

TERMS AND CONDITIONS OF TRADE

1. Definitions

- 1.1 Customer The person, firm or company or their agents who have placed an order with the Supplier. Where the Customer is more than one person their obligations are joint and several.
- 1.2 Supplier CWM Aggregates Ltd consisting of CWM Aggregates Ltd and their subsidiaries and agents.
- 1.3 Contract The order placed by the Customer with the Supplier for the provision of the Service.
- 1.4 Waste Controlled Waste within the meaning of The Environmental Protection Act 1990 and 1995 and as amended by subsequent legislation which in all respects complies with any description contained in any transfer note produced by the Customer and is material of a kind which the Supplier is willing to and permitted by law to receive or dispose of at the Facility.
- 1.5 Goods Any materials produced or supplied by the Supplier.
- 1.6 Facility Any location at which the Supplier agrees to receive or dispose of Waste.
- 1.7 Service The collection and / or receipt or disposal of the Waste or the sale and / or delivery of Goods or the hire of Equipment or the provisions or supply of any other Goods by the Supplier in accordance with the Contract.
- 1.8 Duty Of Care The duty of care imposed by the EPA and the regulations made there under as amended.
- 1.9 Equipment Any Equipment of the Supplier to be used in connection with or entrusted to the Customer under the Contract.
- 1.10 Legal Requirements Any requirements imposed on the Supplier or the Customer by virtue of statute law, regulations, order decree, delegated legislation or government guidance or resulting from the contractual obligations of either party or including but without prejudice to the generality imposed by virtue of the EPA as amended.
- 1.11 Price The Price for the Service in accordance with the Contract and any taxes payable thereon together for the purpose with any other charges payable or made by the Supplier under the Contract.
- 1.12 Vehicle Any Vehicle used in connection with the Service and including all tools, Equipment, parts, accessories, containers, vessels and loaders of any description.

2.0 General

- 2.1 No variation or alteration of these terms nor any terms and conditions of the Customer shall be of any effect unless expressly agreed in writing by an authorised representative of the Supplier. These terms are deemed to be incorporated in to any Contract unless and to the extent expressly modified by an authorised representative of the Supplier.
- 2.2 In no event shall the Supplier be liable or required to indemnify the Customer for or against any loss of use or loss of profits or other consequential loss, whether arising as a result of the Suppliers breach of Contract, negligence or other tort or statutory duties.
- 2.3 If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this contract and the remainder of the unaffected provisions shall be unaffected and shall remain in force and effect.
- 2.4 This contract is governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 2.5 The Customer agrees to indemnify and keep indemnified the Supplier from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Supplier resulting from breach of this contract by the Customer including any negligent act or default of the Customers employees or agents.

3.0 Hire of equipment

- 3.1 The Supplier agrees to supply and deliver the Equipment at the delivery address on the delivery date at the Price, and thereafter to remove the Equipment together with Waste or other materials deposited in the Equipment on the removal date or such other dates as the Supplier shall at its absolute discretion determine subject to the terms and conditions of this contract.
- 3.2 In consideration for the Service the Customer agrees to pay the Supplier the Price on the removal date or such other date as shall be agreed in writing by the Supplier.
- 3.3 The Equipment shall be at the Customers risks from the time that it is delivered to the delivery address to the time that it is removed from the delivery address by the Supplier. However for the avoidance of doubt title in the Equipment shall remain with the Supplier.
- 3.4 The Customer warrants that the permission of the Highway Authority has been obtained where the Equipment is to be placed other than on private property and the Customer will ensure that all conditions subject to such permission shall be observed at all times particularly in respect of lighting during the hours of darkness
- 3.5 If the Equipment is returned in a damaged or defective state except due to fair wear and tear, the Customer agrees to pay the Supplier for the cost of any repair required to return the Equipment to a condition fit for re-hire. The Customer agrees to pay the Supplier the replacement cost on a new for old basis of Equipment which is lost, stolen and damaged beyond economical repair during the period of this contract.
- 3.6 Where Equipment is cross hired by the Supplier the terms, conditions and indemnities applicable to the Equipment hire shall be incorporated in to this Contract with the effect that the Customer shall indemnify the Supplier to the extent of the indemnity in the Contract with the equipment supplier.

4.0 Description of products and material for disposal

The Customer warrants and undertakes to the Supplier that any material for disposal is Waste and complies in every respect with the meaning given to Waste in term 1 above and the description accorded to it in the transfer note and in any written particulars given by the Customer to the Supplier prior to provision of the Service.

- 4.1 The Customer shall clearly identify in the Waste particulars any actual or potential hazard to health or to the environment presented by the Waste and shall ensure that any hazard is clearly identified. The Customer shall supply all information as the Supplier requires so as to enable compliance with legal requirements and in any event shall complete and provide the Supplier with all documents and notices relating to the Waste and indemnify the Supplier against the consequence of any failure by it to do so.
- 4.2 The Customer shall not deliver nor shall the Supplier accept any material for disposal if the Waste or material to be delivered or received from the Customer does not comply with its description. Where the Supplier is willing and legally able to accept at the Facility any Waste that does not comply with its description then it shall in its absolute discretion be entitled to levy additional charges.
- 4.3 If any Waste or material which does not comply with its description is delivered or brought to the Facility and the Supplier is not willing or legally able to retain it at the Facility then the Customer shall remove it as and when required by the Supplier and the Customer will indemnify the Supplier from and against all costs, claims, demands and liabilities in any manner connected with or arising from its breach of Contract and without limitation any removal, treatment, making safe disposal of the Waste or material in question.
- 4.4 No responsibility is accepted or warranty as to suitability given by the Supplier in respect of the quality or fitness of Goods or Services supplied by the Supplier except as specified by law and any warranties terms or conditions implied by law are so far as it is lawful to do excluded. No warranty is given by the Supplier concerning the quality or physical characteristics of Goods and liability of the

Supplier shall be strictly limited to the Price paid. The Supplier accepts no liability for any consequential loss however suffered arising from the supply of Goods or Services under the Contract.

5.0 Price invoicing and payment

- 5.1 The Price payable in respect of the Service shall be the current Price specified in any written quotation or current Price list and be subject to variation from time to time. The Supplier reserves the right to withdraw or amend a quotation at any time and in this event no liability shall attach to the Supplier. All quotations are valid for 30 days and may be varied by the Supplier giving 7 days written notice.
- 5.2 All Prices unless stated are exclusive of VAT.
- 5.3 This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.
- 5.4 The Customer shall raise invoice queries within 14 days after which time the invoice shall be deemed to be payable in full. Invoice queries shall not be grounds for withholding payment of invoices which are not being queried or part thereof.
- 5.5 In the event of a query the Supplier reserves the right to charge at its discretion for additional copies of invoices or any other documents.
- 5.6 Payments in respect of each transaction shall be made at the Suppliers office unless arrangements for a credit facility have been agreed with the Supplier.
- 5.7 Where a credit facility is provided payment shall be made within 30 days of the date of the invoice.
- 5.8 The Supplier will have the right to set off any monies owed under the Contract against any monies owed to the Customer.
- 5.9 The Customer shall make all payments without deduction and shall not be entitled to set off against monies owed by the Supplier.
- 5.10 If the Customer fails to pay all monies owing, they shall become due, and the Supplier shall without prejudice to any terms of this Contract be entitled to charge interest on the aggregate of the sum outstanding at a rate per annum equal to 8% above its banker's base lending rate calculated on a daily basis.

6.0 Provision of service

- 6.1 Customers use the Facility entirely at their own risk and the Supplier shall not be liable for damage caused to Customer's property or other claims arising from the use of the Facility. The Customer shall indemnify the Supplier against such claims arising from it or its agent's use of the Facility.
- 6.2 Title of Goods or Waste shall pass to the Customer or the Supplier respectively only after full payment is received.
- 6.3 Charges shall be calculated on items of Equipment hired, the weight of materials purchased or deposited at the facility, or the volume of material deposited which shall be determined by the Supplier or other measures used as agreed.
- 6.4 The signature of the Customer or their agents on a conveyance note or weighbridge ticket or other documents shall be binding on the Customer who shall not be entitled to dispute the information contained therein.
- 6.5 The Customer warrants and undertakes to the Supplier that it and its agents will comply in every respect with its obligations under the duty of care and any instructions, guidance or directions applicable to the Facility from time to time issued by the Supplier. The Customer shall ensure that vehicles entering the Facility are registered under the Control Pollution (amendment) Act 1989 as amended and provide a copy of the certificate of registration to the Supplier.
- 6.6 The Supplier reserves the right to refuse admission to the Facility and the Service is supplied subject to availability of Equipment, products, licensed disposal facilities and / or storage capacity. The Supplier shall not be liable for any loss or damage incurred as a result of non, partial or slow performance of the Service or any other circumstances beyond its control and the Supplier shall be entitled to wholly or partially suspend performance of the Contract or extend the time for performance of the same.
- 6.7 The Customer agrees to accept full responsibility for and to reimburse the Supplier in respect of any loss, cost, claims, damages or expenses that the Supplier may sustain whether as a result of damage to their Vehicle, Equipment, themselves or to the property of the Customer or third parties during the course of delivery or collection of Equipment, product or Waste where such delivery or collection entails the Suppliers Vehicle leaving the public highway and to hold the Supplier harmless in respect of the same.
- 6.8 We may transfer information about you to our financiers, who may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us; from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches; may give information about you and your indebtedness to our or their insurers for underwriting and claims purposes; any guarantor or indemnifier of your or our obligations to enable them assess such obligations; their bankers or any advisers acting on their behalf; any business to whom your indebtedness or our arrangements with our financiers may be transferred to facilitate such transfer; may monitor and/or record any phone calls you may have with them, for training and/or security purposes; in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However, a fee will be payable

7.0 Suspension and termination

- 7.1 The Supplier may at its discretion and without prejudice to any other remedy for breach of Contract enter premises, return waste and repossess Goods or Equipment, partially suspend, cancel or determine the Contract if the Customer:
 - 7.1 Fails to pay any monies due to the Supplier or any associated companies.
 - 7.2 Fails to comply with any condition the Contract.
 - 7.3 Enters into an arrangement with creditors, is partitioned or placed into administration, enters involuntary liquidation, is unable to pay its debts or is removed from the register of companies.
 - 7.4 The suspension or cancellation of the Contract shall not release the Customer from unpaid invoices, accounts or other liability arising under the Contract which shall immediately become due and payable.
 - 7.5 Our GDPR policy applies to all transactions. A copy is available on our web site or on request.