

Health, Safety, Environmental & Quality Policy Statement

RE:Group UK Limited offers quality blended oils and fuel supply with the collection, storage, treatment, recovery and disposal of oil and oil contaminated hazardous wastes and associated waste products. Any material subject to testing passes through our UKAS ISO 17025 accredited laboratories

The company will adhere to all required aspects of ISO 9001:2015 & ISO 14001:2015

Excellence and integrity in all aspects of our operations

RE:Group UK Ltd, as a responsible business organisation, recognises its obligations to consider all relevant safety, health, environmental and quality issues in its dealings with its employees, customers, suppliers and the general public. RE:Group UK Ltd will ensure continual improvement encompassing all facets of the organisation by committing to:

- Regularly reviewing business performance and continually improving through the setting, achieving and exceeding safety, health, environmental and quality objectives and targets (Key Performance Indicators – KPIs) which are linked to customer focus and are cascaded throughout RE:Group UK Ltd business strategy and our rolling improvement planning.
- Providing users of our products and services with the information, advice and support necessary to use them safely
- The prevention of pollution and protecting the environment. Preventing injury and cases of work-related ill health by the use of risk assessments and action planning
- Identifying, assessing and managing potential Health and Safety risks identified within our activities. Ideally, we will seek to reduce risks via substitution or engineering controls and only employ Personal Protective Equipment (PPE) when other solutions have been demonstrated to be impractical.
- Providing and maintaining safe and healthy working conditions for our employees and others who may be affected by RE:Group UK Ltd's activities
- Providing and maintaining plant, equipment and machinery and ensuring safe storage and use of substances (COSHH)
- Providing clear information, training, instruction and resources to enable our employees to perform their work safely and efficiently.
- Ensuring all policies and business practices are communicated to all employees, and to others working on RE:Group UK Ltd's behalf, through appropriate briefings and training
- Maintain a constant and continuing interest in health and safety matters applicable to the Company's activities, in particular by consulting and involving employees with support from external professionals where necessary

To meet this commitment the Managing Director accepts ultimate responsibility for the Company's Documented Management System (DMS) which meets, and where possible exceeds, the requirements of BS EN ISO 14001 2015 (Environmental) and BS EN ISO 9001 2015 (Quality). To ensure implementation of this policy the Managing Director has delegated daily management of the DMS to the Management Team with responsibility individually and jointly for Safety, Health, Environment and Quality matters. The Management team is as described in the company organogram.

This policy shall be reviewed when circumstances require it, such as following an accident, changes to legislation, standard requirements and/or changes to company processes

Managing Director
MR P WAINE

Signed



Date 31/07/17

Certificate of Registration under the Waste (England and Wales) Regulations 2011

Regulation authority

Name



Address

National Customer Service Centre
99 Parkway Avenue
Sheffield
S9 4WF

Telephone number

03708 506506

The Environment Agency certify that the following information is entered in the register which they maintain under regulation 28 of the Waste (England and Wales) Regulations 2011.

Carriers details

Name of registered carrier REGROUP (REFUEL) LTD

Registered as an upper tier waste carrier, broker and dealer

Registration number CBDU160131

Address of place of
business

REGROUP UK LTD
AIR STREET
HULL
HU5 1RR

Telephone number

01483 879666

Date of registration

Wednesday 15th February 2017

Expiry date of registration
(unless revoked)

Thursday 27th February 2020

Making changes to your registration

Your registration will last 3 years and will need to be renewed after this period. If any of your details change, you must notify us within 28 days of the change.



ENVIRONMENT
AGENCY

Permit with introductory note

Pollution Prevention and Control (England & Wales) Regulations 2000

Anne Watson Street Site

Waste Oil Services Limited
Anne Watson Street
Stoneferry
Hull
HU7 0BH

Permit number

FP3630MZ

Notice of variation and consolidation with introductory note

Environmental Permitting (England & Wales) Regulations 2010

Regroup (Reclaim) Limited

Air Street Site
Air Street
Bankside
Hull
East Yorkshire
HU5 1RR

Variation notice number
EPR/HP3398EQ/V005

Permit number
EPR/HP3398EQ
(formerly EAWML 100372)

Schedule of Accreditation

issued by

United Kingdom Accreditation Service

2 Pine Trees, Chertsey Lane, Staines-upon-Thames, TW18 3HR, UK

 <p>Accredited to ISO/IEC 17025:2005</p>	<p align="center">Regroup (Reclaim) Limited</p> <p align="center">Issue No: 011 Issue date: 19 April 2017</p>	
	<p>Air Street Bankside Hull East Yorkshire HU5 1RR</p>	<p>Contact: Mr R Booth Tel: +44 (0)1482 879666 Fax: +44 (0)1482 879676 E-Mail: info@regroup.uk.com Website: www.regroup.uk.com</p>

Testing performed at the above address only

DETAIL OF ACCREDITATION

Materials/Products tested	Type of test/Properties measured/Range of measurement	Standard specifications/ Equipment/Techniques used
<p>Petroleum and Petroleum Products</p> <p>Fuel Oil</p>	<p><u>Chemical Tests</u></p>	
	Carbon Residue	
	Flash Point	
	Strong Acid Number	
	Total Sediment	
	Kinematic viscosity at 40°C and 50°C	
	Water Content	
	<p><u>Sampling</u></p>	
	Manual sampling	<p>Documented in-house method SOP L54 based on IP 475/05 BS 2000-475:04 BS EN ISO 3170:04</p>



4613
Accredited to
ISO/IEC 17025:2005

Schedule of Accreditation
issued by
United Kingdom Accreditation Service
2 Pine Trees, Chertsey Lane, Staines-upon-Thames, TW18 3HR, UK

Regroup (Reclaim) Limited
Issue No:011 Issue date: 19 April 2017

Testing performed at main address only

Materials/Products tested	Type of test/Properties measured/Range of measurement	Standard specifications/ Equipment/Techniques used
Burner Fuels Derived from Waste Mineral Oils	<u>Chemical Tests</u> Chlorine content Determination of Metals: Pb, Ni, Cr, Cu, Zn, As, Cd, Tl, Sb, Co, Mn and V Determination of Hg Sulphated Ash Sulphur content	 IP 503/04 BS 2000-503:04 ISO 15597:01 using in house method SOP L71 and WDXRF IP 593/11 using in house method SOP L70 and WDXRF IP608/15 using in house SOP L85 and WDXRF IP 550/08 ASTM D2622/16 using in house method SOP L73 and WDXRF
END		



This is to certify that:

Re:Group (UK) Limited

is an Active Member of the Oil Recycling Association.

Authorised:

Director

Chairman

ORA Raising Standards for the Industry's Professionals



Valid through 31 July 2018

Certificate of Registration



to the Quality Protocol for Processed Fuel Oil

Product Licence Scheme

Holder: REGroup

Issuing Regulators:

*Oil Care Campaign
Oil Recycling Association*

This document certifies that REGroup has achieved the conformance standards required for the Quality Protocol for Processed Fuel Oil meeting the requirements of the joint Oil Care Campaign and Oil Recycling Association Product Licence Scheme

*Authorised Signature on behalf of the Oil Recycling Association,
62 Lower Street, Stansted, Essex, CM24 8LR*

www.oilrecyclingassociation.co.uk Tel: +44 (0) 1279 814035

A handwritten signature in black ink, appearing to read 'Roger Crowell', is positioned between the authorised signature text and the date of expiry.

Date of expiry:

31 May 2018

Certificate of Registration



This is to certify that the Quality Management System of:

RE:Group (UK) Ltd

Clipper House, Air Street, Bankside, Hull, East Yorkshire, HU7 0BH, United Kingdom

applicable to:

The collection, storage, treatment, sale, recovery and disposal of oil and oil contaminated hazardous wastes and associated waste products

has been assessed and registered by NQA against the provisions of:

ISO 9001:2015

This registration is subject to the company maintaining a quality management system, to the above standard, which will be monitored by NQA

Managing Director



015

Certificate No.	19797
ISO Approval Date:	5 September 2005
Previous Certificate Ex	15 September 2017
Reissued:	14 November 2017
Valid Until:	14 November 2020
EAC Code:	39

Certificate of Registration



This is to certify that the Environmental Management System of:

RE:Group (UK) Ltd

Clipper House, Air Street, Bankside, Hull, East Yorkshire, HU7 0BH, United Kingdom

applicable to:

The collection, storage, treatment, sale, recovery and disposal of oil and oil contaminated hazardous wastes and associated waste products

has been assessed and registered by NQA against the provisions of:

ISO 14001:2015

This registration is subject to the company maintaining an environmental management system, to the above standard, which will be monitored by NQA

A handwritten signature in black ink, appearing to read 'M. G. Smith'.

Managing Director

Certificate No.	5928
ISO Approval Date:	16 July 2012
Previous Certificate Ex	15 September 2017
Reissued:	14 November 2017
Valid Until:	14 November 2020
EAC Code:	39



015

TO WHOM IT MAY CONCERN

04 September 2017

Dear Sirs,

Re: Re:Group (UK) Ltd

Business Description: Marine & Industrial waste oil collection and reception including analysis, oil processing, effluent treatment, oil filter collection & processing, fuel bunkering and collection of other garage waste and treatment of waste oil, production and sale of heavy duty fuel and virgin oil for commercial and industrial use and cleaning of boilers. Property owners.

We act as Insurance Brokers for the above clients, and can confirm their existing insurance arrangements are as follows:

EMPLOYERS LIABILITY

Insurer: MS Amlin Underwriting Ltd (underwritten by Miles Smith)
Policy No: TBA
Expiry Date: 31st August 2018
Limit of Indemnity: £10,000,000

PUBLIC / PRODUCTS LIABILITY

Insurer: MS Amlin Underwriting Ltd (underwritten by Miles Smith)
Policy No: TBA
Expiry Date: 31st August 2018
Limit of Indemnity: £10,000,000
Excess: £500.00

HIRED IN PLANT

Insurer: Allianz Insurance
Policy No: NJ23908487
Expiry Date: 31st August 2018
Limit of Indemnity: £500,000
Excess: £500.00

Insurer's policy terms exceptions and conditions apply.

The Information provided is based on the insurance arrangements at the time of writing. Any renewal date shown represents the normal expiry date of the policy but as you will appreciate, alterations may be made during the period of insurance. This could, in certain circumstances entail cancellation before the normal expiry date.

We can therefore only confirm the current cover to you but are always available to confirm the continuation of cover at a later date.

Yours faithfully



Thomas Dalby

Commercial Account Handler

G.A. Hinks & Co. Ltd. Registered in England and Wales No. 1392638

Registered Office: 16 Wright Street, Hull HU2 8JU

Authorised and regulated by the Financial Conduct Authority

TERMS AND CONDITIONS OF SALE - BULK FUEL

The Customer's attention is in particular drawn to the provisions of condition 11. The Customer should only enter into a contract with the Company if the Customer wishes to be bound by the Conditions set out below.

1. Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

Approved Credit Account: means a credit account agreed in writing between the Customer and the Company;

Company: Regroup (Refuel) Limited (Company Number: 06635009) whose registered office address is Ann Watson Street, Stoneferry, Hull, East Yorkshire, HU7 0BH;

Contract: means the contract between the Customer and the Company for the sale and purchase of the Products, which is subject to these Conditions;

Customer: the person, firm or company who procures or obtains the Products from the Company;

Products: means any products agreed in the Contract to be supplied to the Customer by the Company, such as, but not limited to, petroleum products, fuel oils, lubricants and kerosene;

Working Day: means any day other than a Saturday, Sunday or a public holiday in the United Kingdom.

2. Application of Terms

2.1 These Conditions apply to all the Company's sales to the Customer unless the Company agree any variation to these Conditions in writing. By entering into a Contract with the Company the Customer agrees that no other terms and conditions will apply to this Contract (including any terms and conditions the Customer attempts to apply under any purchase order, confirmation of order, specification or other document).

2.2 No promises or claims, regardless of who makes them or whether confirmed in writing, will form part of the Contract unless expressly agreed in writing and signed by

the Company's authorised representatives. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation (false statements which the Company makes knowingly or recklessly).

- 2.3 Any order the Customer places will be regarded as a contractual offer by the Customer to purchase the Products subject to these Conditions.
- 2.4 The Customer must ensure that any order it places and any applicable specification(s) are complete and accurate and that the Customer indicates accurately the place of delivery when placing its order. The Customer must ensure that the grade of Products ordered meet its requirements.
- 2.5 No order placed by the Customer shall be accepted by the Company until the Company acknowledges the Customer's order and indicates that it has been accepted (either orally or in writing) or, if earlier, the Company delivers the Products to the Customer. All orders are accepted subject to availability of the Products.
- 2.6 Any quotation is valid for a period of 24 hours or as specified in the quotation only provided that the Company has not previously withdrawn or revised it.

3. Description

- 3.1 The quantity and description of the Products shall be as specified by the Customer when the Customer places its order and as confirmed in the Company's confirmation and/or delivery note.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving the Customer an approximate idea of the Products described in them. All such samples as listed above shall not form part of the Contract and this is not a sale by sample.

4. Cancellation by the Customer

The Customer may not cancel or vary an order unless this is agreed in advance by the Company's authorised representative and provided the Customer indemnifies the Company in full and on demand against any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by the Company arising out of or in connection with any such cancellation or variation. The Company shall be entitled to make a delivery charge in respect of any costs of aborted delivery.

5. Delivery of Products

- 5.1 Delivery of the Products shall take place into the Customer's tank at the address the Customer specifies at the time the Customer places its order, unless the Company agrees otherwise with the Customer in writing.
- 5.2 The Customer shall take delivery of the Products at any time when its premises are open for business and at any time outside such opening hours if the parties have both agreed in writing that delivery may be outside such opening hours.
- 5.3 Any dates specified by the Company for delivery of the Products are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time.
- 5.4 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 5.5 If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences, authorisations or access:
 - 5.5.1 risk in the Products shall pass to the Customer (including for loss or damage caused by the Company's negligence);
 - 5.5.2 the Products shall be deemed to have been delivered; and
 - 5.5.3 the Company may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.6 The Company does not accept responsibility for the dipping, checking or testing of the Customer's tanks.
- 5.7 The Company's measurements of quantity shown by any measuring device

employed by the Company (such as sealed meter unit, bill of lading or weighbridge) shall be conclusive evidence of the amount delivered in the absence of manifest error. The Customer may be present at the taking of such measurements. The Company does not accept any responsibility whatsoever for discrepancies between the Company's measuring device and the Customer's tank dip rod or other measuring devices. If the Customer or the Customer's representative, whether or not for the purpose of verifying the Company's measurement or quantity for that delivery, mount any vehicle used on that delivery, the Customer or its representative does so at his own risk and the Company accepts no responsibility whatsoever.

- 5.8 The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 5.9 Practical logistics and the nature of the Products may mean that the Company cannot always deliver exact quantities and therefore if the Company delivers up to 10% more or less than the quantity ordered, the Customer may not object to or reject the Products as a result of the surplus or shortfall and shall pay for such Products at the pro rata contract rate (whether that be an increase or decrease) in accordance with condition 8.7.
- 5.10 The Company shall not be bound to deliver the Products if:
- 5.10.1 the Customer's premises or access ways are, in the Company's opinion, unsafe or unsuitable for the Company's delivery vehicle or the Company's employees or agents; or
 - 5.10.2 the only access to the tank is through the Customer's premises (this is because there is a risk of damage caused by oil spillage in such a situation); or
 - 5.10.3 if the Company reasonably believe that the Customer has not complied with any of its responsibilities as set out in condition 6.
- 5.11 If the Company cannot deliver the Products for any reason set out in condition 5.10 the Company will refund any price the Customer has paid for the Products but may make a delivery charge.
- 5.12 Where delivery takes place at the Company's premises the Customer shall comply

with any environmental and health and safety regulations for the time being in force. In particular the Customer shall not allow any smoking or naked lights in the vicinity of such delivery.

6. The Customer's Responsibilities

6.1 The Customer must:

- 6.1.1 accurately indicate the place of delivery and clearly notify any special delivery instructions or hazards when placing its order;
- 6.1.2 provide reasonable and safe access for the Company's or the Company's agent's vehicles, employees and agents;
- 6.1.3 ensure that if, to effect delivery, the Company's vehicle is required to leave the public highway, the surface of any drive, access road or similar (and any man-lids or ducts) is capable of accepting heavy goods vehicles;
- 6.1.4 ensure that its oil storage tank and associated equipment, pipe work, devices and any working tank contents gauge fitted are sound, operational, safe, in good working order, suitable for the grade of fuel ordered, properly vented, comply with applicable laws and will accommodate the full quantity of Products ordered;
- 6.1.5 provide clear guidance as to which tank is to be filled in the case of a site with more than one tank;
- 6.1.6 provide at the delivery point and at its own expense relevant, adequate, safe and appropriate assistance, equipment, facilities, supplies and access for the Company's employees or agents in accordance with the demands of applicable legislation, as the Company shall reasonably require and as required to allow the Company's employees or agents to operate safely;
- 6.1.7 ensure that where electric or other forms of controlled gates are present at its property, they do not close on the Company's delivery vehicle or its equipment;
- 6.1.8 not allow any smoking or naked lights, nor permit any stoves, electric or gas fires or radiators to function in the vicinity of the delivery area or in proximity to a tank or inlet pipe into which the Products are being delivered

or a vent pipe connected to such tank.

- 6.2 It is the Customer's responsibility to provide sufficient and suitable catchment or secondary containment to provide protection from contamination caused by Offset Fill. The Company may require the Customer to purchase from the Company a bucket or other receptacle where the Company believe this is necessary for this purpose at a cost notified to the Customer. The Customer will be responsible for managing the contents of any receptacle used for the purposes of secondary containment. If the Customer does not wish to purchase any such receptacle the Company may refuse to deliver and make a delivery charge.
- 6.3 The Customer will fully indemnify the Company on demand for any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by the Company arising out of or in connection with any breach by the Customer of any of the provisions of this condition 6, including, but not limited to loss of profits, depletion of goodwill, legal and other professional fees and expenses, the costs and expenses of investigating and defending any such claims and any costs incurred by the Company in remediating any spillages or contamination caused by the Company.
- 6.4 For the avoidance of doubt, if the Company delivers the Products into an incorrect tank, the Company has the right during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to recover them. If the Company delivers the Products into an incorrect tank either as a result of the Customer failing to clearly identify the correct tank, or otherwise by reason of the Customer's fault the Company may levy a charge for the costs of recovering the Products, which will include costs of the pumping out procedure.

7. Risk/Title

- 7.1 The Products are at the Customer's risk from the time of delivery. In the case of Products delivered in bulk by road vehicle, delivery shall be deemed to take place and risk will pass to the Customer when the Products pass from the Company's tank vehicle's permanent or temporary discharging hose or coupling.
- 7.2 In the case of barrel or other package deliveries the risk shall pass to the Customer at the time of off-loading when the Products are removed from the Company's vehicle.
- 7.3 Full legal, beneficial and equitable title to and property in the Products will not pass to

the Customer until the Company has received in full (in cash or cleared funds) all sums due to the Company in respect of:

- 7.3.1 the Products; and
 - 7.3.2 all other sums which are or which become due to the Company from the Customer on any account or under any Contract.
- 7.4 Until full legal, beneficial and equitable title to and property in the Products has passed to the Customer, the Customer shall:
- 7.4.1 hold the Products on a fiduciary basis as the Company's bailee and deliver the same up to the Company on demand;
 - 7.4.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - 7.4.3 maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the Company's reasonable satisfaction. On request the Customer shall produce the policy of insurance to the Company.
- 7.5 The Customer may resell the Products before ownership has passed to the Customer solely on the following conditions:
- 7.5.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and
 - 7.5.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 7.6 The Customer's right to possession of the Products shall terminate immediately if:
- 7.6.1 any sum due to the Company from the Customer under any account or Contract is not paid when due;
 - 7.6.2 the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of

creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed to its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Court or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.6.3 the Customer suffers or allows any execution, whether legal or equitable, to be levied on the Customer's property or obtained against the Customer, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or it ceases to trade; or

7.6.4 the Customer encumbers or in any way charges any of the Products.

7.7 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.

7.8 The Customer grants the Company and the Company's agents and employees an irrevocable licence during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to repossess and recover them (or in the event of such Product being indistinguishable to take possession of, a product of a like quality and quantity) and dispose of the Products so as to discharge any sums owed to the Company by the Customer under this or any contract.

7.9 Where the Company is unable to determine whether any Products are products in respect of which the Customer's right to possession has terminated under condition 7.6, the Customer shall be deemed to have sold such products in the order in which they were invoiced to the Customer.

- 7.10 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 7 shall remain in effect.

8. Price

- 8.1 Unless the Company agrees otherwise with the Customer in writing, the price for the Products shall be the price notified to the Customer on request, subject to conditions 2.6, 8.2 and 8.8.
- 8.2 The Company may vary the price at any time before delivery.
- 8.3 The price for any bucket or other secondary containment receptacle provided to the Customer in accordance with condition 6.2 shall be the price provided to the Customer on request.
- 8.4 The Company may charge the Customer for the costs of the pumping out procedure if the Company has to recover the Products by reason of the Customer cancelling the Contract after delivery or in accordance with condition 6.4 and such costs will be at the hourly rate notified to the Customer on request.
- 8.5 The Customer must pay the costs of any aborted delivery costs where the Company has been unable to deliver the Products because the Customer has not complied with its obligations as set out in condition 6 and must pay for any reasonable costs incurred as a result of delayed delivery where such delay was caused by the Customer. Such costs will be as notified to the Customer on request.
- 8.6 The Customer will pay any amounts due under conditions 8.3 to 8.5 when the Customer is due to pay for the Products in accordance with condition 9 or at the latest within 7 days of invoice unless otherwise agreed in writing.
- 8.7 The price of any bulk Products may vary depending on the quantity the Customer orders. If the Company is unable to deliver the full quantity of Products ordered by the Customer (either because the Customer's tank is unable to accommodate the full quantity of Products ordered, or because the Company agrees, at the Customer's request, to deliver a smaller quantity of Products than the quantity originally ordered by the Customer), the Company shall be entitled to decrease or increase the price of the Products to reflect the quantity actually supplied to the Customer.
- 8.8 The Company will invoice the effective rates of duty applicable at the time of delivery to the specific Product supplied.

9. Payment

- 9.1 If the Customer does not have an Approved Credit Account, payment must be paid in pounds sterling on or before delivery (unless otherwise agreed).
- 9.2 If the Customer has an Approved Credit Account, payment must be made in accordance with the payment terms notified to the Customer when the Company confirms that an Approved Credit Account has been opened unless otherwise agreed. If payment is not made on the due date or if the Company in its sole discretion decides at any time for any reason, the Company may reduce the said credit limit or stop all credit. If the Company offers credit in respect of any particular transaction, this does not create an obligation on the Company to offer credit in the future.
- 9.3 All sums due to the Company shall be immediately due and payable on demand despite any other provision of these Conditions.
- 9.4 Time for payment shall be of the essence.
- 9.5 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.6 All payments due to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 9.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 9.8 If the Customer fails to pay the Company any sum due pursuant to the Contract on the due date for payment, the Company shall be entitled to:
- 9.8.1 charge the Customer interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of HSBC Bank 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;
- 9.8.2 charge the Customer the cost of obtaining judgment or payment to include

all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and

9.8.3 cancel the Contract or suspend any further delivery of Products to the Customer.

9.9 The Company reserves the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.

10. Quality

10.1 Where the Company is not the manufacturer of the Products, the Company will, if possible, transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer.

10.2 The Company warrants that (subject to the other provisions of these Conditions) upon delivery the Products shall:

10.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

10.2.2 be reasonably fit for the normal purpose of the particular Product ordered.

10.3 The Company shall not be liable for a breach of any of the warranties in condition 10.2 unless:

10.3.1 the Customer gives written notice of the defect to the Company within 30 days of the time when the Customer discovers or ought to have discovered the defect; and

10.3.2 the Company is given a reasonable opportunity after receiving such notice of examining such Products and the Customer allows the Company to test, examine and inspect all samples of the Product as are reasonably required by the Company, including samples from any relevant storage tank or vehicle in which the defective Product was used. The Customer shall permit the Company access to the Products or the Customer's premises as necessary for the purposes of this condition. If the results of such testing, inspection and examination indicates that the Company is not in breach of condition 10.2 then the Company shall be entitled to charge the Customer for the costs of such recovery, testing, inspection and examination.

10.4 The Company shall also not be liable for a breach of any of the warranties in

condition 10.2 if:

- 10.4.1 the Customer makes any further use of such Products after giving such notice; or
 - 10.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or good trade practice; or
 - 10.4.3 the defect arises due to storage conditions; or
 - 10.4.4 the Products have not been used by the Customer within a period of 12 months from the date of delivery.
- 10.5 Subject to condition 10.3 and condition 10.4, if any of the Products do not conform with any of the warranties in condition 10.2 the Company shall, at the Company's option, replace such Products or refund the price of such Products at the pro rata Contract rate.
- 10.6 If the Company complies with condition 10.5 the Company shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Products.

11. Limitation of Liability

- 11.1 If the Customer is a business, subject to condition 5 and condition 10, the following provisions set out the Company's entire financial liability (including any liability for the acts or omissions of the Company's employees, agents and sub-contractors) to the Customer in respect of:
- 11.1.1 any breach of these Conditions;
 - 11.1.2 any use made or resale by the Customer of any of the Products; and
 - 11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

- 11.3 Nothing in these Conditions excludes or limits the Company's liability:
- 11.3.1 for death or personal injury caused by the Company's negligence; or
 - 11.3.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude the Company's liability; or
 - 11.3.3 for fraud or fraudulent misrepresentation.
- 11.4 Subject to condition 11.2 and condition 11.3:
- 11.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 85% of the maximum limit of the Company's insurance or, if the claim is not covered by the Company's insurance or no payment is received by the Company from such insurers, to £50,000;
 - 11.4.2 the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. Data Protection

The Company will comply with the Data Protection Act and will use and process the Customer's personal details in accordance with the Company's privacy policy, a copy of which is available from the Company's website and/or on request. In particular, the Company may supply the Customer's personal data to third parties such as credit reference agencies to assess the Customer's credit status.

13. Restricted Product Use

In the case of Kerosene, Gas Oil, Boiler Fuel and Fuel Oils, the Customer undertakes that these oils will not be used or sold for use as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil Duties Act 1979 or of any statutory modification or re-enactment thereof for the time being in force.

14. Assignment

- 14.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 14.2 The Customer shall not be entitled to assign the Contract or any part of it without the Company's prior written consent.

15. Events Beyond the Company's Reasonable Control

The Company reserves the right to cancel the Contract or defer the date of delivery or reduce the volume of Products ordered (without liability to the Customer) if the Company is prevented from or delayed in the carrying on of the Company's business due to events beyond the Company's reasonable control including, for example, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to bring the Contract to an end.

16. Breach of Contract/Termination

- 16.1 The Company shall have the right at any time and for any reason to immediately bring the whole or part of the Contract to an end by giving the Customer written notice, without liability to the Customer, if:
 - 16.1.1 the Customer commits a serious breach of any of these Conditions; or
 - 16.1.2 any distress, execution or other process is levied upon any of the Customer's assets; or
 - 16.1.3 the Customer has a bankruptcy order made against it or make an arrangement or composition with the Customer's creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver or manager, administrator or administrative receiver appointed of the

Customer's undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or the Customer's directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

16.1.4 the Customer ceases or threatens to cease to carry on its business; or

16.1.5 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its payment obligations under the Contract has been placed in jeopardy.

16.2 If this Contract ends it will not affect the Company's right to receive any money the Company is owed under these Conditions and all the Company's rights and duties which exist immediately before the Contract ends shall remain including the right to recover Products where payment is not made any right to damages for loss of anticipated profits.

17. Communications

17.1 All communications between the Customer and the Company about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or electronic mail:

17.1.1 (in case of communications to the Company) to the Company's registered office or such changed address as the Company notifies to the Customer or in the case of faxes or electronic mail to the fax number or electronic mail address notified to the Customer by the Company from time to time;

17.1.2 (in the case of the communications to the Customer) to the Customer's registered office or such other address as shall be notified to the Company by the Customer or in the case of faxes or electronic mail to the fax number or electronic mail address notified to the Company by the Customer from time to time.

17.2 Communications shall be deemed to have been received:

- 17.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - 17.2.2 if delivered by hand, on the day of delivery; or
 - 17.2.3 if sent by fax or electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 17.3 Communications addressed to the Company shall be marked for the attention of a serving director of the Company.

18. General

- 18.1 If any provision of the Contract is found by any court or other body to be unenforceable this will not affect the validity of the remaining provisions of this Contract. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be regarded as a waiver of any of the Company's rights under the Contract.
- 18.2 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.
- 18.3 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and both parties submit to the exclusive jurisdiction of the English Courts.

GOODS VEHICLE OPERATOR'S LICENCE

THIS LICENCE MUST NOT BE ALTERED OR DEFACED IN ANY WAY

Issued to:

**REGROUP (RECLAIM) LIMITED
CLIPPER HOUSE
AIR STREET
HULL
HU5 1RR**

Issued by:

Office of the Traffic Commissioner
North East of England
Hillcrest House
386 Harehills Lane
Leeds
LS9 6NF
0300 123 9000

Goods Vehicle Standard International

Licence number: OB0223606
NOT TRANSFERABLE

This licence is in force from:

07/11/1996

This licence will continue for as long as you continue to meet its terms. However, it will come to an end if you do not pay the necessary continuation fee by the date required. The licence may also face regulatory action including revocation if you operate outside its terms. You have paid for an initial period of five years, which starts with the date the licence was issued. The continuation fee must be paid before the end of the month before that five year period comes to an end and every five years after that. Please see note 1 for further details.

This document is an operator's licence issued under the Goods Vehicles (Licensing of Operators) Act 1995 (the Act). The undertakings recorded in this licence have been given by the licence holder and are considered to be material to the grant of the licence. In the case of a licence first issued before 1 January 1996, the recorded undertakings include statements of intent made by the operator.

The maximum number of motor vehicles and trailers authorised in accordance with section 6 of the Act is:

Motor vehicles	16
Trailers (inc semi-trailers)	14



A handwritten signature in black ink, likely belonging to the Traffic Commissioner.

Traffic Commissioner

Operating centre(s)

Operating Centre:	Address: REGROUP (RECLAIM) LTD ANN WATSON STREET STONEFERRY HULL HU7 0BH	Vehicles	8
		Trailers	5
Conditions Undertakings	or		

Operating Centre:	Address: REGROUP (RECLAIM) LTD WESTSIDE ROAD DOCK ESTATE GRIMSBY DN31 1UT	Vehicles	2
		Trailers	1
Conditions Undertakings	or		

Operating Centre:	Address: REGROUP (RECLAIM) LTD BANKSIDE DEPOT BANKSIDE HULL HU5 1RS	Vehicles	6
		Trailers	9
Conditions Undertakings	or		

Transport Manager(s)

**CHRISTOPHER JOHN WRIGHT
NICHOLAS JOHN CLARK**

Specific conditions attached to licence

Specific undertakings attached to licence

GENERAL CONDITIONS ATTACHED UNDER SECTION 22 OF THE GOODS VEHICLES (LICENSING OF OPERATORS) ACT 1995 – STANDARD INTERNATIONAL LICENCES

The licence holder shall, within 28 days of their occurrence, inform the Traffic Commissioner of any:

CHANGES in the maintenance and safety inspection arrangements;

CHANGES in the ownership of the business including partnership arrangements. Company changes in shareholding need not be notified unless they cause a change in the control of the Company;

EVENTS WHICH AFFECT

The good repute of the licence holder and transport manager, in particular, relevant convictions as defined in schedule 3 to the 1995 Act (this includes the issue of a fixed penalty notice or conditional offer under Part 3 of the Road Traffic Offenders Act 1988);

The professional competence of the licence holder and/or transport manager;

The requirement for the licence holder to be of appropriate financial standing (including details of any bankruptcy, liquidation, sequestration of estate or entry into administration of the holder or the appointment of a receiver, manager or trustee);

The requirement to have an effective and stable establishment in Great Britain namely;

Any change to the specified address of establishment, and

the requirement to have access at all times to at least one goods vehicle registered or in circulation in Great Britain

GENERAL UNDERTAKINGS – STANDARD INTERNATIONAL LICENCES

The licence holder undertakes to make proper arrangements so that:

The rules on drivers' hours and tachographs are observed and proper records kept;

Motor vehicles and trailers are not overloaded;

Vehicles will operate within speed limits;

Motor vehicles and trailers, including hired vehicles and trailers, are kept fit and serviceable;

Drivers report promptly any defects or symptoms of defects that could prevent the safe operation of vehicles and/or trailers, and that any defects are promptly recorded in writing;

Records are kept (for 15 months) of all driver defect reports, all safety inspections, routine maintenance and repairs to vehicles and trailers and these are made available on request; and

In respect of each operating centre specified, that the number of authorised motor vehicles and the number of authorised trailers kept there will not exceed the maximum numbers recorded against the operating centre in this licence.

Notes:

1. The continuation fee is payable before the end of the month which precedes the date of expiry of a period of 5 years, beginning with the date of either the issuing of the licence or the most recent 5 year anniversary of that date, whichever is the later. There is no legal obligation for the traffic commissioner to send a reminder that the continuation fee is due although a licence checklist will be sent to the correspondence address of the licence holder kept on file. If you have received no contact two weeks before the continuation date, please urgently contact the Central Licensing Office.
2. The “holder” of a licence is the person to whom the licence was issued. An operating centre is defined as the base or centre at which the licence holder’s vehicles (and trailers) are normally kept. Every five years, for a period of two months the traffic commissioner has the power under section 30 of the Goods Vehicles (Licensing of Operators) Act 1995 to review the suitability of an operating centre should there be any concerns. If a review is to be conducted an operator will be contacted in writing.
3. This licence authorises the use of a maximum number of vehicles and trailers by the licence holder. Vehicles currently in the holder’s possession, and for which vehicle discs have been issued, are recorded as “specified” vehicles on the licence. The difference between the number of vehicles in possession and the total authorisation is known as the “margin”.
4. Within the margin, the licence holder may operate vehicles additional to those currently specified on the licence (but without exceeding the total authorisation) for a maximum of one month beginning with the day on which the vehicle was first in the licence holder’s lawful possession. If the period of use of any vehicle is one month or less there is no requirement to notify the central licensing office. To use a vehicle for more than one month, and remain within the law, the licence holder must inform the central licensing office before that month is up. The vehicle then becomes specified on the licence and the margin is reduced accordingly.
5. If the vehicles specified on the licence are equal to the total authorisation, the holder cannot operate any additional vehicles, temporarily or otherwise, without having first applied for, and been granted, authority to do so.
6. The licence holder cannot change or add an operating centre without having first applied for, and been granted, authority to do so. Failure to obtain authority to use a place as an operating centre may result in a fine on summary conviction and disciplinary action being taken against the licence.
7. In addition to the general conditions detailed elsewhere in this document, legislation requires licence holders to inform the traffic commissioner of any change of correspondence address, within 28 days. Failure to inform the traffic commissioner of a change of correspondence address may result in the revocation of the licence.
8. A licence holder who does not fulfil an undertaking or condition recorded on his licence may be committing an offence and will be liable to disciplinary action by the traffic commissioner. A licence may be revoked, suspended or curtailed.

Standard Terms and Conditions for the Provision of Services
RE:Group (RE:Claim) Limited

The Customer's particular attention is drawn to the provisions of Conditions 10.2, 10.3 and 12.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Condition apply in these Conditions.

Ancillary Goods: the goods which the Company is to provide to the Customer pursuant to the Contract and in accordance with these Conditions;

Applicable Laws: all regulations, laws, statutes, directives and codes of practice relating to the provision of the Services including but not limited to the Control of Pollution Act 1974, the (England and Wales) Hazardous Waste Regulations 2005 No 894 and the Environmental Protection Act 1990; **Company:** RE:Group (RE:Claim) Limited (Company Number 03206019) whose registered office address is Ann Watson Street, Stoneferry, Hull, HU7 0BH;

Connection Point: the place or Vessel where the Materials are to be collected from the Customer or where delivery of the Materials or Toll Recovered Materials is to take place;

Contract: any contract between the Company and the Customer for the provision of Services, comprising of the Company's quotation, the Customer's order (if approved by the Company) and these Conditions;

Customer: the person, firm or company who procures or obtains the Services from the Company including where Services are performed in relation to a Vessel, and where appropriate, the owner or demise charterer of the Vessel;

Materials: materials and/or substances (including any of them or any part of them) on which the Company is to perform the Services and which the Company may sell to the Customer or market onwards;

Services: any services agreed in the Contract to be provided to the Customer by the Company;

Site: the Company's licensed transfer and treatment site at Ann Watson Street, Stoneferry, Hull HU7 0BH or other sites that it may operate from time to time;

Toll Recovered Materials: the products recovered from the reprocessing of waste to extract specified constituents from the waste; and

Vessel: any vessel owned or chartered by the Customer or in relation to which the Customer procures the Services.

Waste Specification Form: a questionnaire/form/consignment note or any other form that may be completed by the Customer from time to time listing the constituent elements (and proportionate amount of such constituent elements) of the Materials being collected and acquired by the Company or in respect of which the Company is to provide the Services.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all Services the Company shall provide 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 Managing Director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase the Services subject to these Conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company provides the Services to the Customer.

2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that it is an indication only and that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation or estimate given is non-binding and shall remain open for acceptance by the Customer for a period of 30 days only from its date, unless a lesser period is specified in writing by the Company.

2.8 Any quotation or estimate made by the Company is subject to these Conditions.

2.9 These Conditions apply equally to all Customers whether or not the Company is providing the Services to the Customer via an agent.

2.10 The Customer will ensure that it complies with all relevant Applicable Laws prior to arrival at the Site.

2.11 The Customer will properly describe the Materials on the Waste Specification Form or any other document as may be relevant from time to time when booking loads in at the Site. If the description of the Materials given by the Customer becomes inaccurate or changes the Customer must immediately notify the Company of the new description.

3. DESCRIPTION AND WASTE SPECIFICATION FORM

3.1 The description of the Services shall be as set out in the Company's quotation or acknowledgement of order. A description of the Materials will be set out in the Waste Specification Form unless otherwise agreed by the Company.

3.2 All demonstrations, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract.

3.3 If the Customer discovers any material changes in the composition of the Materials it shall immediately notify the Company of such a change in writing providing the new details. In such circumstances, the Company reserves the right to stop work on the Materials until a new completed Waste Specification Form is provided to it.

3.4 Unless the Company agrees otherwise in writing the Customer shall not deposit or permit to be deposited for collection any Materials which are not described in the Waste Specification Form.

3.5 If the Company receives any notice under Condition 3.3 or becomes aware that the Materials no longer conform with the details set out in the Waste Specification Form it may:

- (a) without prejudice to the Customer's obligation to pay for the Services suspend performance of the Services until such a time as the Materials conform with the Waste Specification Form;
- (b) adjust the price of the Services to take account of the variation between the actual constituents of the Materials and those shown on the Waste Specification Form before recommencing the Services; and/or
- (c) return the Materials to the Customer at the Customer's expense without liability to the Company.

4. PROVISION OF SERVICES

4.1 Any dates specified by the Company for the provision of the Services are intended to be an estimate and time for the provision of the Services shall not be made of the essence by notice. If no dates are so specified, the Services shall be provided within a reasonable time.

4.2 The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company's prior agreement in writing and provided that the Customer indemnifies the Company in full in terms established by the Company. The Company is not bound to agree to any such cancellation and may complete such order or perform the Services contained in the order even if the Customer purports to cancel it.

4.3 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable immediately:

- (a) when the Company issues a written notice to the Customer confirming such completion; or
- (b) if the Company is available to perform the Services but is prevented from doing so by reason of:
 - (i) the lack of relevant assistance from the Customer; and/or

- (ii) the condition of the Customer's premises on the site, at the Connection Point and/or the facilities at which the Services are to be provided at the time agreed for the provision of the Services.

4.4 The Company reserves the right to refuse entry to the Site to any of the Customer's vehicles or, if entry has already been obtained, to expel any such vehicles from the Site.

4.5 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the provision of Services (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 3 months.

4.6 Any Materials collected as part of the provision of Services shall remain at the risk of the Customer, until a full analysis of the Materials has been carried out by the Company and it is confirmed by the Company that the Materials conform with the details set out in the Waste Specification Form and for the avoidance of doubt:

- (a) the opening of any waste containers on arrival at the Site, or any other location, or authorisation to discharge a tanker shall not be regarded as a full analysis;
- (b) without prejudice to any entitlement to any additional cost of treatment or decontamination if notice of rejection is not received by the Customer within 14 days of receipt then the Company shall be considered to have accepted the Materials.

4.7 The Customer will ensure that all vehicles used for moving Materials to the Site and for the discharge of the Materials at the Site are clean and suitable in all respects for such purposes and any loads or equipment on such vehicles will be properly secured.

4.8 The Customer shall notify the Company on or before the date of the Contract or if later immediately on the occurrence of any special site conditions and safe working procedures in any way affecting the performance of the Company's obligation under the Contract.

5 ANCILLARY GOODS

5.1 The Company may from time to time sell Ancillary Goods to the Customer as part of the Services. These Ancillary Goods do not form a key part of the Contract between the Company and the Customer.

5.2 The Company shall use reasonable endeavours to transfer or assign to the Customer or otherwise obtain for the benefit of the Customer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Ancillary Goods in respect of the Ancillary Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Customer.

5.3 The Customer accepts that the Company has no further liability or obligation in respect of the Ancillary Goods other than is set out in Condition 5.2.

5.4 The warranties set out in this Condition 5 are the only warranties that shall be given by the Company in respect of the Ancillary Goods and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Further, in the event of any problems or defects in relation to the Ancillary Goods the Customer shall seek remedy directly from the manufacturer of the Ancillary Goods.

6. CONTRACT PRICE

6.1 Unless otherwise agreed by the Company in writing, the price for the Services shall be the price set out in the Company's price list published on the date of completion or deemed completion of performance of the Services.

6.2 Unless otherwise agreed in writing the price for the Services shall be exclusive of any value added tax or other similar taxes or levies including excise duties or insurance or bank and currency conversion charges and all costs or charges in relation to loading, unloading and carriage, all of which amounts the Customer shall pay in addition when it is due to pay for the Services.

6.3 Unless otherwise agreed the Customer will pay to the Company the delay fee, as set out in the Company's price list on the date of completion or deemed completion of performance of the Services, where a Company representative is at the Connection Point at the appointed time and has been kept waiting there for more than one (1) hour, such payment to accrue after the first hour.

6.4 The Customer shall reimburse the Company in full any purchase cost for containers and other equipment damaged or lost whilst loaned/hired to the Customer.

7. PAYMENT

7.1 If the Customer does not have an Approved Credit Account, payment must be paid in pounds sterling on or before collection (unless otherwise agreed) or at the very latest on the last

working day of the month following the month in which the Services are completed or deemed to be completed.

7.2 If the Customer has an Approved Credit Account, payment must be made in accordance with the payment terms notified to the customer when the Company confirms that an Approved Credit Account has been opened unless otherwise agreed. If payment is not made on the due date or if the Company in its sole discretion decided at any time for any reason, the Company may reduce the said credit limit or stop all credit. If the Company offers credit in respect of any particular transaction, this does not create an obligation on the Company to offer credit in the future.

7.3 All sums due to the Company shall be immediately due and payable on demand despite any other provision of these Conditions.

7.4 Time for payment shall be of the essence.

7.5 No payment shall be deemed to have been received until the Company has received cleared funds.

7.6 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

7.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

7.8 If the Customer fails to pay the Company any sum due pursuant to the Contract on the due date for payment, the Company shall be entitled to:

7.8.1 charge the Customer interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of HSBC Bank 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.

7.8.2 charge the Customer the cost of obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and

7.8.3 cancel the Contract or suspend any further delivery of products to the customer.

7.9 The Company reserves the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.

8. WARRANTY OF QUALITY OF SERVICE

8.1 If the Customer establishes to the Company's reasonable satisfaction that the Services have not been performed with reasonable care and skill, then the Company shall at its option, at its sole discretion and within a reasonable time;

- (a) re-perform such Services; or
- (b) issue a credit note to the Customer in respect of the whole or part of the Contract price of such Services as appropriate having taken back such materials relating to such Services

subject, in every case, to the remaining provisions of this Condition 8 provided that the liability of the Company under this Condition 8 shall in no event exceed the purchase price of such Services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.

8.2 Condition 8.1 shall not apply unless the Customer:

- (a) notifies the Company in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 3 months of performance of Services to the Customer or such other periods as agreed by the Company in writing; and
- (b) affords the Company a reasonable opportunity to inspect the Connection Point or any other relevant area at which the Services have been performed if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the materials relating to the Services within 14 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to such materials at the Customer's premises or other location where they may be or the Services were performed for such purposes.

8.3 If the Company elects to re-perform the Services pursuant to Condition 8.1, the Company shall re-perform the Services for the Customer at the Company's own expense at the address at

which the Services were performed and the Customer shall make any arrangements as may be necessary to deliver up to the Company the materials relating to the previously performed Services.

8.4 The Company shall be under no liability under warranty at Condition 8.1 above:

- (a) in respect of any defect arising from negligence, abnormal working conditions, or failure to follow the Company's instructions (whether oral or in writing);
- (b) if the total price for the Services has not been paid by the due date for payment;
- (c) for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer;
- (d) in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing.
- (e) where a defect arises because the Customer has failed to follow the Company's oral or written instructions as to storage of any Materials or Toll Recovered Materials.

8.5 The warranties set out in this document are the only warranties which shall be given by the Company and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9. CUSTOMER WARRANTIES AND OBLIGATIONS

9.1 The Customer warrants that all persons including those for whom the Company is vicariously liable entering upon the Connection Point shall be safe for the purpose of their visit and specifically (but without limitation) shall implement a safe system of work for inspection, collection and delivery of Materials and Toll Recovered Materials.

9.2 The Customer will:

- (a) grant the Company and its employees and agents such access to its site and the Connection Point as may be required by the Company without notice for the purpose of inspecting the Materials/or taking samples, delivery or collection of the Material or delivering Toll Recovered Materials and shall provide a suitable and safe vehicular access;

- (b) make available at the Connection Point such facilities as the Company shall reasonably require in order to discharge its obligations under the Contact including labour and equipment for on or off loading and;
- (c) take all reasonable precautions to protect the health and safety of the Company's employees, agents and sub contractors whilst at the Connection Point and in particular to comply with the Health and Safety at Work Act 1974;
- (d) comply with any recordkeeping obligations imposed by any Applicable Laws and shall deliver to the Company an accurate copy of each record and ensure that each movement of Materials is accompanied by the correct consignment forms;
- (e) provide the Company with adequate health and safety information relevant to any substance hazardous to health which may be present in the Materials being collected by the Company from the Customer to assist the Company in meeting its duties and obligations under the Control of Substances Hazardous to Health Regulations 1988 and subsequent relevant regulations and legislation;
- (f) procure all necessary consents and licences and provide full access rights required by the Company to allow it to perform the Services.

9.3 The Customer warrants that it shall procure at the Connection Point all reasonable assistance as may be requested from time to time, safe access to the premises and the provision of adequate power, lighting, heating, hard standing and other such facilities and supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.

9.4 The Customer warrants that area where the Services are to be provided is suitable for the provision of the Services and allows adequate access to the Vessel or Material storage facility and sufficient surface weight bearing quality to enable the Services to be performed in safety and without damage to the Customer's property.

9.5 The Customer warrants that where the Materials are to be collected from a Vessel that the Vessel is suitable for discharge and that there is full and unhindered access to the oil storage facility and its valves.

9.6 The Customer further warrants to the Company that:

- (a) the Waste Specification Form and details of the process outlined within it are complete and accurate in all respects and that the Customer will update the

Waste Specification Form and the process details regardless of any analysis of the Materials carried out by the Company;

- (b) the constituents of the Materials are compatible and stable and will not give rise to any hazard upon mixing. If the Customer has any doubts regarding the compatibility or stability of the Materials it must notify the Company immediately.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions excludes or limits the liability of the Company for any matter which would be illegal for the Company to exclude or attempt to exclude its liability including for death of personal injury caused by the Company's negligence, or for fraud or fraudulent misrepresentation.

10.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Services under this Contract shall be limited to the price paid for the Services.

10.3 The Company shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise, which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any person for economic loss, claim for damages or awards howsoever arising from the Services or otherwise.

11. ASSIGNMENT

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

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. INDEMNITY

12.1 The Customer acknowledges that the Company places particular reliance upon these Conditions and in addition to any remedy available to the Company, the Customer irrevocably and unconditionally agrees to indemnify the Company in full and on demand and keep the Company so indemnified from and against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal and other professional advisor's fees) and all economic loss whether direct or indirect (including loss of profit, future revenue, reputation or

goodwill and anticipated savings) which are made or brought against or incurred or suffered by the Company, its officers, employees, representatives, agents or sub contractors directly or indirectly whether wholly or in part resulting from the matters listed below, whether or not such losses or consequences listed below were foreseeable:-

- (a) any act or omission of the Customer or any of the Customer's agents, employees, contractors or invitees in connection with the provision of the Services;
- (b) any breach by the Customer of its obligations under these Conditions or the Contract;
- (c) any damage caused to the Company's property as a result of the performance of the Services.

13. FORCE MAJEURE

The Company reserves the right to suspend or to cancel the Contract whole or in part (without liability to the Customer) 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, acts of terrorism, protests, 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, provided that, if the event in question continues for a continuous period in excess of 3 months the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. BREACH OF CONTRACT OR INSOLVENCY

14.1 The Company shall have the right at any time and for any reason to immediately terminate the Contract in whole or in part by giving the Customer written notice, whereupon all work on the Contract shall be discontinued without liability to the Company, if:

- (a) the Customer commits a material breach of any of the terms and conditions of the Contract; or
- (b) any distress, execution or other process is levied upon any of the assets of the Customer; or
- (c) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of

any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

- (d) the Customer ceases or threatens to cease to carry on its business; or
- (e) the financial position of the Customer deteriorates to such an extent that in the opinion of the Company the capability of the Customer to adequately fulfil its payment obligations under the Contract has been placed in jeopardy.

14.2 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

15. GENERAL

15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

15.2 If any provision of the Contract 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 Contract and the remainder of such provision shall continue in full force and effect.

15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.6 In the event that the Customer sells a Vessel on which Services are to be performed the Customer shall as soon as practicable assign in full the benefit and burden of this Contract to any new owner who shall be bound by the terms of this Contract in full. The Customer shall provide written notice to the Company of this assignment.

15.7 This Contract constitutes the entire understanding between the parties with respect to the subject matter of this Contract and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

15.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16. COMMUNICATIONS

16.1 All communications between the Customer and the Company about the contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or electronic mail:

- (a) (in case of communications to the Company) to the Company's registered office or such changed address as the Company notifies to the Customer or in the case of faxes or electronic mail to the fax number or electronic mail address notified to the Customer by the Company from time to time;
- (b) (in the case of the communications to the Customer) to the Customer's registered office or such other address as shall be notified to the Company by the Customer or in the cases of faxes or electronic mail to the fax number or electronic mail address notified to the Company by the Customer from time to time.

16.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax or electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

16.3 Communications addressed to the Company shall be marked for the attention of a serving director of the Company.