

1. DEFINITIONS

Act means the Control of Pollution Act 1974, the Control of Pollution (Special Waste) Regulations 1980 No.1709 or the Environmental Protection Act 1990 or Hazardous Waste Regulations 2005, or any or all of them, or any other relevant legislation, as the context requires.

Company means D S Holdings Ltd t/a Envirogreen, company number 389246 and whose registered office is situated at Regus House, 268 Bath Road Slough Berks SL1 4DX.

Company's Quotation means the quotation issued to the Customer for the services set out therein and signed by the Company

Contract means the contract for services, collection or sale (as appropriate) comprising the Company's Quotation, the Customers Order and these conditions.

Customer means the person(s), firm or company with whom the Company has contracted for the provision of collection and disposal of materials, reprocessing services, the sale of materials or the purchase of waste.

Customer's Order means the order placed by the Customer requesting the Company to provide services as set out therein

Delivery Point means the place where the materials are to be collected from the Customer or where delivery of the Materials or Toll Recovered Materials is to take place as specified in the contract.

Materials means waste materials (including any of them or any part of them) which the Company is to sell to the Customer or (as the case may be) the waste materials (including any of them or any part of them, which the Company is to collect and acquire from the Customer or reprocess for the Customer.)

Process means from which the materials being collected and acquired by the Company or in the respect of which the Company is to provide the Services was derived.

Services means the services to be provided by the Company to the Customer under the Contract .

Site means the licensed disposal site referenced on the consignment note.

Survey Form (if any) means a questionnaire/ form completed by the Customer listing the constituent elements (and proportionate amount of such constituent elements within such Materials) of the Materials being collected and acquired by the Company or in respect of which the Company is to provide the Services.

Toll Recovered Materials means the Materials recovered from the reprocessing of Waste (or Customers Products) to extract specified constituents from the Waste (or Product).

Any reference in these conditions to any provision of statute or statutory instrument shall (unless otherwise specified) be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

Any reference in these Conditions to "the Company's negligence" shall be construed as including a reference to "the negligence of anyone for whom the Company is vicariously

liable".

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. CONTRACT

2.1 Subject to any variations contained in the Company's Quotation these Conditions form part of the Contract to the exclusion (so far as is permitted by law) of all other terms and conditions (including any terms and conditions which our Customer purports to apply under any purchase order, confirmation of order or similar document).

2.2 The Customer's Order shall be deemed to be an offer by the Customer to purchase services from the Company subject to these Conditions.

2.3 No terms or conditions endorsed upon, delivered with or contained in any document produced by the Customer will form part of these Conditions simply as a result of reference to such document in these conditions.

2.4 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

2.5 The Customer must ensure that the terms of its order and any specifications are complete and accurate.

2.6 The Company will only be bound by any quotation given for 30 days from the date of the quotation and shall have the power to vary or withdraw a quotation at its discretion after that time.

2.7 In the event of the failure by the Customer to observe or perform any of its obligations or undertakings which results in the Company finding it necessary to employ additional labour, equipment or services (whether its own or from a third party) for the purpose of remedying the same, the Company shall be entitled to charge the Customer therefore on a quantum merit basis in addition to the charge agreed for the provision of facilities for acceptance of waste.

2.8 The Contract constitutes the entire agreement between the parties, supersedes all previous agreements or understandings between them.

3. SURVEY FORM (where appropriate)

3.1 The Customer warrants to the Company that:-

3.1.1 the Survey Form and details of the process outlined therein are true, complete and accurate in all material respects and the Customer remains responsible for the Survey Form and the details of such process notwithstanding any analysis of the Materials carried out by the Company:

3.1.2 the constituents of the Materials are compatible and stable and will not give rise to any hazard on the mixing of such constituents. If the Customer has any doubts regarding the compatibility or stability of the materials it must notify the Company immediately.

3.2 If the Customer discovers any material changes in the composition of the Materials it shall immediately inform the Company of such a change in writing providing the new details. In such circumstances, the Company reserves the right to stop work on the

Materials until a new completed Survey Form is provided to it.

3.3 The Customer shall not deposit or permit to be deposited for collection any Materials, which are not described in the Survey Form without prior written consent of the Company.

3.4 If the Company receives any notice under Condition 3.2 or becomes aware that the Materials no longer conform with the Survey Form it may:

3.4.1 suspend performance of the Services until such time as the Materials conform with the Survey Form and/or

3.4.2 adjust the price as may be required as a consequence of the variation between the actual constituents of the Materials and those shown on the Survey Form before recommencing the Services and/or

3.4.3 return the Materials to the Customer at the Customers expense.

3.5 Any suspension of the performance Services pursuant to Condition 3.4 shall be without prejudice to the Company's right to receive payments under Condition 5.1

4. COLLECTION

4.1 The Customer warrants that all persons including those for whom the Company is vicariously liable entering upon the Delivery Point shall be safe for the purpose of their visit and specifically (but without limitation) shall implement a safe system of work for inspection, collection and delivery of Materials and delivery of Toll Recovered Materials.

4.2 The Customer shall notify the Company on or before the date of the Contract or if later immediately on the occurrence of any special site conditions and safe working procedures in any way affecting the performance of the Company's obligations under the contract.

4.3 The Customer undertakes to the Company:-

4.3.1 to grant the Company, its employees and agents such access to the Delivery Point as may be required by the Company without notice (if necessary) for the purpose of inspecting the Materials or taking samples, delivery or collecting Materials or delivering Toll Recovered Materials and shall provide a suitable and safe means of vehicular access.

to make available at the Delivery Point such facilities as the Company shall reasonably require in order to discharge its obligations under the Contract including labour and equipment for on or off loading; and

4.3.2 to take all reasonable precautions to protect the health and safety of the Company's employees, agents and sub-contractors whilst at the Delivery Point and in particular to comply with Health and Safety at Work Act 1974;

4.3.3 to comply with the record-keeping obligations imposed by any Act and shall deliver immediately to the Company details of their Hazardous Waste Producers Premises code or confirm that they are exempt from registration.

4.3.4 to provide the Company with adequate health and safety information relevant to any substance hazardous to health which may be present in the Materials being collected by the Company from the Customer. This information will be used by the Company in meeting duties imposed by the Control of Substances Hazardous to Health Regulations

1988 and subsequent relevant regulations and legislation.

4.3.5 to pay to the Company a demurrage fee where the Company is at the Delivery Point and has been kept waiting there for more than an hour, such payment to accrue after the first hour.

4.4 Any dates specified by the Company for delivery or collection of the Materials or delivery of Toll Recovered Materials by the Company are approximate only . If no dates are so specified, delivery or collection by the Company will be within a reasonable time.

4.5 Subject to other provisions of these Conditions the Company will not be liable for any loss (including loss of profit) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or collection of the Materials or Toll Recovered Materials (even if caused by the Company's negligence).

4.6 All Materials to be collected by the Company from the Delivery Point shall be in sound, sealed containers suitable for transportation and labeled in accordance with the Carriage of Dangerous Goods (Classification, Packing and labeling) Regulations 1994 and (if relevant) UN certified drums.

4.7 The Customer shall notify the Company when the Materials are ready for collection and the Customer shall collect such Materials within 7 days and the Company shall notify the Customer when the Toll Recovered Materials are ready for delivery.

4.8 Unless otherwise agreed the Customer will take delivery of the Toll Recovered Material within seven days of the Company giving it notice that the Materials are ready for delivery

4.9 The Materials or Toll Recovered Materials shall be delivered by such means as the Company thinks fit unless the Customer has specified in its order the details of the Contract Carrier with which it requires, having regard to the nature of the Materials or the Toll Recovered Materials and the other circumstances of the case.

4.10 Collection or delivery of Materials or Toll Recovered Materials may be made by the Company at any time of the day.

4.11 Unless otherwise agreed if the Customer fails to take delivery of any of the Materials when they are ready for delivery the Company may store or arrange storage of the Materials until actual delivery or sale and charge the Customer for all related costs and expenses (including storage and insurance) resulting from the deferment of delivery.

4.12 Once a collection has been agreed should the Customer cancel the collection within 24 hours of the agreed date a cancellation may be levied.

5. PRICE AND PAYMENT

5.1 Any sum payable by the Customer to the Company under the Contract is expressed exclusive of any value added tax or duty, which the Customer shall pay, in addition, when it is due to pay the principal sum. Prices are payable by the Customer to the Company under Contract are exclusive of the costs of transport and packaging (unless otherwise agreed in writing by the Company) which the Customer will pay in addition at the same time.

5.2 Unless otherwise agreed in writing by the Company payment is due 30 days from the date of invoice.

5.3 No payment shall be deemed to have been received by the Company until the Company has received cleared funds.

5.4 All payments payable to the Company under the Contract shall become due immediately upon termination of the Contract despite any other provision.

5.5 The Customer shall make all payments due under the Contract without any deduction whether by way of set off, counterclaim or otherwise:-

5.5.1 except for any liquidated sum due and payable by the Company to the Customer; or

5.5.2 unless such deduction has been agreed in advance with the Company; or

5.5.3 unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

5.6 The Company may appropriate any payment made by the Customer to the Company to any invoice as the Company thinks fit despite any purported appropriation by the Customer.

5.7 If the Customer fails to make payment under the Contract on the due date then (without prejudice to its other rights and remedies) the Company may charge the Customer interest (both before and after judgment) on the amount unpaid of 8% above base rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until payment is made in full.

5.8 Credit terms granted may be withdrawn by the Company at any time, without notice, if, for reasons of late payment or otherwise the Company considers that a Customer's creditworthiness is impaired.

5.9 The Company shall be entitled at all times to set off any amount owing at any time from the Customer or any associated company of the Customer to the Company or any associated company against any amount payable at any time by the Company or any associated company of the Customer where associated company has the same meaning given to it by Section 416 Income & Corporation Taxes Act 1988.

5.10 The Company may invoice the Customer for the Services at any time after collection of the Materials and/or return of the Toll Recovered Materials.

5.11 The Company reserves the right to increase the price where quoted if the Material is deemed to be different to the description given at the time of booking the Material on to the Site. In such circumstances, and pending agreement on price, the Company reserves the right either to return the Materials to the Customer or to store the Materials (in either case at the cost of the Customer).

5.12 Title to the Materials or to the Toll Recovered Materials (as the case may be) shall not pass to the Customer until payment has been received by the Company in accordance with the Contract

6. HEALTH AND SAFETY

6.1 The Company shall perform the Services:

6.1.1 in a proper and efficient manner: and

6.1.2 with reasonable care and skill

6.2 The Company shall in performing the Services comply with:-

6.2.1 all special site conditions and safe working procedures notified in writing by the Customer to the Company before the date of the Contract in accordance with the Customers obligations under the Health and Safety at Work Act 1974 and:

6.2.2 all laws requirements and regulations of any central or local governmental body or authority relating to the performance of the Services.

7. LIMITATION OF LIABILITY

7.1 The Company shall not be liable for the defect in the quality of the Materials or the Services (whether in contract, negligence or otherwise) unless:

7.1.1 the Customer gives written notice of the defect to the Company and (if the defect is a result of damage in transit) to the carrier within 7 days of:

7.1.1.1 the date of delivery of the Materials or completion of the Services (where the defect would be apparent to the Customer upon a reasonable inspection): or

7.1.1.2 the date when the Customer knew or ought reasonably to have known of the defect (where the defect would not be apparent to the Customer upon reasonable inspection): and

7.1.2 the Company is given a reasonable opportunity after receiving the notice of examining such Materials or Toll Recovered Waste and the Customer (if asked to do so by the Company) returns such Materials or Toll Recovered Waste to the Company for the examination to take place there.

7.2 The Company shall not be liable for any defect in quality of the Materials or the Service (whether in Contract, negligence or otherwise) if:

7.2.1 the Customer makes any use of such Materials or Toll Recovered Waste after giving such notice: or

7.2.2 the defect arises because the Customer fails to follow the Company's oral or written instructions as to the storage of the same

7.3 If the Customer makes a valid claim against the Company based on a defect in the quality of the Materials or the Services the Company shall refund the price of such Materials or Services at the pro-rata contract rate or rectify the defect.

7.4 If the Company complies with condition 8.3 it shall have no further liability to the Customer for any defect in the quality of such Materials or Services.

7.5 All warranties, conditions or other terms which would be implied by statute or common law as being given by the Company as to the description, quality and fitness for purpose of compliance with sample are excluded from the Contract (to the extent permitted by law). The Customer warrants that it is not contracting as a person who deals with the Company as a consumer (as defined in s12 Unfair Contract Terms Act 1977 and under the

Consumer Transactions (Restrictions on Statements) Order 1976). Where the Customer deals as a consumer, his statutory rights are not affected

7.6 Nothing in these Conditions shall exclude or limit the liability of the Company for death or personal injury caused by the Company's negligence.

7.7 Except as set out in Condition 8.6

7.7.1 The Company shall not be liable to the Customer for any direct, indirect, special or consequential loss (including loss of profit), costs, damages, charges or expenses arising out of the delivery, non-delivery, supply or use of the Materials or performance, non-performance or supply of the Services (even if caused by the Company's negligence) : and The Company's liability under the Contract shall not exceed the amount set out in the Contract/paid to it for the relevant claim under its insurance policy covering such risks. The Customer acknowledges that delay in notifying any claim may prevent the Company recovering any money under such policy.

7.8 The parties shall each maintain at all times during the period of their Contract at their own expense the insurance necessary to provide adequate cover in accordance with sound business practice and in respect of 8.6 above in connection with the operation of the Contract and each party shall if so required by the other produce evidence of any applicable policy for inspection.

8. TERMINATION OF CONTRACT

8.1 The contract may be terminated forthwith by the Company if the Customer:-

8.1.1 fails to pay any sums due from the Customer to the Company under the Contract within 7 days of the due date for such payment: or

8.1.2 commits any material breach of any term of the Contract and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by the Company to remedy it: or

8.1.3 shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition, scheme or arrangement with (or assignment for the benefit of) the Customers creditors: or

8.1.4 shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986: or

8.1.5 shall have a receiver, administrative receiver or similar officer appointed in respect of all or any part of its business or assets: or

8.1.6 shall have a petition presented against it or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of a Customer or for the making of an administration order: or

8.1.7 is in the opinion of the Company about to cease to carry on business.

8.2 Any termination of the Contract pursuant to this Condition 9 or Condition 10.2 shall be without prejudice to any other right or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor

the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

8.3 Either party may terminate this Contract by giving the other not less than 60 days written notice and clause 9.2 shall apply.

9. FORCE MAJEURE

9.1 Neither party to the Contract shall be liable for any breach of its obligations under the Contract resulting from causes beyond its reasonable control including but not limited to fires, labour disputes (of its own or other employees), insurrection, riots, delays in transportation, inability to obtain supplies or regulations of any civil or military authority.

9.2 If a default due to a Force Majeure event shall continue for more than 4 weeks then the party not in default shall be entitled to terminate the Contract. Neither Party shall have any liability to the other in respect of the termination of Contract as a result of such event.

10. LAW AND JURISDICTION

10.1 The Contract shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English courts.