

INTERNATIONAL RECYCLING LIMITED
TERMS AND CONDITIONS OF BUSINESS – SALE OF GOODS

1. DEFINITIONS:

- 1.1 **Us/We/Our** means International Recycling Limited of Heath House, 5 Woolgate Court, St Benedict's Street, Norwich NR2 4AP
- 1.2 **Conditions** means the terms and conditions set out in this document and any special terms and conditions agreed in writing between Us and You
- 1.3 **Contract** means the contract for the provision of Goods
- 1.4 **You/Your** means the person firm or company purchasing or agreeing to purchase Goods from Us in accordance with the Conditions
- 1.5 **Goods** means all paper plastic or metal items replacements materials or any part thereof (together with any services) that You agree to purchase from Us as detailed on the Order Acknowledgement
- 1.7 **Price** means the price calculated in accordance with the rates or charges set out in any quotation or Our quoted price for the Goods (or where no price has been quoted a reasonable price) excluding VAT, other taxes and local charges (where applicable)
- 1.8 **Order Acknowledgement** means our written acknowledgement of order as provided to You
- 1.9 **Delivery Date** means the date in the Order Acknowledgement specified by Us when the Goods are to be delivered

2. CONDITIONS APPLICABLE:

- 2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under your purchase order, acknowledgement of order or similar document
- 2.1 Acceptance by Us of any offer occurs and the Contract with You is formed only upon Our dispatching to You its Order Acknowledgement. A quotation by Us does not constitute an offer and for the avoidance of doubt a quotation given by Us may be withdrawn at any time prior to acceptance by You and in any event shall lapse thirty (30) days after the date of any quotation
- 2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between a director or other of Our authorised representatives and You
- 2.3 Any representations made by Our employees or agents concerning the Goods shall not be incorporated into the Contract unless confirmed in writing by Us and in entering into the Contract You acknowledge that You do not rely on and waives any claim for breach of any such representations which are not so confirmed
- 2.4 Any typographical clerical or other error or omission in any sales literature quotation price list Order Acknowledgement invoice or other documentation issued by Us shall be subject to correction without any liability on Our part
- 2.5 Where applicable (and unless otherwise provided in the Conditions) any terms referred to in these Conditions any Order Acknowledgement or other documentation issued by Us relating to the rights and obligations of the parties to the Contract with respect to the delivery of the Goods shall have the meaning set out in "Incoterms 2000"

3. ORDERS & SPECIFICATIONS

- 3.1 The Goods supplied by Us shall be in accordance with the relevant European or International Standard unless otherwise agreed in writing between Us and You. We do however reserve the right to make any changes in specification to the Goods which are required to conform with any applicable safety or other statutory requirements or (where the Goods are supplied to Your specification) which do not materially affect their quality or performance
- 3.2 Where You require the Goods to comply with a specification such specification shall be supplied to Us at the time of the order
- 3.3 You shall be liable for all specifications and instructions ("Specification(s)") issued to Us with orders or pursuant to the Contract and shall indemnify Us and keep Us indemnified against all loss directly or indirectly arising out of any error in or omission from such Specifications
- 3.4 The Goods shall be supplied in such quantities and instalments as detailed on the Order Acknowledgement
- 3.5 Any alteration to the Contract specification required by You must be notified to Us within forty eight (48) hours of Our acceptance of the Your order for the Goods in which case We may at Our sole discretion accept such alteration and the Contract specification shall be amended accordingly
- 3.6 Except as otherwise provided no order which has been accepted by Us may be cancelled by You except with Our agreement in writing and on terms that You shall at Our discretion either;
- (a) indemnify Us in full against all loss (including loss of profit) costs (including the costs of all and any labour and materials used) damages charges and expenses incurred by Us as a result of the cancellation or
- (b) pay a handling charge on the Goods equal to fifteen percent [15%] of the Price.
- 3.7 You acknowledge that the disposition shape dimensions materials weights and any other particulars of the Goods (and as appear on Our website or in any leaflets drawings illustrations or advertisements relating to the Goods) are subject to change to reflect improvements and modifications to the Goods and that such changes which do not materially affect the performance (or intended performance) of the Goods shall not be deemed as a change to the Contract specification
- 3.8 You acknowledge that it shall be Your responsibility to notify Us of all governmental statutory local authority requirements (or other requirements) relating to the supply of the Goods of which You are aware (or in respect of which it is reasonable for You to be aware)

4. DELIVERY:

- 4.1 Any dates quoted for delivery of the Goods are approximate only and We shall not be liable for any loss suffered by You arising from any delay in the delivery of the Goods.
- 4.2 You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery and You shall not be entitled to refuse to accept and/or receive late delivery of the Goods
- 4.3 Time for delivery shall not be of the essence unless previously agreed by Us in writing and it is agreed that You shall not be entitled to terminate the Contract by reason of Our failure to deliver by the Delivery Date
- 4.4 If You fail to take delivery of the Goods or fail to give Us adequate delivery instructions at the time stated for delivery (otherwise than by reason of Our fault) then without prejudice to any other right or remedy available to Us We may:-
- (a) store the Goods until actual delivery and charge You the reasonable costs (including transportation and insurance as appropriate) of storage; or
- (b) treat the Contract as repudiated and sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to You for the excess over the Price or charge You for any shortfall below the Price
- 4.5 Except as otherwise agreed by Us in writing We shall be entitled to deliver the Goods:-
- (a) by instalments of any size and in any order and We shall have no liability to You in respect of any excess or shortfall not exceeding ten percent (10%) of the agreed volume (always quoted in metric tonnes) of the Goods
- (b) with weight discrepancies and We shall have no liability to You in respect of any variance not exceeding two percent (2%) of the agreed weight of the Goods

(c) with a moisture content of less than twelve percent (12%) per bale and We shall have no liability to You in this respect

(d) with prohibitive materials and/or outthrows and We shall have no liability to You in respect of any prohibitive materials and/or outthrows within the agreed tolerances for Goods of that particular specification as set out in the Order Acknowledgement

- 4.6 If We deliver on any ground or grounds set out in clause 4.5(a)-(d) above You shall not be entitled to reject any delivery and We shall have no liability to You unless notice thereof is given within fifteen (15) days of delivery or within forty eight (48) hours of arrival of the goods at your premises (whichever the earlier). You shall if so requested by Us provide Us within seven (7) days of such request with a copy of any relevant delivery note signed by You or Your representative clearly showing any such excess shortfall or discrepancy. If You give such notice then We may make such adjustment to the Price as We in Our absolute discretion consider appropriate in the particular circumstances

4.7 Except as provided herein We shall not be liable for any losses caused by delivery on any ground or grounds set out in clause 4.5(a)-(d) above

4.8 You shall inspect the Goods immediately on delivery and shall within fifteen (15) days of delivery or forty eight (48) hours of arrival of the Goods at your premises (whichever the earlier) notify Us of any alleged defect damage or failure to comply with description or sample. You shall afford Us an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If You shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract free from any defect or damage which would be apparent on a reasonable examination of the Goods and You shall be deemed to have accepted the Goods. In the event of any claim against Us You shall use best endeavours to protect any allegedly defective damaged or non-compliant Goods from external deterioration contamination and use.

4.9 Except as otherwise agreed by Us in writing You shall be responsible for obtaining all necessary licences and permissions for the import of the Goods into the country of destination

4.10 All export orders will be delivered in accordance with the meaning set out in the appropriate Incoterm at a port to be chosen and notified by Us

4.11 Save as otherwise provided in writing, in respect of export orders, any stated Delivery Date shall commence only upon receipt of a letter of credit complying in all respects with the Our requirements

4.12 You acknowledge that all bales containing the Goods provided by Us under the Contract are prepared for transit wire tied and loaded in sea and/or roadworthy containers and except as provided herein We shall not be liable for any direct or indirect loss or damage howsoever arising from the transit of the Goods

5. PRICE AND PAYMENT:

5.1 The Price of the Goods shall be the price stated or referred to in or calculated in accordance with Our Order Acknowledgement.

5.2 Unless otherwise agreed in writing by Us the Price is exclusive of all packaging insurance and transit costs to the appropriate place of delivery

5.3 Unless otherwise expressly agreed in writing, on giving prior notification to You, We reserve the right to vary the Price of Goods by any amount attributable to a change in or insufficiency of Our instructions or to any difficulty in procuring raw materials or components or to any increase in the cost of materials, components, labour, transport, governmental, statutory or local authority duties, taxes, exchange rates or any other costs of whatsoever nature prevailing at the date of invoice.

5.4 We reserve the right to increase the Price to reflect any taxes or duties which are or may from time to time be levied by any governmental statutory or local authority upon the sale of the Goods and any necessary additions shall be charged at the rates prevailing at the date of invoice

5.5 If at any time before delivery of the Goods We deem it necessary to increase the Price to give effect to any increase in the cost to Us which is due to factors beyond the Our control (other than for any increase consequence to a change to the prevailing rate of VAT) We shall have the right to give written notice of such increase to You increasing the Price following which such increase shall be added to the Price

5.6 (Subject to satisfactory trade, banker's and other requisite references, and where no other terms of payment have been specifically agreed in writing and subject as hereinafter mentioned Our terms are cash payment in full to be made in a currency chosen by Us by the last working day of the month following that in which the invoice for the Goods is dispatched ("the Due Date").) Unless otherwise specifically agreed in writing payment for any export order shall be by irrevocable letter of credit at sight confirmed by a Bank in the United Kingdom and issued under the Incoterms then in force. No discount or allowance will be made unless specifically stated by Us in writing.

5.7 It is agreed that time is of the essence for making payment of the Price under the Contract and all other sums due hereunder.

5.8 If You fail to make payment on the Due Date then without prejudice to any other right or remedy available to Us We shall be entitled to:-

- (a) cancel the Contract and/or suspend any further deliveries to You; and
- (b) charge You interest (before and after any judgment) on the amount unpaid at the rate of 4% per annum above [Barclays Bank Plc] base rate from time to time until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest); or
- (c) charge You in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998

[5.9 We may at any time, in Our absolute discretion, appropriate any payment made by You in respect of Goods to such outstanding debt as We think fit, notwithstanding any purported appropriation to the contrary by You.

5.10 We shall be entitled to cancel the Contract or to postpone any delivery until payment has been received, in the event that We have reasonable doubts about Your ability or willingness to pay on the Due Date.

5.11 We reserve the right at any time at Our discretion to demand payment of the Price or part thereof in advance or to demand security for payment before continuing with an order or delivering Goods or any instalment thereof to You]

5.12 Value Added Tax ("VAT") will be charged at the rate ruling at the time of despatch of the Goods or, if different, the basic tax point (as defined in regulations governing VAT from time to time in force).

6. WARRANTY AND LIABILITY:

6.1 Subject to clause 3.1 above, We warrant that the Goods supplied by Us shall be in accordance with the relevant European or International Standard and that the Goods will conform to the Contract specification

6.2 Any defects in the Goods or failure to conform to the Contract specification which should be apparent upon reasonable inspection to You on delivery of the Goods must be detailed on the delivery note by You or Your representative. We shall have no liability to You in respect of any such alleged defects or failure unless so detailed

6.3 Any warranty given by Us in respect of the Goods supplied shall be subject to the following conditions:

- (a) We shall be under no liability in respect of any defects in the Goods arising from specification supplied by You
- (b) We shall be under no liability in respect of any defects arising from fair wear and tear Your negligence abnormal working conditions failure to follow Our instructions (whether oral or in writing) misuse of the Goods without Our approval.
- (c) We shall be under no liability under any warranty condition or guarantee if the Price and VAT has not been paid by the Due Date
- (d) No warranty given by Us extends to Goods not manufactured by Us in respect of which You shall only be entitled to the benefit of any such warranty or guarantee as is given by the supplier and/or manufacturer to Us
- (e) Unless agreed in writing We shall be under no liability in respect of any alleged defects in respect of any failure of the Goods to comply with any governmental statutory or other provisions relating to the

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- Goods in the country of destination of the Goods and acknowledges that it shall be its responsibility to ensure that the Goods comply with such provisions as may apply to the Goods
- 6.4 Our sole obligation for breach of the warranty set out in clauses 6.1 above shall be at Our discretion to grant You a credit at the price at which the Goods were invoiced or to repair or replace the defective Goods within a reasonable period provided that in all cases the allegedly defective Goods are promptly returned to Us carriage paid and have been found after examination by Us not to have complied with the aforesaid warranty
- 6.5 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by Law
- 6.6 Except in respect of death or personal injury caused by Our negligence We shall not be liable to You by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by Our negligence or that of Our employees or agents or otherwise) which arise out of or in connection with the supply and/or transit of Goods or their use or resale by You except as expressly provided in the Conditions
- 6.7 Our liability hereunder for any delay in performing or any failure to perform any of Our obligations in relation to the Goods shall be limited to the excess (if any) of the cost to You in the cheapest available market of similar Goods to replace those not performed over the Price
- 6.8 You shall indemnify Us against all claims losses costs and expenses made against or suffered by Us arising from or incurred by reason of any loss injury of damage suffered by a third party and arising out of Your use of the Goods
- 7. TITLE AND RISK:**
- 7.1 Risk of damage to or loss of the Goods shall pass to You upon delivery of the Goods in accordance with clause 4 above
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any provision of these Conditions legal and beneficial property in the Goods shall not pass to You until We have received in actual cleared funds payment in full of the Price and VAT and the price of all other goods agreed to be sold by Us to You for which payment is then due
- 7.3 Until such time as the property in the Goods passes to You, You shall hold the Goods as Our fiduciary agent and bailee and shall keep the Goods separate from those belonging to You and third parties and properly stored, protected and insured and identified as the Our property
- 7.4 Until such time as the property in the Goods passes to You, We shall be entitled at any time to require the delivery up of the Goods to Us and if You fail to do so forthwith to enter upon Your premises or premises of any third party where the Goods are stored and inspect and repossess the Goods
- 7.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain Our property but if You do so all monies owing to Us by You shall (without prejudice to any other of Our rights or remedies) forthwith become due and payable
- 8. TERMINATION:**
- Without prejudice to any other right or remedy available to Us, We shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability on its part to You and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:-
- (a) You make any voluntary arrangement with its creditors or become subject to an administration order or (being an individual or a firm) becomes bankrupt or goes into liquidation (otherwise for the purposes of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession or a receiver is appointed of any of Your property or assets; or
- (c) You cease or threaten to cease to carry on business; or
- (d) You breach any of the Conditions; or
- (e) We reasonably apprehend that any of the events mentioned above is about to occur in relation to You and notify You accordingly
- 9. FORCE MAJEURE:**
- 9.1 We shall not be liable for delay or non-delivery by reason of (but without limitation) Acts of God lock-outs strikes labour disturbances stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to any inability to procure parts or materials required for the performance of the Contract riots malicious damage civil commotion trade disputes government action (including action by any local or statutory authority) fire floods drought break down of machinery war or any other cause whatsoever beyond Our control
- 9.2 In the event of such a contingency We may at Our absolute discretion:-
- (a) advise You immediately of the event(s) mentioned at clause 9.1 above and within fourteen (14) days of receipt of the certificate of accident or equivalent and send by airmail a certified copy of such certificate to You;
- (b) suspend or cancel the Contract or withhold reduce or suspend performance of its contractual obligations so far as prevented or hindered by such contingency without liability to You for any loss or damage whatsoever suffered directly or indirectly by reason of any such cancellation withholding reduction or suspension.
- 10.3 If the Contract is cancelled pursuant to Condition 9.2 above, We will refund any payment which You have already made on account of the Price (subject to deduction of any amount We are entitled to claim from You for any Goods delivered or otherwise) but We shall have no further liability to You.
- 10. GENERAL:**
- 10.1 We may perform any of Our obligations or exercise any of Our rights hereunder by ourselves or through Our employees agents or suppliers
- 10.2 Any reference in the Conditions to any provisions of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time
- 10.3 The headings in these Conditions are for convenience only and shall not affect the interpretation
- 10.4 No waiver of any of Our rights under the Contract shall be effective unless in writing signed by a director or other authorised person on Our behalf. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of Our rights in relation to different circumstances or the recurrence of similar circumstances.
- 10.5 No failure by Us to exercise any power given to it or to insist upon the strict compliance by You with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of Our rights under the Contract
- 10.6 If any provision(s) of these Conditions is(are) held by any competent authority to be invalid or unenforceable in whole or in part then such provisions shall apply with such modification (if possible) as may be necessary to make it valid and effective and the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby
- 10.7 Any notice under these Conditions shall be properly given if in writing and sent by first class post, telex or facsimile to the address of the intended recipient as stated in the contract or to such address as We and You from time to time notify to each other as their respective addresses for service and shall be deemed served in the case of postal notice, on the expiry of 48 hours from time of posting, in the case of telex on the recording of the "answer back" code on the sender's machine, and in the case of facsimile, on the expiry of 15 minutes from completion of transmission by the sender.
- 10.8 Except as otherwise provided nothing in this Contract shall confer on any third party any benefit or the right to enforce any terms of this Contract
- 10.9 You shall not assign the benefit of the Contract without Our prior written consent
- 10.10 The Data Protection Act requires Us to advise You that Your personal information voluntarily submitted in the course of instructing Us to provide the Goods are held on Our database(s). Unless requested not to do so We may, from time to time, use these details to send You information We believe may be of interest to You. Further, with your prior consent, We may share Your personal information with Our selected third parties. We will only process Your personal information in accordance with the terms of our privacy policy, available on request and on-line at www.international-recycling.com/privacy_policy
- 10.11 We reserve the right to assign the benefit of the Contract by prior written notice to You
- 10.12 [All disputes in connection with the execution of the Contract shall be settled through friendly negotiation. In the event that no settlement can be agreed the matter in dispute shall be settled by arbitration in accordance with the Arbitration Rules of Procedures promulgated by an Internationally recognised, independent Arbitration Committee of Our choosing. The decision of the Arbitration Committee shall be final and binding upon both parties. Any initial cost of submitting the matter to arbitration shall be borne equally by the parties. The losing party shall indemnify the winning party for the cost of their half payment of the initial arbitration fee. Where no initial arbitration fee is required the loser shall pay the arbitration fee in full. All correspondence and reports shall be in the language of the parties with any translation costs borne by the party requiring the translation.]
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