

## Terms And Conditions of Purchase

<b>1.0 DEFINITIONS</b>	
In this Agreement the following expressions have the following meanings.	
a) <b>"Company"</b> – Tippabush Ltd t/a Green Ant Plastic Recycling (Company number 4962098)	
b) <b>"Contract"</b> – the contract for the purchase of goods from the supplier	
c) <b>"Supplier"</b> – person(s) or company from whom goods are being purchased as set out in the Contract	
d) <b>"Goods"</b> – any goods which are the subject of the Contract to be provided by the Supplier to the Company	
e) <b>"Services"</b> – any services to be provided by the Supplier to the Company in connection with the Contract	
f) <b>"Makers Identification Marks"</b> – any mark or feature of the Goods which may identify the source of such goods except for where the Goods are identifiable from labelling or marking of the Goods arising outside of the normal course of providing the Goods.	
<b>2.0 APPLICATION OF THESE CONDITIONS</b>	
2.1	These conditions shall be applicable in respect of all Contracts made between the Company and the Supplier for purchases of Goods or Services from the Supplier.
2.2	No variation of these terms shall be binding unless agreed in writing between authorised representatives of the Supplier and a director of the Company. In the event of a conflict between any of these conditions and any specific term or condition referred to on the face of the Contract, the latter shall prevail.
2.3	The delivery of Goods or Services by the Supplier pursuant to the Contract shall constitute acceptance of these conditions where acceptance has not previously been communicated to the Company.
<b>3.0 DELIVERY</b>	
3.1	The Supplier shall ensure the Company's requirements for delivery of Goods and Services are met and any reasonable request for information about progress of said delivery shall be provided by the Supplier without delay.
3.2	The Supplier shall ensure that all Goods supplied against the Contract are properly packed and secured in such a manner as to reach their destination in good condition
3.3	The Goods shall (unless otherwise directed by the Company) be delivered by the Supplier to the Company's works carriage paid, in accordance with the Company's instructions excepting for where the Company arranges collection of the Goods (which shall be stipulated in the Contract by the Company). All deliveries shall bear the Company's order number on each package.
3.4	Delivery shall be considered complete when the Goods have been unloaded by the Supplier at the delivery point specified in the Contract and the delivery has been accepted by a duly authorised agent, employee or site representative of the Company. Where the Company collects the Goods the delivery shall be considered complete when the Goods are loaded onto the vehicle arranged by the Company for the collection of the Goods.
3.5	If the Supplier arranges delivery of the Goods using their own vehicle or that of a third party carrier, the Supplier will be liable for all damage which it or its carrier causes to the Goods in the course of delivery.
3.6	If Goods are delivered before the required delivery date specified in the Contract, the Company shall be entitled at its sole discretion to refuse to take delivery or to charge for any additional costs incurred by early receipt of the Goods (including but not limited to storage, handling and insurance costs) until the contractual date for delivery.
3.7	In the event of any strike, lock-out, fire, explosion or accident or of any stoppage of the Company's business or work for reasons beyond its reasonable control which may prevent or hinder the use of the Goods or performance of the Services, delivery of the Goods or Services (or both) and payment for them may be suspended or postponed at the Company's option without any liability until such time as the circumstances preventing or hindering the use of the Goods or Services have ceased.
3.8	If a carrier is specified or engaged by the Supplier in connection with the Contract such carrier shall be deemed to be an agent of the Supplier and not of the Company.
3.9	Consignment or part deliveries may be rejected at the sole discretion of the Company unless the Company has previously agreed in writing to accept such deliveries.
3.10	In the event of Goods being supplied from outside the United Kingdom, the Supplier shall ensure that correct and accurate information is provided to the Company as to the country of origin of the Goods. The Supplier shall be liable to the Company for any additional duties or taxes for which the Company may become accountable should the country of origin prove to be different from that advised by the Supplier.
<b>4.0 PRICING AND INVOICING</b>	
4.1	Unless otherwise agreed by the Company in writing:-
	4.1.1 all prices are fixed inclusive of delivery, and are not subject to escalation but exclude VAT (if applicable) and any other applicable duties and taxes;
	4.1.2 invoices may be rendered by the Supplier on completion of delivery of all of the Goods and Services which are the subject of the Contract;
	4.1.3 invoices shall not be rendered until the Company has received or obtained a weighbridge ticket ("Weighbridge Ticket") confirming the weight of the Goods as specified in the Contract. Weighbridge Tickets shall be obtained either at the point of collection in accordance with Condition 3.4 or upon delivery to the Company's premises, and shall be the final and conclusive evidence of the quantity of goods received
4.2	The Company shall not be liable for any Contracts or amendments to Contracts other than those issued or confirmed on the Company's official Contract or amendment forms duly signed on behalf of the Company.
<b>5.0 TERMS OF PAYMENT</b>	
5.1	Unless otherwise agreed by the Company in writing:-
	5.1.1 Payment shall be due at the end of the month following the month of receipt of the invoice.
5.4	The Company shall not be responsible for the payment of any charges for Goods or Services supplied in excess of the Goods or Services required by the Contract or any variation of it unless authorised in writing by an amended or additional priced Contract.
5.5	The Company specifically reserves the right to deduct from any monies due or to be become due to the Supplier any monies due to the Company from the Supplier.
5.6	Payment of or on account of the Contract price shall not constitute any admission by the Company as to proper performance by the Supplier of its obligations.
5.7	Payment shall not be made for packing materials of any description (including but not limited to: containers, crates, FIBCs, stillages, pallets etc.) except

	by special arrangement in writing by a duly authorised representative of the Company.
5.8	Failure to pay proper attention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by the Company due to the failure of the Supplier:-
	5.8.1to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Contract; or 5.8.2to send a monthly (or such other regular period as agreed between the Company and the Supplier) statement of account quoting the invoice numbers applicable to each item caused by it; or 5.8.3to mark clearly the Company's contract number on each consignment package, packing notes, advice notes, invoices, statements provided in accordance with Condition 8.8.2 and all other correspondence relating to them.
5.9	If the Company fails to make payment to the Supplier of any sums owed in accordance with Condition 5.1.1, the Supplier shall be entitled to charge interest on such sums at a rate of two per cent (1%) above the base rate of HSBC Bank plc from time to time until such time as payment has been made.
<b>6.0 TIME</b>	
6.1	Where time is specified in the Contract, such provision shall be of the essence.
6.2	Failure by the Supplier to meet any provision for time contained in the Contract shall entitle the Company at its option to treat the Contract as repudiated in whole or in part. The Company shall be entitled to exercise its option at any time notwithstanding that it has agreed to any delay unless a written extension of the contracted time has been given to the Supplier by a director of the Company and the time of any extension has not elapsed.
6.3	Failure by the Company to exercise its option under Condition 6.2 in respect of any part of a Contract shall not be deemed to constitute a waiver with respect to any subsequent part of that Contract.
6.4	The Supplier's failure to effect delivery on the date or dates specified in the Contract shall entitle the Company to purchase substitute Goods and to hold the Supplier accountable for all loss or additional costs (or both) incurred as a result, unless an extension of time has been agreed by the Company in accordance with Condition 6.2 .
<b>7.0 PACKAGING</b>	
The Company shall not be responsible for returning cases or other durable packaging to the Supplier unless such responsibility is accepted by the Company in the Contract.	
<b>8.0 COLLECTION DOCUMENTATION</b>	
6.1	Where the Supplier is not delivering the Goods or Services to the Company, the Supplier shall notify the Company when the Goods are available for collection by the Company.
6.2	When the Company or the Company's carrier collects the Goods, the Supplier shall provide the Company with a duly signed collection note (" <b>Collection Note</b> ") in a format agreed by the Company, acknowledging that the Company has collected the Goods.
6.3	If the Company arranges for collection of the Goods and the Goods are not packaged satisfactorily or the Goods are unfit in any way for collection, the Supplier, if requested to do so by the Company, shall be responsible for the costs of ensuring that the Goods are made fit for collection.
<b>9.0 PASSING OF RISK AND TITLE</b>	
9.1	Unless otherwise stated on the Contract, risk in the Goods purchased shall pass to the Company upon completion of delivery as specified in Condition 3.4 and title to the Goods or any part of the Goods shall pass upon the earlier of delivery or the time of any payment being made for them. The Supplier shall be responsible for transport and unloading costs and insurance of Goods to their full value against all risk of damage or loss prior to completion of delivery.
9.2	All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under the Contract shall be and remain at the sole risk of the Supplier whether or not they are upon premises of the Company or other premises specified in the Contract.
9.3	Where the Supplier has contracted to perform Services or work upon Goods or materials without title thereto passing to or belonging to the Supplier, risk shall pass to the Supplier in respect of such Goods and materials when it takes delivery thereof and shall remain with the Supplier until the Goods or materials processed or worked upon as the case may be are redelivered to the Company. Delivery for the purposes of this Condition shall mean the time of parting with physical possession by the Company and redelivery shall mean upon acceptance of delivery by a duly authorised agent, employee or representative of the Company.
<b>10.0 QUALITY AND ACCEPTANCE</b>	
10.1	The Company reserve the right to inspect the Goods or, as the case may be, any Services being performed at any reasonable time either at the Supplier's works or at the works of any sub-contractor and to require all defects or deficiencies to be made good and alterations made in the event of any failure in the opinion of the Company to comply with the terms of the Contract, provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval of all or any part of the Goods.
10.2	Goods shall be of satisfactory quality and shall be supplied strictly in accordance with the quantities, specifications, standards and stipulations contained in or annexed to the Contract and, unless otherwise agreed in writing by the Company, shall conform to all relevant UK and EC standards, specifications and conditions and all work and Services performed by the Supplier shall be in accordance with best practice and pass such inspection as may be required by the Company, its customers or their agents or any government department concerned.
10.3	The Supplier warrants that the Goods will be clean and dry and free from contamination from:- 10.3.1any extraneous materials; and/or 10.3.2damaging/alternative specification plastics; and/or 10.3.3other damaging materials.
10.4	The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods and Services prior to the Contract.
10.5	Nothing contained in these conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Order.
10.6	Notwithstanding that:- 8.6.1the Company has accepted all or part of the Goods; or 8.6.2where the Contract is for the sale of specific goods, the title in the Goods has passed to the Company; 8.6.3the breach by the Supplier of any express or implied condition to be fulfilled by it may (subject to Condition 10.8 ) be treated as a ground for rejecting the Goods and treating the Contract as repudiated.
10.7	The Company shall be entitled to require the Supplier to perform the obligations contained in Condition 10.8 or, at its option, reject the Goods and treat the Contract as repudiated at any time prior to the expiration of the following periods:- 10.7.1where the defect is apparent on a visual inspection, one month after delivery to the Company; or 10.7.2in any other case one month after the Company has discovered the defect in question.
10.8	Without prejudice to the Company's right to treat the Contract as repudiated, where the Company notifies the Supplier of any defective or damaged Goods (whether due to defective design, materials or workmanship or otherwise) or faulty workmanship in the provision of the Services, the Supplier shall be responsible for making good with all possible speed the defective or damaged Goods or faulty workmanship (fair wear and tear excepted). The Supplier shall indemnify the Company for any expenses the Company incurs arising as a result of the defective or damaged or contaminated Goods.
<b>11.0 HEALTH AND SAFETY</b>	

11.1	The Supplier warrants that in the supply of the Goods and the provision of information relating to them it will comply with the duties imposed on it by the Health and Safety at Work etc. Act 1974 or any amendment thereto or re-enactment thereof and of all other statutory provisions, bye-laws, rules and regulations so far as they are applicable to the site or the Goods and that it will perform the Contract such that no liability is incurred by the Company under such statutory provisions, bye-laws, rules and regulations; and
<b>12.0 INDEMNITY</b>	
12.1	The Supplier agrees to indemnify the Company against:- 10.1.1.all losses, costs, damages, expenses and claims caused to and made against the Company which would not have been caused or made had the Supplier fulfilled its express or implied obligations under this Contract; 10.1.2.all claims arising out of errors and omissions in packaging supplied by the Supplier; and 10.1.3.all claims made against the Company arising out of the acts, omissions or negligence of the Supplier, its employees, agents or its sub-contractors.
<b>13.0 MARKING OF GOODS</b>	
13.1	Unless otherwise agreed in writing no Maker's Identification Mark shall appear on any Goods supplied pursuant to the Contract.
13.2	Neither the Contract nor the name of the Company shall be disclosed to any third party used by the Supplier or any sub-contractor for advertisement or publicity purposes without the prior written consent from a director of the Company.
13.3	The Supplier or any third party used by the Supplier shall not during the period of the Contract or at any time thereafter disclose to any person, firm or company any manufacturing process or trade secret of the Company in connection therewith or any information relating thereto.
13.4	Where the Company collects the goods, the Supplier shall package and label the Goods with the Company's identifying mark pursuant to details in the Contract.
<b>14.0 THIRD PARTY PROCESSING</b>	
14.1	The Company may require the Supplier to supply the Goods to a third party for processing and shall notify the Supplier in writing where this is to be the case.
14.2	The Supplier shall provide the Company with a duly signed Collection Note acknowledging that the Company and/or the Processor has collected the Goods from the Supplier.
14.3	Where the Supplier acts as the processor of the Goods on behalf of the Company, the Supplier warrants that the Goods will be processed in compliance with all applicable legislation and that the Processor's premises shall comply with all applicable legislation.
<b>15.0 INSOLVENCY OF THE SUPPLIER</b>	
15.1	This clause 15 applies if:- a) The Supplier makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or b) an encumbrancer takes possession, or a receiver is appointed, of any of the Suppliers property or assets; or c) The Supplier ceases, or threatens to cease to carry on business; or d) the Company reasonably believes that any of the events mentioned above is about to occur.
15.2	If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract and any other contracts or orders placed by the Company with the Supplier; suspend any further collections or deliveries of Goods or Services from the Supplier. If the Goods have been supplied by the Supplier but have not yet been paid for by the Company, the payment terms as set out in clause 5 shall apply.
<b>16.0 TERMINATION OF THE CONTRACT</b>	
Without prejudice to any other rights or remedies to which it may be entitled, the Company may terminate the Order forthwith and without liability in the event that:-	
16.2	the Supplier shall commit any breach of its obligations under the Contract and (where such breach is capable of remedy) fail to rectify such breach within seven days of receipt of written notice from the Company requiring it to be remedied.
<b>17.0 VALUE ADDED TAX</b>	
If the Supplier is registered for value added tax, the Supplier shall be required to issue a proper tax invoice in accordance with the relevant legislation before the Company shall be required to make payment for Goods or Services supplied in accordance with the Contract	
<b>18.0 CONSUMER PROTECTION ACT 1987 (THE "ACT")</b>	
18.1	The Supplier warrants that all Goods supplied to the Company together with all necessary instructions, information and warnings supplied with them will be designed, manufactured and produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective pursuant to Part 1 of the Act.
18.2	If the Supplier becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of Goods previously supplied, the Supplier shall without delay issue written notice of them to the Company.
18.3	The Supplier shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal action in which the Company may be involved) which the Company may incur or have to bear as a result of any claim or claims arising as a result of the Goods being adjudged defective pursuant to the provisions of Part 1 of the Act.
18.4	The Supplier undertakes to maintain (with insurers of repute) adequate insurance cover in respect of liability pursuant to the Act and to produce to the Company without delay upon request a copy or copies of the relevant policy or policies of insurance.
<b>19.0 SEVERABILITY</b>	
If any provision of these conditions is or shall become void in whole or in part the other provisions of these conditions shall remain fully valid and enforceable and the void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these conditions.	
<b>20.0 VARIATION</b>	
20.1	Any amendments to the Order shall be made by agreement evidenced in writing.
20.2	The Supplier shall advise the Company immediately if such amendments either prevent the specified delivery date(s) being met or have any other significant implication regarding the Supplier's obligations to the Company.
<b>21.0 CANCELLATION</b>	
Without prejudice to any other specific provision of this Contract or any other right available to it, the Company shall have the right to cancel the Contract in whole or in part at any time by giving written notice to the Supplier whereupon all work under the Contract (or the cancelled part) shall be discontinued and the Company shall pay to the Supplier such proportion of the Contract price as may be fair and reasonable having regard to the value of work done, of the Goods and Services previously delivered under the Contract (including an element of profit to be calculated on a pro rata basis by reference to the net profit margin on the contract as a whole which the Supplier can evidence to the satisfaction of the Company it would have obtained had the proceeded to completion) and on such payment no further sum or sums shall be due by way of damages, loss of profits or otherwise from the Company to the Supplier by reason of such cancellation.	
<b>21.0 FORCE MAJEURE</b>	

21.1 Neither party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an event of Force Majeure).

21.2 A delivery which is not cancelled will be made or accepted as soon as the circumstances causing the delay or hindrance cease but when more than one delivery is to be made against the Contract the period during which deliveries are to be made shall not be extended.

#### **22.0 GOVERNING LAW AND JURISDICTION**

The parties agree that any disputes arising or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and shall be subject to the sole jurisdiction of the English courts only except that the Company may seek injunctive relief outside such jurisdiction.

#### **21.0 THIRD PARTY RIGHTS**

A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

February 10<sup>th</sup> 2009