

G&P BATTERIES LIMITED

STANDARD TERMS AND CONDITIONS FOR THE "BattBox" BATTERY COLLECTION AND RECYCLING SERVICE

1 INTERPRETATION

1.1 In these terms and conditions the following terms shall (unless the context otherwise requires) have the following meanings:

"Charges" means the charges payable for the Services notified to the customer by G&P from time to time. The current charges are set out in the your individual Schedule.

"Contract" means any contract between G&P and the Customer for the supply of the Services in connection with a consignment of Waste Materials incorporating these conditions.

"G&P" means G&P Batteries Ltd, Crescent Works Industrial Park, Willenhall Road, Darlaston, Wednesbury WS10 8JR.

"G&P's Premises" means Crescent Works Industrial Park, Willenhall Road, Darlaston, Wednesbury WS10 8JR.

"Registered Waste Carrier" means a company holding a Waste Carriers Registration certificate, which enables it to carry waste as part of its normal day to day activities, or as part of a service contract.

"Services" means the provision of containers for waste battery storage on the customers' premises, the collection and receiving of the Waste Materials, the sorting of the Waste Materials, the processing of the Waste Materials, and the disposal of any surplus Waste Materials following such processing.

"Hazardous Waste" (formerly Special Waste) means any Waste Materials which are categorised as Hazardous Waste by the provisions of the Hazardous Waste Regulations 2005 in England and Wales, or any Waste Materials which are categorised as Special Waste by regulations in Scotland and Northern Ireland.

"Non Conforming Material" means batteries or other waste material that is not specified in the attached schedule of battery and waste types covered by this contract.

"Waste Materials" means all material collected from the customer by G&P or delivered to G&P for recycling or disposal

"Working Day" means Monday to Friday inclusive excluding any such day which is an English public or bank holiday. Any headings in these Terms and Conditions are for convenience only and shall not affect their construction.

1.2 Unless the context otherwise requires:-

1.2.1 references to individuals or to natural persons or to corporations or to firms and/or unincorporated associations shall include references to each of the others;

1.2.2 reference to a gender shall include a reference to each of the other genders;

1.2.3 words denoting the singular number only shall include the plural and vice versa.

1.3 References in this Contract to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

2 APPLICATION OF TERMS

Subject to any variation under condition 2.3 all Contracts shall be on these terms and 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, or other document).

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

These terms and conditions apply to all provisions of Services by G&P and any variation to these terms and conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by a director of G&P. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of G&P which is not set out in the Contract. Nothing in this condition shall exclude or limit G&P's liability for fraudulent misrepresentation.

2.2 Each order for Services by the Customer from G&P shall be deemed to be an offer by the Customer to buy Services subject to these terms and conditions.

2.3 No order placed by the Customer shall be deemed to be accepted by G&P until a written acknowledgement of order is issued by G&P or (if earlier) G&P commences the provision of the Services for the Customer.

2.4 The Customer shall ensure that the terms of its order are complete and accurate.

3 PROVISION OF CONTAINERS

3.1 Where the Services provided by G&P include the placing of one or more containers on the Customers premises, or other premises nominated by the Customer, the

said containers shall remain the property of G&P, even after the termination of this or any other agreement between the Customer and G&P.

3.2 G&P will place containers on sites notified by the Customer on the order form.

3.3 The customer agrees to be responsible for the containers once placed on the sites notified on the order. BattBoxes provided by G&P must be used solely for the storage of waste batteries for collection by G&P.

3.4 BattBoxes must be stored in reasonable conditions, and be kept secure. G&P reserves the right to charge up to £25 per container for the theft, loss or damage of containers whilst the responsibility of the customer.

4 COLLECTION AND DELIVERY OF THE WASTE MATERIALS

4.1 The Customer must notify G&P that the Waste Materials include Hazardous Waste, and where the Waste Materials include Hazardous Materials that the site from which collection is to be made is registered as a producer of Hazardous Waste, or is exempt, prior to the collection or delivery of the Waste Materials.

4.2 If the Services include the collection of Waste Materials then:

4.2.1 G&P will arrange for the collection of the Waste Materials by a Registered Waste Carrier; and

4.2.2 where the Waste Materials collected include Hazardous Waste G&P will provide the consignment note and deal with the administration required by the Environment Agency (or any successor body which assumes the Environment Agency's responsibilities for the disposal of waste materials) in connection with the transportation and disposal of such waste on behalf of the Customer.

4.2.3 if on arrival at a site G&P's personnel find that either there are no batteries in the container, or the container cannot be removed for any reason, then an abortive call charge of up to £20 plus VAT will be made.

4.2.4 If G&P's personnel are refused access to the container for any reason they will notify G&P and wait a maximum of 10 minutes. If during that time there has been no resolution to the matter, the driver will leave site and an abortive fee of up to £20.00 plus VAT will become chargeable.

4.3 Where a container contains predominantly primary lithium batteries, or mercury containing button cells, G&P reserves the right not to re-supply a container on the same terms as the initial BattBox. Revised terms will be quoted by G&P to the customer, which must be agreed, before supplying another container.

5 RISK

The Waste Materials are at the risk of G&P from the time of their collection from the Customer or delivery to G&P's Premises.

6 DETERMINATION OF THE CHARGES/REBATE FOR WASTE MATERIALS

6.1 Waste Materials shall be weighed on receipt by G&P to determine the weight of Waste Materials supplied by the Customer. G&P's determination of the weight of Waste Materials shall be binding on the parties.

6.2 Waste Materials will be inspected by G&P.

6.3 The containers provided and charges agreed are for the battery types notified to G&P at the start of the contract and as detailed on the order form.

7 PRICE AND PAYMENT

7.1 The price payable by the Customer for the Services shall be as set out on the customer's order form. Payment must be made in full at the time of submitting the order.

7.2 G&P shall send an invoice to the Customer for the Services provided.

7.3 All charges are exclusive of Value Added Tax which shall be payable in addition at the prevailing rate.

7.4 In the circumstance of failure to make payment by the due date then without prejudice to any other right or remedy available to G&P, G&P shall be entitled to:

7.4.1 Cancel the contract and suspend or cancel the provision of all services to the customer.

7.4.2 Remove all containers from sites on the container Schedule

7.4.3 charge interest on all overdue accounts at the rate of 2% per month.

7.5 G&P will accept no responsibility for any bad publicity or breaches of legislation caused the failure to collect from any site when a customer's account is overdue

WARRANTY AND INDEMNITY

7.6 The Customer warrants that the Waste Materials collected by or delivered to G&P are those set out on the order form, and that no other Waste Material will be delivered to or allowed to be collected by G&P without notifying and agreeing terms for it.

7.7 The Customer shall keep G&P indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by G&P as a result of any breach by the Customer of any of the warranties in conditions 8.1. This clause shall survive termination of the Contract for any reason.

7.8 If G&P believes that the Waste Materials contain any Non-conforming Material it can require the Customer to arrange for the Waste Materials collection from G&P's Premises at the Customer's expense. If the Waste Materials are not removed from G&P's Premises within 48 hours of such a request for removal of the Waste Materials being made then G&P shall arrange for the Waste Materials to be returned to the Customer at the Customer's expense.

8 FORCE MAJEURE

8.1 In the event of G&P being prevented from performing the Services (or any part thereof) for any cause whatsoever beyond its control, or by lock-out by G&P of its own employees, G&P shall promptly give notice thereof to the Customer and shall have the right to defer the performance of the Contract for as long as such force majeure shall continue.

8.2 If the duration of the force majeure shall exceed a period of 30 days and the parties, negotiating in good faith, cannot within a reasonable period thereafter agree on a new programme for the performance of the Contract, either party shall be entitled to cancel the Contract by giving written notice to the other to that effect within 7 days after the end of such 30 day period.

9 WAIVER

9.1 Any rights or remedies conferred on G&P by the Contract shall be in addition to and without prejudice to all other rights and remedies available to it and no exercise or failure to exercise any such right or remedy shall constitute a waiver by G&P of any such other right or remedy. The rights of G&P and the liability of the Customer under the Contract shall not be in any way prejudiced by any time, waiver or indulgence given by G&P to the Customer.

9.2 If G&P waives or otherwise fails to exercise any right arising under any provision of the Contract that waiver or failure to exercise such right shall not constitute a waiver of any right arising upon a subsequent default or breach or non-performance by the Customer of any terms of the Contract.

10 GOVERNING LAW

If not actually the case, the Contract shall be deemed to have been made in England and the construction, validity and performance of the Contract shall be governed in all respects by English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

11 THIRD PARTIES

A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12 GENERAL

12.1 G&P reserves the right to vary the terms and conditions of the Contract where the Waste Materials delivered to G&P's Premises or made available for collection by G&P do not correspond with the description of the Waste Materials in the Customer's order.

12.2 This Contract will last for a period of 12 months and shall be automatically extended for 12 months at a time unless terminated in writing giving at least 90 days notice before the end of any contract period.