

EDWARDS WASTE PAPER TRADING LIMITED TRADING AS EDWARDS RECYCLING

TERMS and CONDITIONS OF TRADE

Edwards Recycling will trade with our customers offering services of waste collection, recycling, disposal, equipment hire and servicing, provided agreement and acceptance is given to our terms and conditions of trading set out below.

1. DEFINITIONS

In these Terms and Conditions ("Terms") the following words shall have the meanings set out opposite them:

- Customer** - The person, firm or company that has placed an order with the Supplier for the Service. Where there is more than one person constituting the Customer their obligations are joint and several.
- Supplier** - Edwards Recycling (Edwards) and its agents.
- Contract** - The order (whether or not in writing) placed by the Customer with the Supplier for the provision of the Service and by virtue of Term 2.1 incorporating these Terms.
- Waste** - Controlled waste within the meaning of Section 75 of the Environmental Protection Act 1990 ("EPA") as amended by the Environmental Protection Act 1995 which in all respects complies with the waste description given by the Customer, and is material of a kind which the Supplier is legally permitted to collect and/or treat and/or dispose of.
- Service** - the collection and/or receipt of wastes, or the sale and delivery of equipment, the servicing of equipment, and/or the provision or supply of any other service or goods by the Supplier in accordance with the Contract.
- Equipment** - Any equipment of the Supplier to be used in connection with or entrusted to the Customer under any Contract.
- Legal Requirements** - Any requirements imposed on the Supplier or the Customer by virtue of statute, law, regulation, order, decree, delegated legislation or Government guidance or resulting from the contractual obligations of either party and including but without prejudice to the generality requirements imposed by virtue of the EPA.
- Price** - The price for the Service ascertained in accordance with Term 4 and any taxes payable thereon, together with (for the purposes of Term 6) and any other charge payable or that the Supplier is entitled to make under the Contract.

2. VARIATION

- 2.1 No variation or alteration of these Terms, nor any Terms or Conditions of the Customer, shall be of any effect unless expressly agreed to in writing by an authorised representative of the Supplier. These Terms are deemed to be incorporated into any Contract unless and to the extent expressly modified in writing by an authorised representative of the Supplier.

3. WASTE DESCRIPTION

- 3.1 It is the Customers responsibility under the Duty of Care provisions to provide the Supplier with an accurate written description of the wastes to be collected. Edwards will not assume responsibility for any description that is false or inaccurate. The Customer should be aware that in not providing accurate information it leads itself open to prosecution and the Customer will indemnify the Supplier against the consequences of any failure by it to do so.
- 3.2 Edwards will where requested raise Waste Transfer Notes on the Customers behalf to ensure that the remaining Duty of Care provisions are complied with. For clarity – waste includes any substance or object in

the categories set out in Annex I (of the revised Waste Framework Directive 2008/98/EC) which the holder discards or intends or is required to discard, for example paper and cardboard, plastic, scrap metal.

- 3.3 The price will be based on the description of the waste given to the Supplier by the Customer. Where there is any variation in the description and the waste collected, Edwards will surcharge the Customer.
- 3.4 The Customer shall clearly identify any actual or potential hazards to health or the environment presented by the waste and shall ensure that any hazard is clearly identified on any vessel or container in which the waste is stored. The Customer shall supply all necessary information required to enable the Supplier to comply with legal requirements in any event shall complete.
- 3.5 Where any wastes not in compliance with the original description are collected by the Supplier, the Customer shall accept them back at their collection address, or direct and provide information on where the wastes can legally be disposed. Edwards will surcharge the customer for any additional costs and fees.

4. PRICE

- 4.1 The price payable in respect of the Service shall be the current price specified in any valid written quotation or current price list issued by the Supplier and unless specified in writing by the Supplier may be subject to variation from time to time by the Supplier.
- 4.2 All prices shown in any such price list or written quotation are exclusive of value added tax (VAT) and any other applicable taxes or duties from time to time imposed.
- 4.3 Unless specific terms to the contrary have been stated by the Supplier in writing and signed on its behalf by an authorised officer of the Supplier, any quotation or offer to provide the Service may be withdrawn or varied at any time by the Supplier without notice to the Customer and without any liability whatsoever attaching to the Supplier arising from the withdrawal.

5. INVOICING

- 5.1 The Supplier shall at its discretion be entitled to render invoices in respect of all or part only of the Service and or render invoices in respect of such periods of time as it considers appropriate.
- 5.2 The Customer shall notify the Supplier in writing addressed to the Credit Controller of any query on an invoice as soon as possible and in any event within 14 days of the date of invoice. If no substantive query is raised within 14 days then the invoice shall be deemed to be payable in full. If a query is raised then it will be dealt with by the Supplier in such a way as the Supplier considers reasonable. No query over any invoice or any charges included in an invoice shall be used by a Customer as a reason for non-payment of any other invoice or charges which are not being queried.

6. PAYMENT

- 6.1 Payment in respect of each transaction and in accordance with Term 4 shall be made in advance to the office or to the collector of the waste before provision of the Service unless other arrangements and or credit facilities have previously been agreed in writing by an authorised officer of the Supplier. Payment shall be by any method acceptable to the Supplier.
- 6.2 Customers having agreed credit facilities shall make payment to the Supplier in strict accordance with the terms and conditions. The Price shall be paid to the Supplier so that payment in full (and cleared funds if so specified by the Supplier) for any invoice rendered by the Supplier is received by it within 30 days of the date of the invoice.
- 6.3 The Supplier will have the right at its discretion to set off monies owed to it by the Customer under the Contract against any monies owed or allegedly owed by the Supplier to the Customer under any other contract or otherwise.
- 6.4 The Customer shall make all payments without deduction and in particular shall not be entitled to set-off against monies owed to the Supplier under the Contract against any monies owed or allegedly owed by that Supplier to the Customer under any other contract or otherwise unless agreed in writing by the Supplier.

- 6.5 We understand and will exercise our statutory right to interest on any payments outstanding 30 days following invoice under The Late Payment of Commercial Debts (Interest) Act 1998. Any sums which are not paid on due date shall be subject to an interest charge of eight (8) per cent per annum above the base rate of Lloyds Bank Plc from time to time prevailing charged on a daily basis compound monthly on all sums overdue until payment thereof and that accrue after as well as before any judgement
- 6.6 Where payments and interest accruals are not paid in good time, the Supplier reserves the right to pass the sum of the debt to a debt collection agency or other party to recover payments on its behalf. The Supplier is entitled to be indemnified by the Customer for all legal and other costs incurred in the recovery of sums which become overdue for payment.
- 6.7 Where payments and interest accruals are not paid in good time, the Supplier reserves the right to suspend the provision of the agreed Service without prior notice.

7. PROVISION OF SERVICE

- 7.1 The Supplier will be solely responsible for the positioning of any equipment in accordance with the Customer's instructions (however given).
- 7.2 The Customer shall ensure suitable vehicle access is available for delivery of any equipment and for loading of waste materials and that all Health & Safety Regulations are adhered to in the using of the equipment or loading the containers and vehicles.
- 7.3 The Customer shall ensure that it provides reasonable access to waste materials to be collected and does not in any way hinder or prevent the collection and loading of the wastes in a safe manner.
- 7.4 If any costs arise from the Customer's failure to provide such access or if the Customer cancels the contract or changes the point of delivery/collection, then it will forthwith reimburse those costs to the Supplier.
- 7.5 Title to waste shall pass to the Supplier at the point at which it is collected from the Customer by the Supplier. Title shall not pass and the Customer shall not be absolved from its responsibilities under these Terms in respect of waste or other material which does not comply with Term 3.
- 7.6 Where waste is collected from the Customer's premises the Supplier shall not be under any obligation to provide any plant, power or labour in addition to normal equipment attached to the Suppliers vehicle and its driver.
- 7.7 In no circumstances shall the Supplier be liable for any injury loss or damage suffered by the Customer or any person acting under the Customer's instructions (or property of the Customer or such person) arising whilst on premises occupied by the Customer other than death or personal injury resulting from the act or default of the Supplier.
- 7.8 The Supplier is a Registered Waste Carrier and will obtain all Vehicle, Public and Employee insurance's required to legally execute its duties.

8. FORCE MAJEURE

- 8.1 Edwards shall not be liable for any failure in the performance of any of its obligations under the contract caused by factors outside its control, including strikes, government action or restriction, fire, accident, breakdown of machinery, difficulty in obtaining materials or fuel, inclement weather.

9. GENERAL

- 9.1 If a dispute arises between the Customer and Supplier as to the interpretation or construction of these Terms or the rights and duties of the parties, the dispute shall be referred to a single arbitrator, to be agreed by the Customer and Supplier or on the application of either party nominated by the then President of the Law Society of England and Wales.
- 9.2 These Terms do not affect the statutory rights of any Customer who deals as a consumer.
- 9.3 The law of England shall apply to these Terms and every Contract and the English Courts shall have exclusive jurisdiction in relation thereto.