

COUNTYCLEAN ENVIRONMENTAL SERVICES LIMITED

TERMS & CONDITIONS

1. INTERPRETATION

1. In these Terms and Conditions the following words have the following meanings:

1.1. "The Buyer" means the person(s), firm or the company who purchases the Services from the Company;

1.2. "The Company" means COUNTYCLEAN ENVIRONMENTAL SERVICES LIMITED of Chilley Farm Office, Rickney, Near Hailsham, East Sussex, BN27 1SE, (Company Number. 06241918);

1.3. "Agreement" means any contract between the Company and the Buyer for the sale and purchase of the Services, incorporating these Terms and Conditions;

1.4. "Waste" shall have the same meaning as 'Directive Waste', defined under the Waste Management Licensing Regulations 1994.

1.5. "Services" means any Services agreed in the Agreement to be supplied to the Buyer by the Company that the Company are legally entitled to provide by the terms of their waste Carriers licence.

1.6. "VAT" shall mean Value Added Tax as constituted by the Value Added Tax Act 1994 (as amended) or any other similar tax imposed in addition or substitution

1.7. Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

2. APPLICATION OF TERMS

1. Subject to any variation under condition 2.3, the Agreement will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Agreement simply as a result of such document being referred to in the Agreement.

3. These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the Company.
4. Each order for Services placed by the Buyer with the Company shall be deemed to be an offer by the Buyer to purchase Services subject to these Conditions.
5. No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company to the buyer or (if earlier) the Company has provided the Services to the Buyer.
6. The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.
7. Any quotation is given on the basis that it is not an offer capable of acceptance and that no contract will come into existence until an order is placed by the Buyer and the Company dispatches a signed acknowledgement of order to the Buyer.

3. DESCRIPTION

1. The description of the Services shall be as set forth in the Agreement.
2. All technical data, descriptions and illustrations of the Services in offers, leaflets, and advertising material are illustrative only and subject to change without notice. They will not form part of the Agreement.

4. SUPPLY OF THE SERVICES

1. Unless otherwise agreed in writing by the Company, supply of the Services shall take place at the site address within the United Kingdom shown in the Agreement.
2. Any dates specified by the Company for the supply of the Services are intended to be an estimate and time for supply of the Services shall not be made of the essence by notice. If no dates are so specified, the supply of the Services will be within a reasonable time.
3. Subject to the provisions of clause 10 of these Terms and 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 supply of the Services (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Agreement unless such delay exceeds 28 days.
4. The Buyer will provide at the site address adequate and appropriate access to facilitate the supply of the Services (the provision of which normally requires the use of heavy goods vehicles) including, but not limited to, the provision of appropriate and clear access through roadways free from inter alia but not restricted to overhanging branches, appropriate man-hole covers and adequate protection for underground drainage runs.

5. The Company reserves the right to decide whether access provided by the Buyer for the Company is reasonable

6. If the Company supplies some but not all of the Services, the Buyer is not entitled to object or reject the Services or any part of them by reason of the shortfall and shall pay for such Services at the pro rata Agreement rate.

5. PRICE

1. Unless otherwise agreed by the Company in writing, the price for the Services shall be:

1.1. The price set out in the Agreement; or

1.2. Where the Company cannot identify the extent, and therefore the cost, of the Services in advance of carrying them out, such reasonable charges as the Company shall subsequently make for carrying out the Services.

2. The price for the Services shall be exclusive of any value added tax which amount the Buyer will pay in addition when it is due to pay for the Services.

6. PAYMENT

1. Payment for the Services is due within 30 Days of the date of the invoice rendered by the Company to the Buyer.

2. The Buyer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise

3. If the Buyer fails to pay the Company any sum due pursuant to the Agreement, the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of The Royal Bank of Scotland Plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4. (a) The Company reserves the right to make delivery by installments and render a separate invoice in respect of each such installment.

(b) If the Company exercises its right to make delivery in installments in accordance with sub-paragraph (a) above, then any delay in delivering or failure to deliver any further installment or installments shall not entitle the Buyer to reject the Agreement or the delivery of any other installment or to withhold payment in respect of any installment previously delivered.

5. Where any sum owed by the Buyer to the Company under this or any other agreement is overdue, the Company shall be entitled to cease work under the Agreement until such sum (together with such interest as may be due thereon) is paid and in the event that such

default continues for longer than one month, the Company shall be entitled but not bound (without prejudice to any other rights that he may have in respect thereof) to terminate the Agreement forthwith.

6. The Company reserves the right by giving notice to the Buyer, at any time before the supply of any of the Services hereunder, to increase the price for the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, such as, but not limited to, any alteration to or the enactment of any legislation regulations or any other enactment relating to the supply of the Services, significant increases to the cost of labour, any change in dates for the supply of the Services, which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions necessary for the supply of the Services.

7. WARRANTIES OF THE BUYER

1. The Buyer hereby warrants that the description of the Waste set forth in the Agreement is accurate and sufficiently detailed to enable the Company to comply with any statutory requirements or regulations applying to the Waste;

2. The Buyer hereby warrants that it shall indemnify the Company against any loss or damage incurred by the Company as a result of the Buyer's breach of clause 7.1.

3. The Buyer hereby warrants that it shall indemnify the Company against any loss or damage incurred in respect of the Buyer's failure to comply with any statutory requirement or regulation applying to the Waste.

4. The Buyer hereby warrants to indemnify the Company for any damage or loss caused to the Company, its employees or its equipment where such damage is caused by the buyer, the buyer's employees, the buyer's negligence or breach of statutory obligations or any breach of the buyer's obligations under these terms and conditions

8. WARRANTIES OF THE COMPANY

1. The Company hereby warrants that, provided the Buyer complies with these Terms and Conditions, the Company will comply with all statutory and regulatory requirements which may apply to it in connection with the Waste.

2. The Company confirms that it is an authorised person pursuant to Section 34 of the Environmental Protection Act 1990.

9. QUALITY

1. The Company warrants that (subject to the other provisions of these Conditions) the Services will be carried out with reasonable skill and care.

2. The Company shall not be liable for a breach of the warranty in clause 9.1 unless:
 - 2.1. The Buyer gives written notice to the Company within 14 days of the time when the Buyer discovers or ought to have discovered the defect in the Services; and
 - 2.2. The Company is given a reasonable opportunity after receiving the notice of examining such Services and providing a response.
3. Subject to clause 9.2, the Company shall, at its option, correct such Services or refund the price of such Services at the pro rata Agreement rate for the service or services provided.
4. If the Company complies with clause 9.3 it shall have no further liability for a breach of the warranty in condition 9.1 in respect of such.

10. LIMITATION OF LIABILITY

1. The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 1.1. Any breach of these Terms and Conditions; and
 - 1.2. Any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.
2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
3. Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
4. THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 10.5
5. Subject to clause 10.3:
 - 5.1. The Company's total public liability arising in connection with the performance or contemplated performance of the Services under the Agreement shall be limited to £10,000,000 (£10million)
 - 5.2. The Company's total product liability arising in connection with the performance or contemplated performance of the Services under the Agreement shall be limited to £10,000,000 (£10million);

5.3. Except as provided in clauses 10.5.1 and 10.5.2, the Company's total liability arising in connection with the performance or contemplated performance of the Services under the Agreement shall be limited to £100,000;

5.4. For the avoidance of doubt there shall be included in the amounts set out in clauses 10.5.1, 10.5.2 and 10.5.3 all legal and other professional fees, costs and expenses incurred by the Buyer in establishing and presenting any claim against the Company; and

5.5. The Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

5.6. The price for the Services is determined on the basis of the exclusions from, and limitations of, liability contained in these Terms and Conditions. The Buyer expressly agrees that these exclusions and liabilities are reasonable because of (amongst other matters) the likelihood that the amount of damages awardable to the Buyer for a breach by the Company of these Terms and Conditions may otherwise be disproportionately greater than the price for the Services.

5.7. In the event the Buyer is a consumer, such consumer's statutory rights are not adversely affected by these Terms and Conditions.

11. ASSIGNMENT

1. The Buyer shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Company.

2. The Company may assign the Agreement or any part of it to any person, firm or company.

12. FORCE MAJEURE

1. The Company reserves the right to defer the date of delivery or to cancel the Agreement or reduce the volume of the Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or malfunctions of the company's machinery including vehicles provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Agreement.

13. GENERAL

1. Each right or remedy of the Company under the Agreement is without prejudice to any other right or remedy of the Company whether under the Agreement or not.
2. If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
3. Failure or delay by the Company in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement.
4. Any waiver by the Company of any breach of, or any default under, any provision of the Agreement by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
5. The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
6. These Terms and Conditions (together with the terms, if any, set out in the Agreement) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14. TERMINATION

1. The Agreement shall run from the date of commencement for the Agreement period. At the end of the Agreement period where the Agreement is for the provision of a recurring Service(s), the Agreement shall become an agreement for a period of one year which shall continue from year to year unless the Buyer gives the Company a minimum of six months' notice in writing that the Buyer wishes to end the Agreement.
2. The Company may end the Agreement by giving to the Buyer a minimum of six months notice in writing, such notice to expire at the end of the Agreement Period or any subsequent anniversary thereof. The Company may end the Agreement immediately at any time if:
 - 2.1. The Buyer is in breach of the Agreement
 - 2.2. The Buyer does not make any payment due to the Company on time

2.3. The Buyer receives an order against him to wind up his business

2.4. The Buyer has an administrator, administrative receiver or liquidator appointed in respect of some or all of its business or assets

2.5. The Buyer is unable to pay his debts as they fall due or is made bankrupt

2.6. The Buyer compounds or makes an arrangement with his creditors or has distress levied against any of his goods or assets

3. If the Buyer terminates the Agreement pursuant to clause 14.1 above, the Buyer must pay to the Company an amount equal to sixty-seven per cent of the standard charge for whatever amount of /the Agreement Period remains unexpired. The Buyer must also pay to the Company any overdue payments and interest that the Buyer owes to the Company under the Agreement and any costs incurred by the Company in collecting from the Buyer any payments still owed to the Company.

15. NOTICE

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.