



RE:Group
www.regroup.uk.com

Company Policy

Environmental Policy Statement

RE:Group (UK) Ltd is committed to reducing or eliminating any negative impact its activities may have on the environment and to controlling and avoiding pollution.

It is the company's strategy to ensure it meets or exceeds the requirements of the Environmental Protection Act 1990 and all other relevant legal requirements, codes of practice and regulations.

In order to prevent potential pollution to air, land or water and provide opportunities for continual improvement our management systems and work practices are continuously monitored. This ensures we meet the requirements of our site licence and provides the framework for setting and reviewing our annual environmental targets and objectives.

Our staff are trained to an appropriate level to allow them to carry out their work tasks effectively with due consideration to their safety and possible environmental implications. All equipment and vehicles are regularly maintained to ensure efficient running with minimal potential waste. The company's buying policy takes into account potential environmental impact and an energy management policy is in place and maintained.

It is the policy of the organisation to continue to monitor the environmental impact of its activities. The organisation is committed to the efficient use of resources, including energy generation and water consumption. The company implements a strategy to minimise waste by evaluating operations and ensuring they are as efficient as possible.

This statement is reviewed by senior management as part of a documented management review process.

Signed.....

Date: February 2012

Mr R Booth
Production Director

Revision: 3



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Company Policy For Health, Safety and Welfare

The following is the formal policy statement of RE:Group (UK) Ltd which confirms the importance to which the company attaches to the safety of its employees, the general public and the environment according to the nature of the business and operations carried out.

The company recognises that it is one of its prime responsibilities, as far as is reasonably practicable, to provide facilities, safeguards and methods of working which, if properly used by employees and other authorised persons on site, will be conducive to their health and safety.

It is the company's intention, as far as is reasonably practicable, to maintain and operate all equipment facilities and to control the use of materials in such a manner as to prevent harm to their employees, the general public and the environment.

Mr R Booth is responsible for implementing this policy and he will ensure that health and safety considerations are always given priority in planning and the day-to-day supervision at work.

To assist him in this respect, the company has appointed Mr M White, Safety Advisor, to give advice on the requirements of the relevant statutory provisions and safety matters generally.

All employees and sub-contractors are expected to co-operate with the company in carrying out this policy and must ensure that their own work, so far as is reasonably practicable, is carried out without risk to themselves or others.

Signed 

Date May 2009

Mr R Booth
Production Director

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

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

BS EN ISO 9001 : 2008

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

Adam Weir

Certification Director



Certificate No:
Date:
Reissued:
Valid Until:
EAC Code:

19797
5 September 2005
15 September 2014
15 September 2017
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

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

BS EN ISO 14001 : 2004

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

Adam Weir

Certification Director



Certificate No:
Date:
Reissued:
Valid Until:

E 5928
16 July 2012
15 September 2014
15 September 2017



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www.regroup.uk.com

Company Policy

Quality Policy Statement

RE:Group (UK) Ltd recognises the promotion of a first class service to our customers to be of primary importance. In our Company the experience, attitude and skill of our staff are our main assets and these three key elements are essential to the continuing success of our business. It is our aim to constantly improve the quality of our service by setting, monitoring and reviewing our objectives. This will enhance customer satisfaction and help the company to continually make improvements to our systems and products.

Our Documented Management System, which complies with the requirements of the International Management Standard ISO 9001: 2000 and other applicable legislation, ensures that customer expectations are constantly fulfilled.

The Company will ensure that staff are familiar with and understand the procedures in the Quality System relevant to their own work and comply with the requirement of these processes.

By adherence to our Quality Management System we will be able to take a factual approach to decision-making and the setting of our objectives for the mutual benefit of all parties.

Signed  _____

Date May 2009

Mr R Booth
Production Director

Licence

Environmental Protection Act 1990
Waste Management Licensing
Regulations 1994



Waste Management Licence Number *EAWML100372*

Facility Type: Waste Treatment

The Environment Agency ("the Agency") in exercise of its powers under section 36 of the Environmental Protection Act 1990, hereby authorises:

Waste Oil Services Limited ("the licence holder"),

whose registered office (or principal place of business) is

**Ann Watson Street,
Stoneferry, Hull,
East Yorks,
HU7 0BH**


Company registration number *03206019*

to carry out the keeping and treatment of waste at

**Waste Oil Services Limited,
Air Street,
Bankside,
Hull,
East Yorkshire,
HU5 1RR**

the boundary of which is shown on the site plan at schedule 1 to this licence

to the extent authorised by and subject to the conditions of this licence.

| Signed | Date |
|---|-------------------|
|  | 09 September 2008 |

Alan Hunter

Authorised to sign on behalf of the Agency

Permit

Pollution Prevention and Control
(England and Wales) Regulations 2000

Permit

Permit number

FP3630MZ

The Environment Agency (the Agency) in exercise of its powers under Regulation 10 of the Pollution Prevention and Control (England and Wales) Regulations 2000 (SI 2000 No 1973) hereby authorises

Waste Oil Services Limited ("the operator"),

whose registered office (or principal office) is

Anne Watson Street

Stoneferry,

Hull

East Yorkshire

HU7 0BH

company registration number 3206019

to operate an installation at

Anne Watson Street

Stoneferry,

Hull

East Yorkshire

HU7 0BH

to the extent authorised by and subject to the conditions of this permit.

| Signed | Date |
|---|------------|
|  | 11/07/2007 |

Phil Reynolds, Regulatory Team Leader (PIR Permitting), Strategic Permitting Group - Nottingham

Authorised to sign on behalf of the Agency

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.

Standard Terms and Conditions for the Provision of Services

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) Ltd (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.

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 oily containers and other equipment damaged or lost whilst loaned/hired to the Customer.

7. PAYMENT

7.1 Subject to Condition 7.4, payment of the price for the provision of Services is due in pounds sterling, unless otherwise agreed in writing, on the last working day of the month following the month in which the Services are completed or deemed to be completed.

7.2 Time for payment shall be of the essence.

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

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

7.5 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.

7.6 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of 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.

7.7 Further, if any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and, without prejudice to any other right or remedy available to the Company, the Company shall, in addition to Condition 7.6 above, be entitled to:

- (a) cancel or suspend its performance of the Contract or any order including suspending provision of Services or other services until arrangements as to payment or credit have been established which are satisfactory to the Company;
- (b) appropriate any payment made by the Customer to such of the Services (or any services supplied under any other contract between the Customer and the Company) or as the Company think fit; and

- (c) suspend performance of Services remaining to be carried out.

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 Contract 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.

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 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.

9.5 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.

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 parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or
- (b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

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 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 the Managing Director.