

General Terms & Conditions of Purchase

Definitions

- 1.1 "Delivery Date" means the date specified by WES when the Goods or Services are to be delivered;
- 1.2 "Goods" means the articles that WES agrees to buy from the Supplier, as set out in the Purchase Order;
- 1.3 "Invoice Address" means Accounts Payable, Waste Exchange Services Ltd, Wilton International, Redcar, TS10 4RG, UK ;
- 1.4 "Purchase Order" means WES's Purchase Order for the Goods or Services;
- 1.5 "Price" means the price for the Goods or Services stated on the Purchase Order, inclusive of VAT (if applicable) or any analogous sales tax, carriage, freight, postage, insurance and other costs;
- 1.6 "Supplier" means the person or organisation to whom a Purchase Order is sent by WES;
- 1.7 "Services" means all services and/or performance of works or professional services that WES agrees to buy from the Supplier, as set out in the Purchase Order;
- 1.8 "WES" means Waste Exchange Services Ltd, Wilton International, Redcar, TS10 4RG, UK;
- 1.9 "Terms and Conditions" means these terms and conditions and any special terms and conditions agreed in writing by WES and set out in the Purchase Order;

Terms and Conditions

- 2.1 In the absence of a signed agreement between WES and the Supplier for the purchase of particular Goods and/or Services, these Terms and Conditions shall apply to all the purchase of such Goods and/or Services by WES from the Supplier to the exclusion of all other terms and conditions, including any terms and conditions which the Supplier may purport to apply under any sales offer or similar document.
- 2.2 In the event Supplier form(s) or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, Supplier agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document and this Terms and Conditions shall supersede and control over those contained in the Supplier's form(s) regardless of any statement to the contrary in a Supplier form(s). Unless WES specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on Supplier forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 2.3 Despatch or delivery of the Goods or Services by the Supplier to WES shall be deemed conclusive evidence of the Supplier's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by WES. The Purchase Order, these Terms and Conditions and any special terms and conditions shall form the entire agreement between WES and the Supplier in relation to the purchase of the Goods and/or Services.

Price and Payment

- 3.1 Unless otherwise agreed, the Price is:
 - 3.1.1 that stated in the Purchase Order;
 - 3.1.2 exclusive of UK VAT;
 - 3.1.3 inclusive of any other taxes payable;
 - 3.1.4 inclusive of cost of delivery to the delivery address specified by WES and of standard packaging suitable for the means of delivery and any customs or import/export duties;
 - 3.1.5 fixed; and
 - 3.1.6 in the currency agreed between WES and the Supplier, and if no currency has been agreed, in GB Pound Sterling.
- 3.2 A valid VAT invoice in respect of the Price shall be produced to WES by the Supplier. Unless otherwise agreed in writing by WES, the invoice may only be submitted and dated after completed delivery of the relevant Good or completed performance of the relevant Services. The invoice shall not be valid unless it states the Invoice Address, the WES Purchase Order number, the Supplier's VAT number, the net amount due, and the Supplier's full banking details (including account number, sort code, and, where applicable, IBAN code).
- 3.3 WES shall pay the Price within 60 days from the end of the month of receipt of the invoice.
- 3.4 The Supplier shall not be entitled to vary the Price without the prior written consent of WES.

Warranty

- 4.1 Unless otherwise agreed, the Supplier warrants to WES, and it is a condition of the agreement between the Supplier and WES that the Goods themselves shall and the sale/performance of the Goods and Services shall:
 - 4.1.1 comply with any specification and any drawings, descriptions or samples supplied prior to the Purchase Order and any requirements made by WES;
 - 4.1.2 be of satisfactory quality, safe and fit for their purpose and any Services shall be supplied with due care and skill;
 - 4.1.3 comply with all laws and industry standards applicable to the nature of Goods and Services supplied.
- 4.2 Without prejudice to clause 4.1 and any other rights of WES, the Supplier warrants that the Goods and Services shall continue to comply with clauses 4.1.1 and 4.1.2 until (i) 3 (three) months from the date of completed delivery of the Goods and Services or (ii) 3 (three) months after they are put into use (whichever is the sooner) and if they do not so comply the Supplier shall at its cost, within 14 days remedy the defect in the Goods and/or Services or replace the Goods.
- 4.3 WES may without prejudice to its other remedies, within 3 (three) months of completed delivery at the Supplier's cost (including freight) reject, in whole or in part, Goods which do not comply with these Terms and Conditions. WES shall not be deemed to have accepted to Goods on receipt. The signature of a WES representative on delivery is only evidence of the number of packages and/or Services received and not that they comply with these Terms and Conditions.
- 4.4 Where the Goods are repaired or replaced in terms of clause 4.2 the Supplier warrants those repaired or replaced Goods for a further period of 3 (three) months from the date of repair or replacement.

Delivery of Goods and/or Performance of Services

- 5.1 Delivery of the Goods and/or Services shall be made to WES's address on the date specified in the Purchase Order during normal business hours, unless previously arranged otherwise. Time shall be of the essence in this respect and WES is entitled to cancel, without notice, the whole or any part of the Purchase Order if this Clause is not complied with by the Supplier.
- 5.2 The Services (if applicable) shall be performed in a professional manner to the satisfaction of WES. If any part of the Services is found to be inadequate or in any way differing from the Contract, other than as a result of default or negligence on the part of WES, the Supplier shall at its own expense reschedule and perform the work correctly within such reasonable time as may be specified.
- 5.3 Where WES cancels the whole or part of the Purchase Order in accordance with clause 5.1:
 - 5.3.1 all sums payable by WES in relation to the whole or part of the Purchase Order cancelled shall cease to become payable;
 - 5.3.2 all sums paid by WES in relation to the whole or part of the Purchase Order cancelled shall be repaid by the Supplier;
 - 5.3.3 WES shall be entitled to recover damages from the Supplier for any loss caused to WES where WES cancels the whole or part of the Purchase Order in accordance with clause 5.1.
- 5.4 Without prejudice to its other rights, WES may cancel a Purchase Order in whole or in part (i) immediately if there is a material breach of these Terms and Conditions (these shall include any breach of clause 4) (and if the breach is remediable if it is not remedied within 14 days of WES sending notice to the Supplier) or if the Supplier becomes bankrupt and (ii) on 1 (one) months' notice at any time prior to complete delivery of the Goods and Services.
- 5.5 The Supplier shall not without WES's written consent subcontract the supply of Goods and/or performance of the Services under this Terms and Conditions.

WES's Remedies

- 6.1 WES shall inspect the Goods or Services upon delivery in accordance with this clause 6.

- 6.2 Where Goods and/or Services are damaged WES shall notify the Supplier. WES may reject the damaged Goods and/or Services and the following provisions shall apply:
 - 6.2.1 the Supplier shall collect the damaged Goods from WES at the Supplier's expense;
 - 6.2.2 during the period between delivery of the Goods and collection by the Supplier, WES shall not be liable for any loss or further damage caused to the damaged Goods;
 - 6.2.3 all sums payable by WES in relation to the damaged Goods and/or Services shall cease to become payable;
 - 6.2.4 all sums paid by WES in relation to the damaged Goods and/or Services shall be repaid by the Supplier;
 - 6.2.5 WES shall be entitled to claim damages from the Supplier for any losses caused to WES as a result of the Goods and/or Services being damaged.
- 6.3 Where there are shortages in the Purchase Order WES shall notify the Supplier and the following provisions shall apply:
 - 6.3.1 all sums payable by WES in relation to the missing Goods shall cease to become payable;
 - 6.3.2 all sums paid by WES in relation to the missing Goods shall be repaid by the Supplier immediately;
 - 6.3.3 WES shall be entitled to claim damages from the Supplier for any losses caused to WES as a result of the shortages.
- 6.4 If WES so requests, the Supplier shall immediately replace damaged Goods or Services which are missing at the Supplier's expense and/or WES shall be entitled to cancel, without notice, the whole or any unexecuted part of the Purchase Order and the rights referred to in Clause 6.2 shall apply.
- 6.5 Where there is an excess of Goods in relation to the Purchase Order WES may reject the excess Goods by notice in writing to the Supplier and the following provisions shall apply:
 - 6.5.1 the Supplier shall collect the excess Goods from WES at the Supplier's expense;
 - 6.5.2 during the period between delivery of the Goods and collection by the Supplier, WES shall not be liable for any loss or damage caused to the excess Goods;
 - 6.5.3 no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to WES immediately.
- 6.6 WES may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by WES in accordance with Clause 3.
- 6.7 The Supplier shall repair or replace free of charge, Goods damaged or lost in transit upon receiving notice to that effect from WES.

Title and Risk

- 7.1 The title and risk in the Goods and/or Services shall remain with the Supplier until they are delivered at the point specified by WES in the Purchase Order or any other relevant document, and transferred to WES's possession, at which time title and risk in the Goods and/or Services shall transfer to WES.

Indemnity

- 8.1 The Supplier shall fully indemnify WES and keep WES fully indemnified for any claims, demands, cause of action, damage, loss, consequential loss, costs, expenses (including legal expenses) made against or suffered by WES arising out of loss or damage to any WES property, negligence or a breach by the Supplier of any of the Terms and Conditions set out here.

Intellectual Property Rights

- 9.1 All patents, copyright, design rights and other intellectual property rights ("IPR") in any materials prepared or supplied by WES to the Supplier shall remain the property of WES.
- 9.2 All IPR in materials prepared or developed by the Supplier in connection with the provision of Services shall vest in WES, unless specifically agreed otherwise in writing between WES and Supplier.
- 9.3 The Supplier shall disclose to WES all inventions which the Supplier or its staff may make in performing the Services and which are wholly or substantially based on concepts or data developed or supplied by WES. All IPR to such inventions shall vest in WES.
- 9.4 The Supplier shall execute all documents and perform such acts as may be reasonably necessary to enable WES to obtain and/or maintain its IPR.
- 9.5 In respect of IPR vested in a third party, the Supplier shall obtain from such third party (at no cost to WES) such permission, waiver or licence as may be necessary for the performance of the Services and/or for the data to be used, copied or modified by WES or by any third party authorised by the Supplier.
- 9.6 The Supplier waives, and shall procure from any third party the waiver of, the exercise against WES of all moral rights in materials that are or become vested in the Supplier and/or any third party.

Severance

- 10.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

Confidentiality

- 11.1 Supplier shall keep all work and services carried out hereunder for WES entirely confidential, and not use, publish, or make known, without WES's written approval, any information developed by the Supplier or furnished by WES to any persons other than personnel of the parties to this Terms and Conditions. Any public representation regarding WES shall be made by WES and any requests for information made to the Supplier by the news media, or others, shall be referred to WES. Additionally, the Supplier shall not reference WES nor the work performed for WES without prior written approval. Information Supplier considers as proprietary or confidential and has indicated/marked as proprietary or confidential will be treated by WES in the same manner as WES treats its own proprietary or confidential information. Supplier further agrees to place under a confidentiality obligation, any subcontracts and/or consults the Supplier enters into agreements with for the performance of work under this Terms and Conditions. Such confidentiality obligations shall be on terms no less stringent than the Supplier's confidentiality obligations under this clause 11.1.

Cancellation

- 12.1 Without prejudice to its other rights WES may cancel a Purchase Order in whole or in part (i) immediately if there is a material breach of these Terms and Conditions (this shall include any breach of clause 4) (and if the breach is remediable if it is not remedied within 14 days of WES sending notice of it to the Supplier) or if the Supplier is in financial difficulties and (ii) at any time prior to the completed delivery of the Goods or performance of the Services in accordance with these Terms and Conditions on 1 month's notice. Terminating the Purchase Order shall not affect those Terms and Conditions which are capable of subsisting.

Assignment

- 13.1 The Supplier may not assign or otherwise transfer its rights or obligations under these Terms and Conditions without WES's prior written consent.

Notices

- 14.1 Unless otherwise agreed, notices to WES shall be addressed to, Waste Exchange Services Ltd, Wilton International, Redcar, TS10 4RG, UK, and to the Supplier at its address as given on invoices, the Purchase Order or other official document.

Governing Law & Jurisdiction

- 16.1 These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.