

CONDITIONS FOR THE SUPPLY OF ASSOCIATED SERVICES BY WMR WASTE SOLUTIONS LTD
(‘**Conditions**’).

1. (a) **Definitions.** In these Conditions, the ‘**Company**’ means WMR Waste solutions Ltd and the ‘**Customer**’ means the individual, firm, company or other party with whom the Company contracts.

(b) **Orders.** An order by the Customer (‘**Order**’) constitutes an offer by the Customer to buy waste services (‘**Services**’) subject to these Conditions. No Order shall be binding on the Company until such Order is accepted by the Company, whether in writing, by telephone, verbally or by commencing steps to fulfil the Order, at which time the contract between the Company and the Customer (‘**Contract**’) shall come into effect.

(c) **Conditions override.** Unless otherwise agreed in writing by a director of the Company, these Conditions shall override any other terms and conditions stipulated or referred to by the Customer in its order or pre-contract negotiations or which are implied by trade, custom, practice or course of dealings.

(d) **Descriptions.** Any description contained in the Company’s catalogues, samples, price lists or other advertising material is intended merely for guidance purposes and shall not form a representation or be part of the Contract. Unless expressly agreed in writing by the Company, no sale shall be a sale by sample and the Goods sold may not correspond with any sample supplied to the Customer.

(e) **Errors.** The Company reserves the right to correct any clerical or typographical errors made by its employees at any time.

2. (a) **Quotations.** Any quotation given by the Company does not constitute an offer and may be altered and to take account of any changes taking place between the date of quotation and the Company’s acceptance of the Customer’s Order in the price of raw materials, rates of wages and other costs or in the Customer’s instructions or in the event that the Customer orders part only of the quantity referred to in any quotation.

(b) **Increasing prices.** The Company shall be entitled to increase its prices for Goods and/or Services at any time prior to delivery by giving notice to the Customer to take account of any increase in the cost to the Company due to: (i) any factor beyond the Company’s control (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs); (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods/Services ordered; or (iii) any error or inadequacy in any instructions provided by the Customer. Such increased prices ruling at the date of delivery by the Company shall be substituted for the previous Contract price. All prices quoted are exclusive of VAT and the Customer shall pay in addition any VAT and all taxes duties and other government charges payable at the prevailing rate.

(c) **Delivery hours.** Unless otherwise agreed in writing the Contract price only includes performance of Services during the normal working hours and normal working days of the Company. All performance of Services made at the Customer’s request (subject to the Company’s agreement) on public holidays, Sundays or Saturdays or outside normal working hours will be subject to an additional charge.

(d) **Additional charges.** The Company reserves the right to make an additional charge if: (i) the Customer requires the services quantities of less than a full load; (ii) for any reason (other than the default of the Company or its servants or agents), the delivery vehicle is unable to access its load within 15 minutes of arrival at the collection point; (iii) in

the reasonable opinion of the Company, safe and easy access for vehicles is not provided; (iv) the Customer suspends or defers any Order; or (v) the Customer defaults in collecting, or giving instructions for the performance of the Services. Details of such charges are available upon request.

4. (a) **Force Majeure.** The Company shall not be in breach of the Contract, nor liable for delay or failure in supplying the Goods or Services if such delay or failure result from events outside the Company's reasonable control (including, but not limited to, war, governmental or parliamentary restrictions, strike, lock-outs, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of goods, breakdown of machinery, shortage of labour or of raw materials or Act of God), whereupon the Company shall be at liberty to cancel or suspend the Order without incurring any liability for any loss or damage arising therefrom (other than an obligation to refund the price paid by the Customer where the Order is cancelled).

(e) **Collection dates.** While the Company will endeavour to supply the Services by any specified dates, such dates are estimates only given in good faith and the Company will not be liable for any failure to supply by such dates. In addition, the Company shall be entitled to defer supply of Goods/Services until any monies due from the Customer have been received in full.

5. **Payment of price.** Unless otherwise specified in writing by the Company, payment shall be made by the Customer without deduction or set-off to such bank account as the Company specifies not later than 30 days after the date of delivery of the Goods/Services or the Company's invoice date, whichever is earlier. Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company, interest will be payable on all overdue sums from the due date until actual payment (whether before or after any judgment) at rate of 4% a year above the Bank of England's base rate from time to time, accruing on a daily basis.

6. (a) **Termination.** If the Customer: (i) commits a breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days of being requested in writing to do so; or (ii) enters into administration, any composition or any arrangement with creditors or if being an incorporated company shall have an administrative receiver or administrator appointed or shall pass a resolution for winding up or a Court shall make any order to that effect; then, without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer.

(b) **Cancellation.** Cancellation of any Contract by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss and damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if confirmed in writing. Cancellation requests require minimum notification period as set out in initial contract.

7. (a) **Suitability.** The Customer must satisfy itself that the Services are suitable for the Customer's required purpose and the Company gives no warranty in this respect.

(b) **Faulty Services.** In the event that any Services performed which either do not comply with any agreed specification or other or which are defective ('**Faulty Goods/Services**') the Company's liability is limited to re-performing the Faulty Services or (in its discretion) crediting the Customer with the Contract price of Services which are found

to be Faulty PROVIDED THAT the Customer shall inspect services at the time and shall notify the Company of any Faulty Services immediately at the time.

(d) **Limitation of liability.** Nothing in these Conditions limits or excludes the Company's liability for death or personal injury caused by its negligence or for fraud. In all other circumstances: (i) the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Conditions or any Contract; (ii) the Company's total liability to the Customer in respect of all other losses arising under or in connection with these Conditions or any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equivalent to the fees payable for the particular Goods or Services to which any claim relates; and (iii) all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any Order, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law.

9. **Haulage Services.** Where any haulage services are to be provided, these will be subject to the Company's separate haulage terms.

10. **Assignment, other dealings and third parties.** The Company may assign, transfer, subcontract or deal in any other manner with any of its rights under the Contract. The Customer shall not, without the Company's prior written consent, assign, transfer, charge, subcontract, or deal in any other manner with its rights or obligations under the Contract. A person who is not a party to the Contract shall not have any rights to enforce its terms

11. **Notices.** Any notice to be given under the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address specified in writing. It shall be delivered personally or sent by recorded delivery post, by commercial courier or email. A notice shall be deemed to have been received: (i) if delivered personally, when left at the address referred to above; (ii) if sent by recorded delivery or by commercial courier, on the date and at the time that the delivery receipt is signed; or (iii) if sent by or email, one working after transmission, provided there is no notification of failed transmission. The provisions of this clause do not apply to the service of any proceedings or other documents in any legal action.

12. **Severance.** If any provision of these Conditions or the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision to make it legal, valid and enforceable, and, so far as is possible, to achieve the intended commercial result of the original provision. If such modification is not possible, the relevant provision shall be deemed deleted. Any such changes shall not affect the validity and enforceability of the rest of the Conditions/Contract.

13. **Waiver.** A waiver of any right must be in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy shall constitute a waiver of that or any other right or remedy.

14. **No partnership or agency.** There is no partnership or joint venture between the parties. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15. **Variation.** Except as set out in these Conditions, no changes to any Contract shall be effective unless agreed in writing and signed by the authorised representatives of both parties.

16. **Governing law and jurisdiction.** These Conditions and any Contract shall be governed by English law. Each party irrevocably submits to the exclusive jurisdiction of the English courts.