

Waste acceptance rules and general terms and conditions

General acceptance rules for tar bound waste supplied to Tarrec Ltd at Albert Dock, Hull, East Yorkshire HU1 2SD

Art. 1 Scope

These regulations apply to the offer and the acceptance of tar bound asphalt waste from road planning's at the Tarrec transfer hub.

Art. 2 Validity

These regulations apply to all supplies of waste to the processing and transfer hub. By offering waste at the Tarrec location, the supplier will be deemed to agree to these rules and regulations.

Deviations from the regulations are only valid insofar as they are accepted in writing by the management of Tarrec and only those for the duration or amount, as stipulated in an agreement between the supplier and Tarrec management.

Art. 3 Business hours

The location is open for waste supply on weekdays from 06:00 to 18:00. Outside these times, extra charges may be offered in consultation with the management Tarrec.

Art. 4 Delivery of waste

Prior to the actual supply of tar bound waste, the supplier is obliged to be provided to Tarrec a complete, "accurate", and signed waste consignment note according to hazardous waste regulations 2005.

Only those freights that are accompanied by a fully accepted, "accurate", and signed consignment note will be accepted at the transfer hub.

Art. 5 Acceptance criteria for waste

The Tarrec facility will only accept waste consistent to, as stated below:

- Asphalt
 - Input is defined as asphalt arisen from road works
 - Maximum 5% (weight) ground or sand
 - Water content below 20%
 - Dimensions grain <50 mm.
 - Max. dimensions 500 mm. x 500mm. > this will be crushed will lead to extra costs.
 - No chemical waste allowed
 - No asbestos, asbestos-like substances, contaminated packaging, paint, garbage, wood preservatives, acids, adhesives or sealants.
 - No mixed with other kinds of waste, construction waste, industrial or domestic waste
 - No food waste, meat or fish waste

Art. 6 Waste acceptance procedure

6.1 Acceptance and refusal

- The supplier of the waste/the carrier of the waste must report at the gate of the transfer hub to the Tarrec representative.
- The Tarrec representative judges the compliance to these waste acceptance rules and to the accompanying documents/consignment note.
- Tarrec is entitled to weigh the carrier at her own or third party weighing bridge, in order to determine the weight of the freight. In case of deviation from the weight at the consignment note The Tarrec weighing will prevail over the weight at the consignment note.
- In cases of doubt on the composition of the waste or the documents, article 7 of this document will be applicable and the Tarrec representative will be authorized to refuse to waste supply.
- After weighing/acceptance of the supplied waste, the waste must be dumped at a location at the Tarrec site, specified by the Tarrec representative. Instructions given by the Tarrec representative must be followed.
- Tarrec becomes the owner of the waste after disposal of the waste at the Tarrec site and after the Tarrec representative signed and returned the two copies of the consignment note to the carrier.

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- In all cases not foreseen in these regulations, the Tarrec representative can make a binding decision.

6.2 Consignment notes:

Each waste carrier/freight must be accompanied by a Consignment Note according to the model "The Hazardous Waste Regulations 2005" on which at least the following information is listed:

the name, address, postal code and address of the disposer's location,

- street and postal code of the location of origin;
- the date of commencement transportation;
- the delivery address, street and postal code and place;
- the name, address, postal code and address of the carrier;
- the registration number of the vehicle (if any);
- the description of the offer waste and the waste code (EWC) and the operation code;
- the quantity of the provided waste in kg;
- the signature of the disposer and the carrier.

The consignment note consists of four colored pages. The carrier Two copies are made available to the carrier; One copy for the carrier and one copy to be handed by the carrier to the disposer/client. One copy will be attached to the invoice and one copy for the administration of Tarrec.

Consignment notes will be archived by Tarrec for the period of 5 years.

Art. 7 Non-compliance

Acceptance of the waste is the responsibility of the Tarrec representative at the site in Hull. Waste that doesn't comply to Art. 5 has to be removed from the Tarrec site by the supplier of the waste. Tarrec is entitled at all times to refuse waste supplied.

- In case the waste isn't unloaded, the carrier is obliged to return the waste to the supplier for unloading.
- In case the waste is unloaded at the Tarrec site, Tarrec will reload the carrier. Costs for reloading will be charged to the waste supplier.
- In case of doubt on the composition of the waste Tarrec can demand for a study to be performed by an external expert. The cost of the study will be charged to the supplier. Pending the outcome of this study, the material may not be deposited off. In case of non-compliance, the waste supplier will be informed by written notice and ordered to reload and remove the waste from the Tarrec site.
- If the provider, after written notice, fails to comply with the order to remove the deposited materials, the materials will be removed on behalf of the supplier and at the costs of the supplier.
- In case of suspect intent or repetition of non-compliance, the supplier or the carrier may also be denied access to the site for a fixed or indefinite period.
- Tarrec will inform the Environmental Agency of the event in accordance to its permit.

Art. 8 Liability

The provider/carrier is liable for the (consequential) damages caused by him, his employees or by the material used by him and / or equipment, or the wastes supplied by him, to the staff and property of Tarrec or third parties working for Tarrec.

The provider carrier indemnifies Tarrec in case of any damage to third parties, regardless of the cause of the damage.

Tarrec accepts no liabilities or responsibility for events caused by entering and driving in the Tarrec area.