other country. Alternatively, and at Bulkhaul's sole option, Bulkhaul may commence proceedings against the Customer at a competent court of a place of business of the Customer.
- Bulkhaul will provide equipment that is suitable for the confirmed product/order quantity to enable the degree of filling that complies with the IMDG regulations 4.2.1.9. It is the responsibility of the Customer to ensure equipment is filled in compliance with these regulations, any penalties and associated costs incurred due to non-compliance will be for the Customer's account.
- It is the responsibility of the Customer to ensure equipment is marked and labelled in compliance with the IMDG regulations. Any penalties and associated costs incurred due to non-compliance will be for the Customer's account. General guidance on the Customer's obligations is set out in our [international labelling requirements guide](#).