

Waste Management Resources Limited - CONDITIONS OF TRADING

1 DEFINITIONS

In these Conditions (The Conditions) the following words shall have the meanings set out opposite them:

Client	the person firm company authority or trust who shall enter into a Contract with the Company for the Service and including employees servants agents and sub-contractors of the Client
Company	the Company entering into the Contract with the Client and being Waste Management Resources Ltd ("WMR") its successors and assigns and any party sub-contracted or employed as an associate in connection with the Project
Contract	the Contract between the Client and the Company for the provision of the Services and incorporating the Conditions
Price	the Price for the Service ascertained in accordance with Condition 5 together with any other charges the Company is entitled to make under these Conditions and any taxes payable thereon
Project	the consulting work as set out in the proposal
Proposal	the technical proposal as detailed in the Contract and on any supporting documents referred or deemed to be included therein
Services	the provision of Consultancy work as set out in the proposal as amended supplemented or otherwise changed whether in writing or by verbal agreement between the Client and the Company

2 GENERAL

- 2.1 The conditions contained herein shall constitute the terms of the Contract. The Contract shall be formed by the Client providing a formal written instruction or client order or by returning to the Company a copy of the Proposal duly signed by or on behalf of the Client.
- 2.2 The Company will provide the Service in accordance with these Conditions. No variation or alteration of the Conditions nor any conditions of the Client or terms conditions or warranties shall be of any effect unless expressly agreed in writing by an authorised representative of the Company. Any instruction made by or on behalf of the Client whether written or verbal in respect of the Project shall be deemed to be an acceptance of the Conditions unless expressly agreed otherwise in writing by an authorised representative of the Company.
- 2.3 The Contract will continue until the Project is complete or otherwise terminated as allowed for in these conditions. During such period all works forming part of the Service will be chargeable to the Client and any modifications to the Project whether or not in writing will be deemed to amend the original Proposal and thereafter form part of the Contract.

3 CLIENT'S PROPERTY

- 3.1 The Company shall not be liable for any loss damage to theft of items or property owned leased or loaned by the Client and supplied to the Company in connection with the Project except to the extent that the same can be shown to be due to the negligence of the Company.

4 PRICE

- 4.1 All Prices are quoted exclusive of VAT.
- 4.2 The Price payable in respect of the Service shall be the Price specified in Proposal or as notified by the Company to the Client and unless specified in writing by the Company shall be variable from time to time by the Company, together with any additional charge payable under the Project.
- 4.3 The Company reserves the right to vary the Price in respect of any increase in costs arising after submission of the Proposal and during the period of the Contract due to delay interruption or suspension of work or any other circumstances beyond the Company's control or which were not reasonably foreseeable when the Proposal was submitted including any breach by the Client of these Conditions.

5 PAYMENT

- 5.1 The Price shall be paid to the Company so that payment in full is received by the Company within 14 days of the Company's invoice. The Company shall at its discretion be entitled to render invoices in respect of part only of the Service or render invoices in respect of such periods of time as it considers appropriate.
- 5.2 The Client shall make all payments without deduction and in particular shall not be entitled to set-off against monies owed to the Company under the current contract any monies owed or alleged to be owed by the Company to the Client under the Contract, any other Contract or otherwise.
- 5.3 If the Client shall fail to pay the Price and any taxes in accordance with Conditions 5.1 and 5.2 above, all monies owing (whether or not due) by the Client to the Company and any subsidiary or associated company of the Company or any holding company thereof shall become due and payable and the Company shall without prejudice to any of its rights under the Conditions be entitled to charge interest on the aggregate of such sum then outstanding at the rate of 2% per month calculated on a daily basis from the date the amounts became due under these Conditions until receipt by the Company of the amount in full.

6 AVAILABILITY OF THE SERVICE EXCLUSION AND INDEMNITY

- 6.1 The service is supplied subject to availability of the Company personnel. Any date or time quoted by the Company for performance of the Service shall be for information only and not binding to the Company. Whilst every endeavour will be made to perform the Service on the specified date and time the Company shall not be liable for nor be required to indemnify the Client from or against any loss damage actions claims or expenses suffered or incurred as a result of non-performance of the Service at the specified date and time.
- 6.2 The liability of the Company to the Client for any loss damage or expense arising from any cause whatsoever and whether in contract tort or breach of statutory duty (other than negligence resulting in death or personal injury) shall not for any one event or series of incidents arising out of one event exceed the sum of £100,000 or five times the Contract price whichever is the lesser.
- 6.3 The Client shall at all times indemnify and keep indemnified the Company in respect of all claims loss damage injury or expense suffered by the Company or any third party for which the Company may become liable in connection with providing the Service including any liability in excess of the limit referred to in 6.2 above.
- 6.4 The Company shall not be liable for any fault or defect in the Service provided or the completed project which is attributable or traceable to any inaccurate data or other information provided by the Client his nominee contractor or agent or any local or statutory authority or other regulatory body.
- 6.5 In no event shall the Company be liable for nor be required to indemnify the Client from or against any loss of use loss of profit or loss of contracts whether arising as a result of the Company's breach of contract negligence or other tort breach of statutory duties or otherwise.

7 TECHNICAL INFORMATION AND CONFIDENTIALITY OF INFORMATION

- 7.1 The Client shall supply free of charge all pertinent data and information and give such assistance as shall be required by the Company in providing the Service.
- 7.2 Any drawings models samples or other material submitted by the Company to the Client or vice versa and used during the course of the Project must be treated as confidential and must not be copied or transmitted to any third party excepting those with legitimate reasons for receiving such in connection with the Project.
- 7.3 Any information relating to the Client's operations and the project shall be regarded as confidential and will not be used published or disclosed by the Company except in connection with the Project without the prior consent of the Client.
- 7.4 The Project shall be maintained as confidential between the Company and the Client and no information shall be released during the Project to any third party except by mutual consent of the Client and the Company and/or in connection with the project.

8 INTELLECTUAL PROPERTY

- 8.1 Copyright in all original drawings designs reports and other written material originating from the Company whether made pursuant to the Project or otherwise shall remain vested in the Company at all times.
- 8.2 All other intellectual property and know-how developed by the Company during the Project shall belong to the Company.

9 SUSPENSION

- 9.1 The Company may at its option and discretion wholly or partially suspend cancel or determine the Contract if the Client:
- fails to pay any monies due to the Company or any of its holding subsidiary or associated companies or any holding subsidiary or associated company of any of such companies.
 - fails to comply with any Condition of the Contract or any other contract or agreement between the Client and Company or any of its holding subsidiary or associated companies or any holding subsidiary or associated company of any such companies.
 - being a company (i) compounds or enters into any composition or arrangement with its Creditors or a proposal made for a Voluntary Arrangement with its Creditors; (ii) has a petition presented for the appointment of an administrator or an administrator is appointed; (iii) has a Receiver or Manager or Administrative Receiver appointed over all or any part of its assets; (iv) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (v) has a resolution passed for its voluntary winding up save for the purpose of amalgamation or reconstruction or enters voluntary liquidation; (vi) has a petition presented for its winding up or winding up order is made; (vii) is removed for any other reason from the Register of Companies.
 - being an individual (i) enters a Deed of Agreement or makes any assignment for the benefit of or enters into any arrangement with its creditors either by composition or otherwise; (ii) makes or has an application made for an Interim Order in connection with a proposal to creditors for a voluntary arrangement; (iii) has a petition presented for its bankruptcy or is made bankrupt.
 - fails to satisfy any distress execution or judgement within seven days of its being levied against its property, or made as the case may be.
- 9.2 The suspension or cancellation of the Contract shall not release the Client from unpaid invoices or accounts or from any other liability under the Contract.

10 WAIVER AND ASSIGNMENT

- 10.1 Failure or delay on the part of the Company to insist on the performance of any provision of any of the Conditions shall not be deemed to be a waiver of such Conditions nor shall such failure or delay affect the right of the Company to enforce them.
- 10.2 The Client shall not transfer subcontract or assign the Contract or the benefit of any of its rights and obligations under the Contract without the prior written consent of the Company.
- 10.3 The Company may transfer subcontract or assign the Contract or the benefit of any of its rights and obligations under the Contract.

11 JURISDICTION

- 11.1 The law of England shall apply to the Contract and the English Courts shall have non exclusive jurisdiction in relation thereto.