BY products

Transport and

Trade

Agreement

( BYTTA® )

THIS AGREEMENT is made between:

|  |  |
| --- | --- |
| Company name: |  |
| Address: |  |
|  |  |
|  |  |
| Country: |  |
| Company registration number:  |  |

as (“Buyer”) and

|  |  |
| --- | --- |
| Company name: |  |
| Address: |  |
|  |  |
|  |  |
| Country: |  |
| Company registration number:  |  |

as ("Seller").

WHEREBY IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND BACKGROUND

The Parties means both Buyer and Seller.

In this Agreement Material shall mean:

|  |  |
| --- | --- |
| Material | Mark |
| Dry fly ash  |  |
| Wet conditioned fly ash |  |
| Wet conditioned Furnace Bottom Ash |  |
| DeSulphurization Gypsum |  |
| Biomass fly ash |  |
| Biomass Bottom ash |  |
| Other, specify: |  |

1. OBJECT

The Seller agrees to sell and the Buyer agrees to purchase Material delivered under this Agreement.

The Parties agree to follow the United Nations Convention on Contracts for the international Sale of Goods: <http://www.uncitral.org/pdf/english/texts/sales/cisg/V1056997-CISG-e-book.pdf>.

1. AGREEMENT DURATION ETC.

|  |  |
| --- | --- |
|  |  |
| Date of signature |  |
| Agreement start date |  |
| Deliveries start date |  |
| Agreement Review, option declare |  |
| Agreement expires |  |

This Agreement will be in force as agreed above. A Review can take place between the Buyer and the Seller to consider a further extension of the Agreement after the Agreement expires. Such a review to be held not later than the above agreed Review date.

1. TRANSPORTATION AND STORAGE

**4.0.1Relevant INCOTERM to apply:**

|  |
| --- |
|  |

INCOTERMS, reference:

<http://www.iccbooks.com/Product/ProductInfo.aspx?id=657>, or

<http://en.wikipedia.org/wiki/Incoterms>

|  |  |  |
| --- | --- | --- |
| Responsible for Activity | Buyer | Seller |
| Storage of Material pending transport |  |  |
| Transport arranged by |  |  |
| Loading arranged and paid by |  |  |
| Document handling made by |  |  |
| Transport cost paid by: |  |  |
|  |  |  |
| Other, specify |  |  |

**4.0.2 EU Regulation on shipment of Waste EC no. 1013/2006**.

It is understood that transborder movements within Europe mustfollow the Cross Boundary regulations regarding Waste:

Reference: <http://new.eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32006R1013&rid=2>

|  |  |
| --- | --- |
| **Relevant Wastecode** | EWC code no: 10.01.xx |
| **Documents issued by** | Buyer or Seller:  |
| **Financial security by:**  | Buyer or Seller: |
|  |  |

**4.0.3 EU regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)**

Reference: <http://new.eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32006R1907&from=en>

|  |  |
| --- | --- |
| Sellers certificate number |  |
| Joining consortium |  |
|  |  |

**4.0.4 Transportation reference:**

|  |  |
| --- | --- |
| Means of transportation | Mark |
| By ship, dry in bulk |  |
| By ship, wet in bulk |  |
| By lorry, dry cargo |  |
| By lorry, wet cargo |  |
| By train, dry cargo |  |
| By train, wet cargo |  |
| In big bag on pallet |  |
| Other, specify |  |

4.1 In case of ship transport:

|  |  |
| --- | --- |
| Activity | Mark |
| Vessels not older than 20 years |  |
| Vessels comply with ITF regulations or equivalent |  |
|  |  |
| Vessel nominated by Seller and approved by Buyer |  |
| Vessel nominated by Buyer and approved by Seller |  |
| Agent in Loadport appointed by Seller |  |
| Agent in Disport appointed by Buyer |  |
| Charter party to include BIMCO standard I.S.M. clause |  |
| GENCON latest edition to apply for the Agreement |  |
| Other, specify:  |  |

ITF regulations, reference:

<http://www.itfseafarers.org/itf_agreements.cfm>

BIMCO standard ISM clause, reference

<https://www.bimco.org/Chartering/Clauses/ISM_Clause.aspx?RenderSearch=true>

GENCON, reference:

<https://www.bimco.org/en/Chartering/Documents/Voyage_Charter_Parties/~/media/Chartering/Document_Samples/Voyage_Charter_Parties/Sample_Copy_GENCON_94.ashx>

|  |  |
| --- | --- |
| ITF regulation: |  |
| BIMCO standard ISM Clause: |  |
| GENCON reference: |  |

Name of Vessel, if relevant:

IMO code of Vessel, if relevant:

Other information regarding transport by ship:

|  |  |
| --- | --- |
| Load port, load rate |  |
| Dis port, load rate |  |
| Demurrage, per day, pro rata |  |
| Dead weight |  |
| Grab trimmed to masters satisfaction |  |
| SHINC or SHEX, EX Superholidays |  |
| Other, specify |  |

Agent in Loadport:

Agent in Disport:

Other requirements:

|  |  |
| --- | --- |
| Vessels max age: |  years |
| Single hold, multiple holds: |  |
| Self trimming: |  |
| With gear / gearless |  |
| Laycan spread: |  |
| Hatch cover yes/no |  |
| Other: |  |
|  |  |

Both Parties guarantees one safe berth.

4.2 In case of road transport

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

4.3 In case of transport by train

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

1. QUANTITY

|  |  |  |
| --- | --- | --- |
|  | Unit Metric tons | +/- |
| Agreed, total quantity |  |  |
| Single shipment size |  |  |
|  |  |  |

Delivery profile:

|  |  |
| --- | --- |
| Time period | Quantity |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

 Quantity details:

|  |  |
| --- | --- |
| Quantity to be determined by: | Mark as relevant |
| Draught survey |  |
| Weigh bridge |  |

Name of independent surveyor, if agreed:

Seller and Buyer having the right to check verify and confirm such quantity.

Within \_\_\_\_ Working Days of Buyers notice, Seller shall prepare to arrange for loading of Material.

Other quantity related issues that may apply:

|  |  |
| --- | --- |
| First right of refusal to apply, for further quantity |  |
|  |  |
|  |  |
|  |  |

1. QUALITY

**6.1 For Dry Fly Ash:**

Product shall comply with:

|  |  |
| --- | --- |
| According to standard | Mark as relevant |
| EN 450 |  |
| EN 13055 |  |
| EN 12620 |  |
| Attachment 1 to BYTTA® |  |
|  |  |
|  |  |

**6.2 For wet conditioned fly ash, wet conditioned Furnace Bottom Ash or Moist De Sulphurization Gypsum**

The moisture content will be determined by both Buyer and Seller in accordance with the IMO "Code of safe practice for solid bulk cargoes method D.1.1.4.4 (ISO 589-1974). The average moisture content will be considered the “Moisture Content”.

Reference: <http://www.imo.org/blast/blastDataHelper.asp?data_id=26682&filename=A434(XI).pdf>

|  |  |  |
| --- | --- | --- |
| Attribute | % or Degree | Date of last result |
| Moisture Content |  | n.a. |
| Flow Moisture Point |  |  |
| Transportable Moisture Limit |  |  |
| Angle of repose |  |  |

Prior to delivery the Seller will draw a representative sample of the Material on stock and determine the moisture content of the Material to be compared with the moisture content on the last result of certification sheet produced according to the "IMO Code of safe practice for solid bulk cargoes method D" regarding shipment of wet material. This information will be made available to the Buyer and the relevant ship owner as soon as possible and before loading. A tracking document will be prepared to follow each consignment.

**6.3 For wet conditioned Fly Ash**

Except for moisture content the product shall comply with:

|  |  |
| --- | --- |
| According to standard | Mark as relevant |
| EN 450 |  |
| EN 12620 |  |
| Attachment to BYTTA |  |
|  |  |

**6.4 For wet conditioned Furnace Bottom Ash**

Except for moisture content the product shall comply with:

|  |  |
| --- | --- |
| According to standard | Mark as relevant |
| EN 13055 |  |
|  |  |
| Attachment to BYTTA |  |
|  |  |

Prior to the shipment of any cocombustion Material the Buyer shall have the right to accept or reject the Material (Yes/No):

**6.5 For wet Desulphurization Gypsum**

Except for moisture content the product shall comply with:

|  |  |
| --- | --- |
| According to Industry standard | Mark as relevant |
| EuroGypsum Quality Criteria |  |
| Attachment to BYTTA |  |
|  |  |
|  |  |

Reference: <http://www.eurogypsum.org/_Uploads/dbsAttachedFiles/EUROGYPSUMBD2.pdf>

1. Product PRICE

The fixed price payable by the Buyer to the Seller for Material delivered under this Agreement shall be:

|  |  |  |
| --- | --- | --- |
| Price pr metric ton |  | Currency: |
| Demurrage rate |  |  |
| Despatch |  |  |
| Price change |  |  |

1. PAYMENT

Payment shall be made by bank transfer for value no later than \_\_\_\_days after Bill of Lading date to a bank nominated by the Seller.

The invoice shall be based on the quantity as determined in Paragraph 5.

If time allowed for payment as specified above is exceeded, Seller shall be permitted to charge 2% interest per month commencing after the due date for payment.

The Seller will provide a properly drawn and valid VAT Invoice.

1. TAX AND DUTIES

As at the date of commencement of this Agreement and with the exception of any liability to VAT on importation and sale of Material, neither Party is aware of any other tax or duty applicable in Sellers or Buyers country payable by Buyer or Seller in relation to Material delivered hereunder. Any such tax or duty applicable in Buyers country will be borne by the Buyer, and any such tax or duty applicable in Sellers country will be borne by the Seller.

If for any reason such taxes or duties related to Material should be imposed on any of the Parties that will substantially reduce the overall viability of this Agreement the Parties will meet to resolve the situation including a termination of the Agreement.

1. LICENCES AND APPROVALS

Buyer shall obtain and maintain in existence all necessary licenses or approvals by relevant authorities, environmental or otherwise relating to the import, storage and use in any respect of the Material in the country of use.

1. CHOICE OF LAW - ARBITRATION

If, at any time, any question, dispute or differences whatsoever shall arise in relation to, or in connection with, the Agreement, which cannot be settled amicably then either the Buyer or the Seller may give to the other notice in writing of the existence of such disagreement and the same may be referred to arbitration in accordance with the rules of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said rules.

The language of this Agreement and the language to be used in arbitration proceedings shall be English and the Agreement will be subject to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Law.

1. FORCE MAJEURE

Neither Party hereto shall be responsible for any loss to the other party hereto in case the party concerned is unable to fulfil the whole or part of its obligations hereunder or is prevented from or delayed in fulfilling such obligations owing to Force Majeure conditions.

The Force Majeure conditions covered by this clause are circumstances beyond the reasonable control of the Parties or an industrial dispute. The parties have an obligation to give notice to the other party immediately upon becoming aware of any circumstance constituting or likely to constitute an act of Force Majeure and shall keep the other Party advised of any development in such circumstances.

In the event of a Force Majeure condition continuing for more than two months, either party may, at its option, terminate this Agreement, provided that either party has given at least two weeks written notice, in which case the non-termination party shall have no right to claim damages or compensations for any resulting failure to perform this Agreement. Tonnages excused by situations of Force Majeure shall be made up only to mutual consent.

1. CONFIDENTIALITY

This Agreement is confidential between both Parties signed hereunder and only with expressed agreement of both Parties can any information be divulged to a third Party other than any such information as is required to be divulged by any relevant law rule regulation of any statutory governmental, quasi-governmental or regulatory body.

14. THIRD PARTIES

For the avoidance of doubt nothing in this agreement shall confer on any third party any benefit or the right to enforce any terms of this agreement.

15.NOTICE ADDRESSES

The addresses to which communications between the Parties shall be sent are as follows:

To Seller:

By Mail

or Courier:

To Buyer:

By Mail

or Courier:

Signed .......................................

 /

 for and on behalf of Buyer

Signed ........................................

 /

 for and on behalf of Seller.

Quality Specification for Furnace Bottom Ash Appendix 1

Description: Furnace bottom ash from coal fired power stations or the partly sintered boiler slag (furnace gravel) originating from coal- and coal/biomassfired powerstations.

Density: “As received” shall be minimum 1000 kg/m3 (measured inaccordance with: \_\_\_\_\_\_\_\_\_\_\_.

Moisture content: Maximum 20% by weight.

Grading: > 75% passing 14mm sieve

Sulphate content: Maximum 1% ( measured in accordance with \_\_\_\_\_\_\_\_ )

Loss-on-ignition: Maximum 10%

Chloride content: Maximum acid soluble 0,07% to be agreed.

Unsound particles: No unsound or unstable particles should be present

The Material for each individual shipment will be washed in fresh water and stored in one heap. The Seller does not process the material or handle it in any other way prior to delivery.