

ALLWOOD RECYCLING SOLUTIONS LTD

GENERAL TERMS & CONDITIONS OF PURCHASE OF SERVICES

1. Definitions and Interpretation

In any agreement the following terms shall mean

Company: Allwood Recycling Solutions Ltd, a company registered in England and Wales under number 07155029 whose registered office is at 7 Charles Court, Budbrooke Road Industrial Estate, Warwick, CV34 5LZ

Company Materials: means all materials, documents, equipment, data and information provided by or on behalf of the Company to the Supplier in connection with services

Conditions: means these terms and conditions of purchase and any Special Conditions

The Agreement: the Supplier's quotation or proposal for services

Contract: the contract between the Supplier and the Company for the sale and purchase of goods and/or the supply of services

Order: the Company's purchase order for the goods and/or services

Specification: includes any plans, drawings, data or other information relating to the goods and/or services

Commencement Date: the date set out in the Agreement

Duty of Care: the duty of care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) ("EPA")

Initial Term: the minimum period for which the Agreement shall continue as detailed in the Agreement

Service: the services to be provided under the Agreement and/or Order together with any services the Company takes or agrees to take from the Supplier

Service Levels: means the service levels set out in the Order or as agreed elsewhere by the parties in writing

Special Conditions: means in relation to each Order, the special conditions either set out in the Order or made known to the Supplier by the Company from time to time

Site: the premises as detailed in the Agreement

Supplier: means the person, firm or company who accepts the Company's order and supplies the Services to the Company

Waste: waste other than special waste (as defined in the EPA) and conditions of purchase and any Special Conditions

Prohibited Acts: means (a) offering, giving or receiving an inducement or reward in relation to obtaining or performing the Contract or for showing or not showing favour to any person in relation to the Contract or otherwise in relation to the Company's business, (b) committing any offence under the Bribery Act 2010 as amended or replaced from time to time, (c) committing any offence under the Criminal Finances Act 2017 as amended or replaced from time to time.

Data Protection Legislation: means any applicable laws, regulations and/or secondary legislation as amended or updated from time to time, in relation to data privacy laws and the General Data Protection Regulation ((EU) 2016/679) as and when it is applicable

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names

Personal Data: means any personal data (as defined in applicable Data Protection Legislation) relating to or originating from the Company or Joint Venture which is processed by or on behalf of the Supplier under the Contract for purposes of providing the Services

Policies: means the Company's policies including but not limited to Anti-Bribery, Anti-Slavery and Human Trafficking, Environmental, Information Security

2. Application of Terms

- 2.1. Except in relation to any Special Conditions and subject to any variation these Conditions are the only terms and conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract and all dealings with the Supplier to the entire exclusion of all other terms or conditions contained or referred to in any correspondence or documentation submitted by the Supplier or elsewhere or implied by custom, practice or course of dealing.
- 2.2. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of the Order, specification, invoice or similar document shall form part of the Contract and by accepting the Order the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3. Each Contract shall be a discrete agreement between the Company and the Supplier. The Company is under no obligation to enter into further Contracts with the Supplier.
- 2.4. The Supplier warrants that it has not committed any Prohibited Acts and each of its agents, employees, group companies and assigns have not committed any Prohibited Acts and that it has in place adequate procedures to prevent and monitor the occurrence of any Prohibited Acts and that it is otherwise and shall continue to be in compliance with the Policies and all legislation, rules, regulations and codes of conduct relating to bribery and corruption.
- 2.5. In the event of any conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.

3. Services

- 3.1. The Supplier shall manage and provide the Services as the Company may direct, in accordance with the Order and any agreed timeframes and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
- 3.2. The Supplier shall:
 - 3.2.1. Co-operate with the Company in all matters relating to the Services;
 - 3.2.2. Ensure that the Supplier's Team are suitably skilled, experienced and qualified to carry out the Services;
 - 3.2.3. Perform the services using reasonable care and skill and in accordance with the Service Levels

- 3.2.4. Observe and comply with, and ensure that the Supplier's Team observe and comply with the Policies and all applicable laws, statutes, regulations and codes from time to time in force (including without limitation the Modern Slavery Act 2015)
- 3.2.5. Notify the Company as soon as it becomes aware of any health and safety hazards, issues or breaches which arise in relation to the Service
- 3.2.6. Co-operate fully with the Company in its monitoring of Health and Safety Standards
- 3.3. The Supplier shall during the terms of the Contract and for the period of 6 years thereafter maintain such records relating to the provision of Services, the calculation of the price and/or the performance by the Supplier of its obligations under the Contract as the Company may reasonably require and shall on request produce them for inspection by the Company or, on receipt of reasonable notice allow or procure for the Company and/or its authorised representatives access to any premises where any such records are stored for the purpose of inspecting and/or taking copies of and extract from such records. In addition, the Company and its third party representatives shall have the right to conduct an audit of the operations and facilities used by the Supplier to provide the Services.

4. Changes to the Services

- 4.1. If the Supplier requires changes to the frequency or timing of the Services or other changes to the Services, it may put forward a request in writing. The Company shall use reasonable endeavours (but shall not be obligated) to comply with any such requests. If the Company does not wish to proceed there shall be no change to the Contract
- 4.2. Any Services in excess of those specified in the Contract which have been agreed by the Company or additional Services agreed to be provided by the Supplier will be charged in addition to the price within the Contract.

5. Goods

- 5.1. The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable specification supplied by the Company to the Supplier or agreed in writing by the Company (or in the absence of any such specification or notification, shall be of the best available design, of the best quality, material and workmanship and be without fault).
- 5.2. Any specification supplied by the Company to the Supplier, or specifically produced by the Supplier for the Company, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Supplier shall not disclose to any third party or use such specifications except the extent that it is or becomes public knowledge through no fault of the Supplier or as required for the purpose of the Contract.
- 5.3. The Supplier shall comply with all applicable regulations or other legal requirement concerning the manufacture, packaging, packing and delivery of the Goods.
- 5.4. The Supplier shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and the Supplier shall (at no expense to the Company) provide the Company with all facilities reasonably required for inspection and testing.
- 5.5. If as a result of inspection or testing the Company is not satisfied with the Goods, the Company shall inform the Supplier and the Supplier shall (at no expense to the Company) immediately take such steps as are necessary to ensure compliance and in addition the Company shall have the right to require and witness further testing and inspection.
- 5.6. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Suppliers obligations under the Contract.
- 5.7. If any of the Goods fail to comply with the provisions set out in Condition 5, the Company shall be entitled to avail itself of any one or more remedies listed in Condition 13.
- 5.8. The Goods shall be marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

6. Company's Obligations

- 6.1. The Company shall, subject to the Supplier's compliance:
 - 6.1.1. Provide such access to the Company's premises and data, and such office accommodation and other facilities as may reasonably be required by the Supplier and agreed with the Company in writing in advance, for the purposes of the Services
 - 6.1.2. Provide such information as the Supplier may reasonably request and the Company considers reasonably necessary, in order to carry out the Services in a timely manner, and ensure that it is accurate in all material respects
 - 6.1.3. Inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Company's or the Company's client premises

7. Fees and Payment

- 7.1. The price of the Services shall be stated in the Order or the Proposal and unless otherwise agreed in writing by the Company shall be exclusive of VAT or other sales tax but inclusive of all other charges.
- 7.2. No variation in the price nor extra charges shall be accepted unless agreed by the Company in writing.
- 7.3. The Company shall pay the price of the Services and/or Goods within 60 days after the end of the month of the receipt of a correct and undisputed invoice
- 7.4. Without prejudice the Company reserves the right to set off any amount and/or liability owing at any time from the

Supplier to the Company against any amount payable by the Company to the Supplier under the Contract or otherwise.

8. Intellectual Property Rights

- 8.1. The Supplier irrevocably assigns to the Company, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables) and Goods.
- 8.2. All Company Materials are the exclusive property of the Company.

9. Supplier's Duties of Confidentiality / Non-Solicitation

- 9.1. Without prejudice to any other obligation of confidence which may be owed by the Supplier to the Company, the Supplier shall during the term of the Contract and after its termination:
 - 9.1.1. Keep confidential and not use (other than as it is strictly necessary for carrying out its duties under the Contract) any information relating to the business of the Company whether written, oral, visual or on computer disk, supplied by the Company to the Supplier either directly or indirectly from information supplied by the Company, or as a result of visit by the Supplier to the premises of the Company or the premises of the Company's clients.
 - 9.1.2. Provide at least the same degree of protection in respect of the Company's information as it would for its own confidential information.
 - 9.1.3. Not disclose the Company's information whether to its employees or other third parties except in confidence to such of its employees or directors who need to know the Company information to carry out the Suppliers obligations under the Contract, provided that such employees and directors are obliged by the Contract of employment or service not to disclose the Company information, and provided also that the Supplier shall enforce such obligations at its own expense and shall be responsible for any breach of such obligations on the part of such employees and directors.
- 9.2. The obligations of confidentiality in Condition 9.1 shall not apply to the Company information which is required to be disclosed by law, or which the Supplier can prove was in the public domain at the time of receipt or has subsequently entered into the public domain otherwise than by reason over breach of the provisions of Condition 9.1 or any other obligation owed by the Supplier to the Company.
- 9.3. Without prejudice to the generality of Conditions 9.1 and 9.2, the Supplier shall not without the Company's prior written consent use the Company's name and/or logo (or the name and/or logo of any client or customer of the Company) in any promotional material which might be interpreted as an endorsement of the Supplier or the Supplier's business activities.
- 9.4. During the term of this Agreement and for 12 months after any termination of the agreement, the Supplier will not directly solicit the business or patronage of any Company Customer, or divert, entice or otherwise take away from the Company and the business or patronage of any customer, or attempt to do so, or solicit or induce any customer to terminate or reduce its relationship with the Company.

10. Data Security and Data Protection

- 10.1. The parties agree that to the extent the Supplier is processing Personal Data, the Company is the Data Controller and the Supplier is the Data Processor of Personal Data.
- 10.2. Each party shall comply with applicable Data Protection Legislation in relation to Personal Data and neither party shall put the other party in breach of applicable Data Protection Legislation.
- 10.3. The Supplier shall:
 - 10.3.1. Process personal data during the Term only for the purposes of providing the Services under the Contract and at all times in accordance with the written instructions of the Company (the "Permitted Purposes")
 - 10.3.2. Permit access to Personal Data by its personnel or authorized third parties only if: (i) the person accessing Personal Data is under appropriate confidentiality obligations and the Supplier has ensured the reliability of the relevant person; and (ii) the Supplier ensures that the person accesses and processes Personal Data only as necessary for the Permitted Purposes.
 - 10.3.3. Have in place and maintain appropriate technical and organizational measures to keep Personal Data confidential and secure and to protect Personal Data against accidental loss or unlawful destruction, alteration, disclosure or access (a "Data Security Breach")
 - 10.3.4. Upon becoming aware of a Data Security Breach; (i) provide all such timely information and cooperation as the Company may require in order for the Company to fulfil its data breach reporting obligations under (and within the timescales required by) applicable Data Protection Legislation; and (ii) take all such measure are actions as are necessary to remedy or mitigate the effects of the Data Security Breach
 - 10.3.5. Provide all reasonable and timely assistance to enable the Company to comply with its obligations under applicable Data Protection Legislation, including those that relate to exercising of any rights by a Data Subject or the fulfilment of obligations relating to the notification of any Personal Data Breach
 - 10.3.6. Not subcontract any processing of Personal Data to a third party sub-processor without the prior written consent of the Company and, where any such consent is given, provided that the Supplier; (i) imposes terms on the sub-processor of no lesser standard than as provided by this condition; and (ii) remains fully liable for any breach of this Condition that is caused by an act, error or omission of any sub-processor
 - 10.3.7. On termination or expiry of the Contract (and except as otherwise required under applicable law), delete or return to the Company (as the Company elects) all Personal Data
 - 10.3.8. On request, make available to the Company copies of all information required by the Company to enable the Company to assess the Supplier's compliance with this Condition and upon notice by the Company permit the

Company or an auditor nominated by the Company to audit the Supplier's premises, records and Company-related computer systems for the purpose of assessing the Supplier's compliance with this condition.

11. Liability and Indemnity / Force Majeure

- 11.1. The Supplier shall indemnify the Company in respect of any liability, loss (including consequential loss) claim or proceedings in respect of death or personal injury or damage to any property arising from the operation of the Supplier or the loading/covering/containment of vehicles/Waste unless and to the extent due to the Company's negligence.
- 11.2. The Supplier shall compensate the Company for any damage caused to any Company Client Site by its negligence (subject to satisfactory evidence of damage, fault and quantum).
- 11.3. The Supplier shall keep the Company indemnified against any losses, costs, expenses, claims, damages, proceedings and liabilities suffered or incurred by the Company as a result of any breach of this Agreement by the Supplier.
- 11.4. The Supplier shall indemnify the Company in respect of any infringement or alleged infringement of any intellectual property rights owned by a third party caused by the receipt, use, incorporation, or supply of the Services or Deliverables
- 11.5. Neither the Supplier nor the Company shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following be regarded as causes beyond either party's reasonable control:
 - 11.5.1. Act of God, explosion, flood, tempest, fire or accident
 - 11.5.2. War or threat of war, sabotage, insurrection, civil disturbance or requisition
 - 11.5.3. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority
 - 11.5.4. Import or export regulations or embargoes

12. Termination and Default

- 12.1. The Company shall be entitled to cancel the Order in respect of all or part only of the Goods and/or Services without liability to the Supplier by giving notice to the Supplier at any time prior to delivery or performance
- 12.2. The Supplier shall not be entitled to cancel the Order (in whole or in part) without the prior written consent of the Company and subject to such other terms as may be agreed by the parties in respect of such cancellation
- 12.3. The Company may terminate the Contract forthwith without liability to the Supplier if:
 - 12.3.1. The Supplier breaches any obligation under the Contract and in the case of breaches capable of remedy fails to comply with the terms of any written notice giving particulars of the breach and requiring it to be remedied within the time period specified in the notice.
 - 12.3.2. The Supplier makes any composition or arrangement with creditors, goes into liquidation (other than a members' voluntary liquidation) or has any distress of execution levied against it.
 - 12.3.3. A winding up order is made against the Supplier; a provisional liquidator is appointed to the Supplier, the Supplier passes a resolution for winding up; an administration order is made against the Supplier or a receiver, receiver manager or administrative receiver is appointed over the whole or any part of the Supplier's undertaking or assets; or the Supplier ceases or threatens to cease trading.
- 12.4. If the Company exercises its right to terminate, the Supplier shall pay to the Company the amount of any loss or damage suffered by the Company as a result of such termination as damages for such breach.
- 12.5. If the Contract is ended other than in line with the conditions above the Supplier will pay the Company all charges then due.

13. Remedies

- 13.1. Without prejudice to any other right or remedy with the Company may have, if any Services are not performed in accordance with, or the Supplier fails to comply with, any of the terms of the Contract including the dates for performance or if it is alleged at any time that the Services (including the Deliverables) infringe the rights of any third party, the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Services have been accepted by the Company:
 - 13.1.1. To rescind the order
 - 13.1.2. To reject the Services (in whole or part) and require a full refund for the Services to be paid forthwith by the Supplier
 - 13.1.3. Give the Supplier the opportunity (at its own cost) to remedy any failure
 - 13.1.4. To refuse or accept any further performance of the Services but without liability to the Supplier
 - 13.1.5. To carry out at the Supplier's expense any work necessary to make the Services comply with the Contract
 - 13.1.6. To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract

14. Insurance

- 14.1. The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under any Contract and in respect of the Services. On an annual basis, or in response to the Company's request, the Supplier shall provide evidence of the insurance policy or policies together with satisfactory evidence of payment of premiums.

15. Miscellaneous

- 15.1. No variation of the Contract shall be effective unless in writing and signed on behalf of both parties.
- 15.2. Both parties shall be released from their respective obligations in the event that a party is prevented from carrying out its obligations by a cause beyond its reasonable control.
- 15.3. The Supplier shall not assign or sub-contract any of its rights or duties under the Contract without the Company's written consent. The Company may assign or sub-contract this Contract (or part of it) without the Supplier's consent.
- 15.4. This Contract and its terms shall at all times be kept confidential by the parties (subject to any legal requirement on either party) and all information disclosed or obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.
- 15.5. The laws of England and Wales will apply to this Contract. Any legal proceedings in connection with this Contract must be brought within the English Courts.