

WASTE EXCHANGE SERVICES LTD

SERVICE, QUALITY, HEALTH, SAFETY AND THE ENVIRONMENT – OUR AIMS

WES aspires to provide best in class products and service to all customers and to work with them to create mutually beneficial relationships. Please inform us if we can improve our service or products or if you believe we have failed to meet these high standards and we will ensure a prompt and effective response. WES seeks to ensure that our operations will cause no harm to people or the environment, and we want to work with our customers to achieve this objective. Your attention is drawn to our published Material Safety Data Sheets regarding the products.

STANDARD TERMS AND CONDITIONS OF SALE

1. General Terms

These terms and the transaction details to which they apply (the "Agreement") set out all contractual terms relating to the sale of the specified products (the "Products"), except where Waste Exchange Services Ltd (referred to as WES in these terms of sale) have agreed in writing to accept any change. The UN Convention for the International Sale of Goods does not apply. Definitions in 'Incoterms 2000' (for example ex-works or CIF) apply. All liability for pre-contractual misrepresentations, even when these have become terms of the Agreement, is excluded, except where fraudulent. These terms apply between the buyer of Products (the "Buyer") and WES. The Buyers standard Terms of purchase do not apply. WES may assign its rights and obligations under this agreement to any subsidiary of WES from time to time.

2. Deliveries

WES will use reasonable endeavours to achieve delivery on time, in full (within a 5% tolerance). WES will keep the Buyer informed of any material variation from agreed delivery times. The Buyer must provide what are, in WES opinion, proper, safe access and facilities to accept deliveries, and must reimburse any actual costs incurred by WES if we suspend or refuse delivery where such facilities are not available or where unloading takes more than a reasonable time due to the Buyers fault. Delivery or use by WES of any facilities does not constitute their approval or acceptability by us.

3. Measurements

WES quantity and quality measurements taken by an approved weighbridge stated in the invoice and shall be binding unless proved by the Buyer to be in error.

4. Transfer of Ownership and Risk

WES will retain ownership of and the right of disposal with respect to the Products, to the fullest extent permitted by law, until payment for the relevant quantity is actually received by us, even if the Products are committed with other goods. Until payment is made, WES Products must be separately stored, identified (where possible) and must be returned or be available for collection at WES request. WES may enter the Buyers premises to collect our Products. Risk in the Products shall pass to the Buyer (per Incoterms) and WES may maintain an action for price, notwithstanding that WES retains ownership of the Products.

5. Price, Payment

Unless otherwise agreed:

- a) Will be agreed in writing by WES to the Buyer
- b) Full payment must be received (without deduction for set off or counter claim except where WES shall have given its prior written approval) when due Funds must be received in WES specified bank account no later than the due date as indicated on WES invoice document or no later than the last banking before due date falls on a non banking day. Late payments bear interest at 10% per annum from the due date until actual receipt;
- c) If WES requires, deliveries may be suspended until the Buyer provides acceptable security for payment or if any invoice is not paid when due;

- d) Quoted prices do not include any Value Added Tax, Sales Tax or their equivalents, if applicable. The Buyer must promptly provide WES with all evidence required under local, supranational or EU law to justify any request for exemption from VAT or other applicable taxes. The Buyer indemnifies WES against any tax, cost or penalty WES incurs if the Buyer fails to justify any such request.

6. Limitation of Liability

WES Prices are listed and negotiated on the basis that our maximum legal liability will be restricted. Customers normally have their own risk mitigation and management arrangements in place and duplication of these would be wasteful. Unless otherwise agreed in writing, WES maximum aggregate liability to the Buyer arising out of or in connection with this sale shall be limited to the delivered value of the materials supplied.

7. Warranties

WES warrant that we are able to pass ownership of the Products sold to the Buyer, that they will meet the relevant contractual specification at the point where risk passes to the Buyer, and that they do not infringe any patent in their country of origin. All other conditions, warranties or terms, express or implied (whether by statute or otherwise) are excluded including as to quality, description or fitness for any purpose. Any technical information or advice from WES is given and accepted at the Buyers risk.

8. Making Claims

Any claim for shortage, or damage in transit, must be made to WES in writing within 3 days of receipt of the Products. Any claim for non-conformity to specification must:

- a) be made within 10 days of the date you became aware of the non-conformity but no later than 40 days from the receipt of the Products; and
- b) in respect of Products processed by the Buyer, be supported by proof that the defect was not ascertainable before processing.

Only differences in net weight or volume against invoiced quantity in excess of 0.5% per bag or bulk delivery or 1% per drum may be subject to quantity claims. Any claims not made as required shall be waived.

9. Inability to Deliver

If WES are prevented or partially prevented from or are delayed in delivering the Products to the Buyer for any reason beyond its reasonable control, WES will not be obliged to purchase substitute products from any third party, and may allocate available supplies amongst the Buyer and others (including WES) on such basis as WES believe is fair and practical. All other liability for such delay or failure to deliver is excluded.

10. Returnable Containers

Where products are supplied in returnable containers or pallets, these must be promptly returned to WES or our authorised contractor at your cost in substantially the same condition as you received them. If containers or pallets are returned damaged or not returned within 90 days of deliver WES may invoice you for their repair or replacement.

11. Force Majeure etc

WES will be entitled in its discretion to vary or cancel this Contract without liability in the event of ACT of God, war, strike, lock outs, flood, drought, tempest or any other cause beyond control of WES or owing to any inability by the WES to produce materials or any articles required for the performance of the contract.

12. Legal Construction

These Conditions and this Contract shall be governed by and constructed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English Courts. The headings of the Clauses in these conditions shall not affect the construction of these Conditions.