



GREENWORLD SALES LIMITED STANDARD TERMS AND CONDITIONS FOR WASTE TIPPING

These are the terms on which we agree to provide the services specified overleaf and all parts thereof ('The Services'). Until further notice they are also the terms on which we provide services generally. No variation to these terms, nor any terms supplied by you, shall be of any effect unless expressly agreed by us in writing, signed on our behalf.

The following expressions shall have the meanings given to them below:

Contract Price - shall mean the price exclusive of VAT charged by Us for the acceptance of the Waste. VAT and any other taxes and levies shall be charged in addition.

EA Licence Permitted Waste Types - the types of waste that are permitted to be tipped at the Site, which are available to You upon written request and which are also available to review at the Site.

Services - means the acceptance of the Waste.

Site - means the waste tipping site located at Estuary Farm, off Edward Benefer Way, North Lynn, King's Lynn, Norfolk PE30 2HY.

Waste - shall mean the non-hazardous dry and/or non-hazardous liquid and sludge waste to be accepted on Site subject to and in accordance with these terms and Our EA Licence Permitted Waste Types.

We/Us/Our – Greenworld Sales Limited

You/Your means the customer from whom We have accepted the Waste

Conditions of Entry for Tipping

This agreement constitutes an offer by You to purchase Services in accordance with this agreement.

This agreement shall come into existence when You enter onto Our Site to request use of our Services.

This agreement constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of US which is not set out in this agreement.

This agreement applies to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

These conditions supersede any previous Conditions of entry published by Us and constitute the only conditions upon which We will grant You the right to enter the Site for the purpose of tipping Waste.

We shall have the right to make any changes to Our Site rules which are necessary to comply with any applicable law or safety requirement. You shall conform with all statutory enactments and regulations and bye laws and regulations of local or either statutory authorities which apply to the Waste to be disposed of and warrant to us that The Waste is the Waste specified by You and that no hazardous material, toxic, noxious polluting substances will be deposited.

All drivers and personnel of You or Your agents shall report to the Site weighbridge on arrival at the Site.



All drivers and personnel of You or Your agents shall provide a completed Waste Transfer Note and shall complete the necessary weighing in procedure before proceeding to the tipping area for the purpose of tipping the waste. If You fail to comply with any procedures, We reserve the right to refuse You entry to the Site or to tip your waste on the Site.

After tipping the Waste You or a person authorised on Your behalf will be required to complete weighing out procedure and sign a Weighbridge Ticket agreeing that:-

1. The Waste has been deposited
2. The Waste is that specified by You.

All drivers and personnel of You or Your agents shall be under the direction of the Site personnel and shall comply with their reasonable orders at all times PROVIDED THAT such compliance shall not relieve You of any of Your duties or obligations set out in the Conditions.

It is the responsibility of drivers of the vehicles delivering waste to satisfy themselves that access to the tipping area is in a suitable condition for the vehicles. We give no warranty that access is in a suitable condition and accordingly will be under no liability in respect of any damages caused to delivery vehicles or any losses resulting from such damage or any losses whatsoever due to the condition of the access to the tipping area.

We reserve the right to impose a charge payable by You for removing any delivery vehicle of You or Your agents from the Site.

You and Your agents personnel and vehicles shall at no time stray from the access roads when on the Site and shall follow all signs. All drivers and personnel of You and Your agents shall at all times comply with Our health and safety rules (and all statutory health and safety rules in force from time to time) when on Site. In particular in relation to the provision and use of personal protective equipment. Failure to do so may result in drivers and others being banned from Site or refused entry on Site.

All waste delivered to the Site shall become the property of Us once accepted by Us and subsequently deposited on the ground where directed by Us (and shall be dealt with by the Company in accordance with the terms of Our Site licence) PROVIDED THAT this Condition shall not absolve You from any liability or responsibility under any local or government legislation or regulations.

You shall not tip or attempt to tip any waste which may contravene the terms of Our Site Licence, a copy of which is available from Us, and any such material tipped by You without permission shall be removed at the liability and cost of such removal shall be charged to You.

If Our performance of any of Our obligations under this is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (**Default**):

1. We shall without limiting Our other rights or remedies have the right to suspend performance of the Services until You remedy the Default, and to rely on the Default to relieve it from the performance of any of Our obligations to the extent the Default prevents or delays the performance of any of Our obligations;
2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations; and
3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Default.



Unless otherwise agreed the Contract Price is due and payable in full and in cleared funds within 30 days from date of invoice, unless We exercise our option to demand payment in advance and time for payment shall be of the essence. All amounts under the Contract Price are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under this agreement by Us to You, You shall, on receipt of a valid VAT invoice from US, pay US such additional amounts in respect of VAT as are chargeable on the supply of our Services at the same time as payment is due for the supply of the Services.

You shall not be entitled to withhold payment or make any deduction from the Contract Price in respect of any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). If payment in full is not made on the due date We may, in addition to all other remedies We have, charge you interest at a rate to 2% per month both before and after judgement and suspend without any liability to You whatsoever the further performance of this or any other contract that We have with You. Notice of suspension will be given to You within 14 days of Your failure to settle the contract price on the due date.

You shall indemnify and hold Us harmless against injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising from any act or omission of You or Your agents or employees of You.

We exclude all liability for any loss or damage to the property belonging to You or Your agents and to all drivers and personnel of You or Your agents (including personnel effects) or deposited by You or Your agents or the drivers and personnel of You and Your agents on the Site and shall not be bound to return the same.

We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement.

Our total liability to You in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Contract Price.

Nothing in this agreement shall limit or exclude Our liability for:

1. death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
2. fraud or fraudulent misrepresentation; or
3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

These provisions underlined survive termination of this agreement.

A waiver of any right under this agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

A person who is not a party to this agreement shall not have any rights to enforce its terms.

Except as set out herein, no variation of this agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Us.

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

By signing below you agree to be bound by Greenworld Sales Ltd Terms and Conditions

Print Name:

Date:

Signature:

On behalf of: