

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.