

# Terms & Conditions

## Customer Obligations

- The Waste Originator shall ensure the waste declared on the manifest are accurate.
- The Waste Originator shall ensure that all necessary documents required for the disposal are attached and available within the Manifest at its own cost.
- The Waste Originator shall ensure that all the waste are segregated as per the Waste regulation (Number: 2013/R-58).

## Transporter Obligations

- The Waste Transporter shall ensure that the vessels used for the carriage of waste entrusted to it are licensed, taxed, constructed, maintained, loaded, properly secured for loads, insured, operated and used in conformity with the Maldivian law and can provide any necessary documents when requested from the facility.
- It shall be the Waste Transporter's responsibility to provide a suitable and well maintained Vessel and sufficient load and securing equipment (including the provision of all necessary tackle and facilities for securing the load to the Vessel) and to ensure that the operator and loading staff (if applicable) are competent and have received sufficient instructions in the safe use of the vessel and securing equipment in relation to the specific loads involved.
- It shall be the obligation, duty and responsibility of the Waste Transporter through its drivers, servants and agents to check and ensure that the load is properly loaded to the vessel matches with the associated Manifest, and is positioned and secured at all times. The Waste Transporter shall also be responsible for ensuring that in case of any difference between load & manifest, it must be settled with the Waste Originator.
- The Waste Transporter shall ensure that the route to be followed within the transport operation set out in the Contract is safe, suitable and practicable according to the conditions of the cargo, the Vessel and the requirements of the Contract.
- In case the load is detained/expired goods, special measures shall be undertaken in order to conduct the disposal operation, the Waste Transporter shall communicate with the authorities with the means to be provided.
- In the event that the Waste Transporter reasonably believes that the completion of the transport operation as set out within a Contract will not be completed by the

Agreed Timing, the Waste Transporter shall immediately notify the Facility through 1666 hotline.

- All costs incurred when implementing any alternative plan proposed by the Waste Transporter and approved by the Waste originator to comply with the agreed delivery time and/or route, shall be sole responsibility of the Waste Transporter and he shall not be entitled to any extra charge, cost or fee from WAMCO.
- The Waste Transporter shall be responsible for ensuring that all statutory licences, authorizations or permits required for performance of its obligations and execution of the transport have been obtained and with reasonable prior time in order to complete the transport operation within the agreed time.
- The Waste Transporter shall ensure that when carrying any controlled/detained waste, all necessary documents along with standards and procedures to be followed are being met.
- The Waste Transporter shall ensure that the payment in regards to the disposal is available and can be settled as agreed.
- The Waste Transporter must request a trip 3 days in advance.
- Waste transporter will be responsible for cost incurred due to inability to dispose of the waste due to mismatch of manifest to loaded waste or failure to arrive on allocated period.

## **Liability**

- The Waste Transporter shall provide in writing in case of:
  - Loss of or damage to property of the Waste transporter and its clients, whether owned, hired, leased or otherwise provided by the Waste Transporter, arising from, relating to or in connection with the performance of the services arranged within the Facility.
  - Personal injury, including death or illness, to any person employed by the Waste Transporter arising from, relating to or in connection with the performance of the services arranged within the Facility.
- The Waste Transporter agrees to assume responsibility for and to indemnify WAMCO from and against any fines or penalties resulting from the negligence/fault of the Waste Transporter in its performance of the services arranged within the Waste Originator. This includes but is not limited to:
  - Additional fees incurred to waste not being segregated, i.e. waste that are not segregated will be charged a higher fee by the facility.