

TERMS AND CONDITIONS OF OVERTON RECYCLING LIMITED

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 20.6.

Contamination: anything packaged with or accompanying the Incoming Waste which is not the Incoming Waste including, without limitation, food waste, hazardous waste, liquid waste and any other categories of waste specified on Overton's website or which Overton may otherwise specify from time to time.

Contract: the contract between Overton and the Customer for the supply of Outgoing Waste and/or Waste Management Services, or the contract between Overton and the Logistics Contractor (as appropriate).

Customer: the person or firm who purchases Outgoing Waste and/or Waste Management Services from Overton.

Delivery Location: has the meaning set out in clause 4.1.

Force Majeure Event: has the meaning given to it in clause (a).

Hazardous Waste: any material, substance or organism which, alone or in combination with others, is capable of causing harm to the environment or any person, including radioactive substances, asbestos containing materials, and any other material which is regarded as being "hazardous waste" by the: (i) Hazardous Waste (Wales) Regulations 2005; (ii) the Hazardous Waste (England and Scotland) Regulations 2005; (iii) the Waste (England and Wales) Regulations 2011; (iv) the EU Waste Framework Directive (2008/98/EC); (v) the Legal Requirements; (vi) any amendments, updates, or re-enactments of the legislation referred to in points (i) to (v) above; and (vii) the Environment Agency.

Hazardous Waste Note: the consignment note which is required by the Environment Agency to be completed to accompany hazardous waste when it is moved from any premises.

Incoming Waste: the Customer's waste which is classified as "waste electrical and electronic equipment (WEEE)" within the meaning of the Waste Electrical and Electronic Equipment Regulations 2006, air conditioning units, and any other waste which Overton may from time to

time specify, and which is to be disposed of by Overton in its performance of the Waste Management Services.

Legal Requirements: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes which are legally binding and in force as at the date of this agreement, and in particular those which relate to or apply to the environment or the health and safety of any person.

Logistics Contractor: the haulage company appointed by Overton to perform Waste Collection Services, or deliver Outgoing Waste.

Logistics Services: the Waste Collection Services and services relating to the delivery of Outgoing Waste which are to be performed by the Logistics Contractor.

Outgoing Waste: the recyclates (or any part of them) being supplied to the Customer as set out in the Order.

Order: the Customer's order for the supply of Outgoing Waste and/or Waste Management Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Overton's quotation, or as otherwise agreed with Overton, as the case may be.

Overton: Overton Recycling Limited registered in England and Wales with company number 04382113.

Waste Carrier's Licence: the license known as the Waste Carrier's Licence which must be obtained by any carrier or broker of controlled waste and which is obtained following registration with the Environment Agency.

Waste Collection Services: services relating to the collection of Incoming Waste from the Customer's premises, or such other location, for delivery to Overton's premises and which are sub-contracted to the Logistics Contractor.

Waste Management Services: the waste management services relating to Incoming Waste which are supplied by Overton to the Customer as set out or agreed in the Order.

Weighbridge: the weighbridge equipment used by Overton to weigh vehicles carrying Outgoing Waste and Incoming Waste, both empty and when loaded, to determine the weight of the load being carried by that vehicle in order to determine the prices and charges under clause 11 below.

Weighbridge Ticket: the ticket produced by Overton (which describes the weight and content of a load) when a vehicle carrying Outgoing Waste or Incoming Waste (as appropriate) has been weighed using the Weighbridge.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Outgoing Waste and/or Waste Management Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Overton accepts the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties and these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 Any quotation given by Overton shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
- 2.5 All of these Conditions shall apply to the supply of both Outgoing Waste and Waste Management Services except where application to one or the other is specified.

3. OUTGOING WASTE

- 3.1 The Outgoing Waste which Overton agrees to sell and the Customer agrees to purchase is described in the Order.
- 3.2 Overton reserves the right to amend the description or composition of the Outgoing Waste if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF OUTGOING WASTE

- 4.1 Overton shall deliver the Outgoing Waste to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Overton notifies the Customer that the Outgoing Waste is ready.
- 4.2 Delivery of the Outgoing Waste shall be completed on the Outgoing Waste's arrival at the Delivery Location.
- 4.3 Any dates quoted for delivery of Outgoing Waste is approximate only, and the time of delivery is not of the essence. Overton shall not be liable for any delay in delivery of any Outgoing Waste that is caused by a Force

Majeure Event or the Customer's failure to provide Overton with adequate delivery instructions or any other instructions that are relevant to the supply of the Outgoing Waste.

- 4.4 If Overton fails to deliver or provide Outgoing Waste, its liability shall be limited to the price of the Outgoing Waste which was not delivered. Overton shall have no liability for any failure to deliver Outgoing Waste to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide Overton with adequate delivery instructions for the Outgoing Waste, or any relevant instructions related to the supply of the Outgoing Waste.
- 4.5 If the Customer has not accepted or taken delivery of the Outgoing Waste on the date agreed for delivery, Overton may resell or otherwise dispose of part or all of Outgoing Waste and, deduct reasonable storage and selling costs, and charge the Customer for any shortfall below the price of Outgoing Waste.
- 4.6 The Customer shall not be entitled to reject the Outgoing Waste if Overton delivers up to and including 10 per cent more or less than the quantity of Outgoing Waste ordered.
- 4.7 Overton may deliver the Outgoing Waste by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF OUTGOING WASTE

- 5.1 Overton warrants that on delivery the Outgoing Waste shall conform in all material respects with its description on the Weighbridge Ticket.
- 5.2 Subject to clause 5.3, if:
 - (a) the Customer gives notice in writing within one working day of the delivery of the Outgoing Waste to the Delivery Location, that the Outgoing Waste does not comply with the warranty set out in clause 5.1; and
 - (b) the Customer (if asked to do so by Overton) gives Overton a reasonable opportunity of examining such Outgoing Waste, Overton shall, at its option, either:
 - (i) adjust the price which it has agreed to charge the Customer for the Outgoing Waste in order to reflect the actual value

(calculated pro rata on the basis of the original agreed price) of Outgoing Waste delivered; or

- (ii) require the Customer to return the Outgoing Waste to Overton's place of business at the Customer's cost in return for a refund of the price (if paid) of the non-conforming Outgoing Waste.

5.3 The Outgoing Waste shall be deemed to be accepted by the Customer, and Overton shall have no liability in respect of such Outgoing Waste's failure to comply with the warranty in clause 5.1 above, if the Customer does not give notification in accordance with clause 5.2(a) above.

5.4 Overton shall not be liable for the Outgoing Waste's failure to comply with the warranty in clause 5.1 if:

- (a) the Customer makes any further use of such Outgoing Waste after giving a notice in accordance with clause 5.2; or
- (b) the discrepancy arises as a result of the Customer's storage, or use of the Outgoing Waste or failure to comply with good trade practice.

5.5 Except as provided in this clause 5, Overton shall have no liability to the Customer in respect of the Outgoing Waste's failure to comply with the warranty set out in clause 5.1.

6. TITLE AND RISK - OUTGOING WASTE

6.1 The risk in the Outgoing Waste shall pass to the Customer on completion of delivery.

6.2 Title to the Outgoing Waste shall not pass to the Customer until Overton has received payment in full (in cash or cleared funds) for:

- (a) the Outgoing Waste; and
- (b) any previous batch or instalment of Outgoing Waste previously delivered to the Customer in respect of which payment has become due.

6.3 Until title to the Outgoing Waste has passed to the Customer, the Customer shall:

- (a) Hold the Outgoing Waste on a fiduciary basis as Overton's bailee;

- (b) store the Outgoing Waste separately from all other waste, goods or materials, held by the Customer so that they remain readily identifiable as Overton's property;
- (c) maintain the Outgoing Waste in satisfactory condition and keep them insured against all risks for their full price on Overton's behalf from the date of delivery;
- (d) notify Overton immediately if the Outgoing Waste becomes subject to any of the events listed in clause (b) and (c); and
- (e) give Overton such information relating to the Outgoing Waste as Overton may require from time to time.

6.4 If before title to the Outgoing Waste passes to the Customer the Customer becomes subject to any of the events listed in clause (b) to clause (c), or Overton reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy Overton may have, Overton may at any time require the Customer to deliver up the Outgoing Waste and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Outgoing Waste is stored in order to recover it.

7. SUPPLY OF WASTE MANAGEMENT SERVICES

7.1 Any dates specified relating to the performance of the Waste Management Services shall be estimates only and time shall not be of the essence for the performance of the Waste Management Services.

7.2 Overton shall have the right to make any changes to the Waste Management Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Waste Management Services, and Overton shall notify the Customer in any such event.

7.3 Overton warrants to the Customer that the Waste Management Services will be provided using reasonable care and skill.

8. TITLE AND RISK - INCOMING WASTE

8.1 Title and risk in the Incoming Waste shall pass to Overton either:

- (a) If transported to Overton's premises by the Customer, on acceptance of the Incoming Waste by Overton at Overton's premises; or

- (b) If collected by the Logistics Contractor on Overton's behalf, when the Incoming Waste is loaded onto the Logistics Contractor's vehicle for transportation to Overton's premises.

9. REQUIREMENTS FOR INCOMING WASTE

9.1 The Customer represents and warrants that:

- (a) where the Customer delivers Incoming Waste to Overton's premises, it holds a valid Waste Carrier's Licence or that it is not required by law or by the Environment Agency to hold a Waste Carrier's Licence in respect of the Incoming Waste being delivered;
- (b) where the Customer delivers Incoming Waste to Overton's premises, it shall comply with Overton's policies and instructions relating to health and safety, and relating to the loading and unloading of the Incoming Waste;
- (c) the Incoming Waste shall conform in all material respects with its description;
- (d) the Incoming Waste shall be free from any Contamination;
- (e) the Incoming Waste shall be free from any Hazardous Waste, unless this has been expressly agreed with Overton in advance.
- (f) any delivery of Hazardous Waste including but not limited to florescent tubes, televisions, lead acid batteries or refrigeration units which Overton agrees to accept shall be accompanied by a valid Hazardous Waste Note;
- (g) the Incoming Waste shall be palletised where possible, and packaged and loaded in a manner which in Overton's reasonable opinion is safe, and which complies with good industry practice, all relevant health and safety legislation, and all policies or instructions provided by Overton to the Customer from time to time;
- (h) it shall carry out risk assessments and comply with all Legal Requirements relating to the loading and packing of the Incoming Waste;
- (i) where required by law or the Environment Agency, it shall ensure that all Incoming Waste which is Hazardous Waste is accompanied by a Hazardous Waste note; and
- (j) it shall comply with all Legal Requirements relating to the Incoming Waste.

9.2 In the event that the Customer fails to comply with the warranties set out in clause 9.1, Overton may at its absolute discretion either:

- (a) refuse to accept the Incoming Waste, or refuse to collect the Incoming Waste if Overton has been engaged to provide Waste Collection Services; or
- (b) accept or collect the Incoming Waste, but reserves the right to adjust the charges for the Waste Management Services in accordance with the provisions of clause 12.4 below; and/or
- (c) recover costs incurred as a result of such breach pursuant to clause 11 below.

9.3 Prior to delivering any Incoming Waste to Overton's premises, the Customer shall contact Overton to arrange a suitable time for delivery at least one working day hours in advance. In the event that the Customer fails to arrange a time for delivery in advance, the Customer may have to wait to deliver the Incoming Waste until such time as all third party scheduled loads have been administered.

10. CUSTOMER'S OBLIGATIONS

10.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) ensure that its description of the Incoming Waste is complete and accurate;
- (c) co-operate with Overton in all matters relating to the Waste Management Services;
- (d) provide Overton, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Overton to provide the Waste Management Services;
- (e) provide Overton with such information and materials as Overton may reasonably require to supply the Waste Management Services, and ensure that such information is accurate in all material respects;
- (f) prepare the Customer's premises for the supply of the Waste Management Services; and
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Waste Management Services before the date on which the Waste Management Services are to start.

10.2 If Overton's performance of any of its obligations in respect of the Waste Management Services is prevented or delayed by any act or omission by the

Customer or failure by the Customer to perform any relevant obligation **(Customer Default)**:

- (a) Overton shall without limiting its other rights or remedies have the right to suspend performance of the Waste Management Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Overton's performance of any of its obligations;
- (b) Overton shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Overton's failure or delay to perform any of its obligations as set out in this clause 10.2; and
- (c) the Customer shall reimburse Overton on written demand for any costs or losses sustained or incurred by Overton arising directly or indirectly from the Customer Default.

11. INDEMNITY - INCOMING WASTE

11.1 The Customer shall keep Overton fully indemnified against all costs, claims, actions, expenses, losses or liabilities (including without limitation, economic loss and loss of profit (direct or indirect), indirect loss or consequential loss) resulting directly or indirectly from the Customer's failure to comply with these Conditions and, in particular, the provisions of clause 9 and clause 10 above.

12. CHARGES AND PAYMENT

12.1 The price for the Outgoing Waste shall be the price agreed between the Customer and Overton when Overton confirms the Customer's Order. The price of the Outgoing Waste is exclusive of all costs and charges of packaging, insurance, transport of the Outgoing Waste, which shall be paid by the Customer when it pays for the Outgoing Waste.

12.2 The charges for the Waste Management Services shall be determined by reference to the weight, quality and content of the Incoming Waste as determined by Overton and set out on the Weighbridge Ticket plus a fee for Waste Collection Services (if required).

12.3 In respect of Outgoing Waste, Overton reserves the right to:

- (a) increase the price of the Outgoing Waste, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Outgoing Waste to Overton that is due to:

- (i) any factor beyond the control of Overton (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Outgoing Waste ordered; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Outgoing Waste or failure of the Customer to give Overton adequate or accurate information or instructions in respect of the Outgoing Waste.

- 12.4 In respect of the Waste Management Services, Overton reserves the right to increase the charges payable by the Customer or, where the Customer has paid the charges in advance, charge the Customer additional sums:
 - (a) in the event that following inspection at Overton's premises the Incoming Waste is of a type, quantity, or quality which does not correspond to the description given by the Customer at or before the time of the Customer's original payment; or
 - (b) the Customer is in breach of any of the warranties set out in clause 9.1 above.

- 12.5 In respect of the Outgoing Waste, Overton shall invoice the Customer on or at any time after completion of delivery and the Customer shall pay each invoice, in full cleared funds, within 30 days of the end of month in which the invoice was issued (or such shorter period as may be agreed between Overton and the Customer from time to time).

- 12.6 In respect of Waste Management Services and unless otherwise agreed by Overton in writing, the Customer shall pay the charges for the Waste Management Services in advance.

- 12.7 Time for payment to Overton shall be of the essence of the Contract.

- 12.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) which shall be paid for by the Customer in addition.

- 12.9 Without limiting any other right or remedy of Overton, if the Customer fails to make any payment due to Overton under the Contract by the due date for payment (**Due Date**), Overton shall have the right to charge interest on the overdue amount at the rate of 8% per cent per annum above the then current official dealing rate of the Bank of England accruing on a daily basis

from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

12.10 The Customer shall pay all amounts due under the Contract in full without any deduction or set off.

13. OBLIGATIONS OF THE LOGISTICS CONTRACTOR

13.1 The Logistics Contractor shall from time to time be sub-contracted by Overton to perform Logistics Services on its behalf.

13.2 The charges to be paid by Overton and the terms of payment shall be agreed between Overton and the Logistics Contractor in advance of the Logistics Contractor performing the Logistics Services.

13.3 The Logistics Contractor shall meet any performance dates for the Logistics Services specified by Overton from time to time. Time for performance of the Logistics Services shall be of the essence of the Contract.

13.4 In providing the Logistics Services the Logistics Contractor shall:

- (a) co-operate with Overton in all matters relating to the Logistics Services, and comply with all instructions of Overton;
- (b) perform the Logistics Services with the best care, skill and diligence in accordance with best practice in the Logistics Contractor's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Logistics Contractor's obligations are fulfilled in accordance with these Conditions;
- (d) ensure that the Logistics Services will conform with all descriptions and specifications made expressly or impliedly known to the Logistics Contractor by Overton;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Waste Collection Services;
- (f) obtain and at all times maintain all necessary licences and consents, including a Waste Carrier's Licence and a Hazardous Waste Note (where required), and comply with all applicable Legal Requirements;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at Overton's premises and the Customer's premises;

- (h) not do or omit to do anything which may cause Overton to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
- (i) not, unless expressly agreed by Overton, collect any Incoming Waste from the Customer which does not comply with the warranties given by the Customer to Overton in clause 9.1 above.

13.5 The Logistics Contractor represents and warrants that:

- (a) where the Logistics Contractor delivers Incoming Waste to Overton's premises, it holds a valid Waste Carrier's Licence or that it is not required by law or by the Environment Agency to hold a Waste Carrier's Licence in respect of the Incoming Waste being delivered;
- (b) where the Logistics Contractor delivers Incoming Waste to Overton's premises, it shall comply with Overton's policies and instructions relating to health and safety, and relating to the loading and unloading of the Incoming Waste;
- (c) the Logistics Contractor shall use all reasonable endeavours to ensure that the Incoming Waste is free from any Contamination;
- (d) where instructed by Overton to collect Hazardous Waste, the Logistics Contractor shall not remove the Hazardous Waste from the Customer's premises without such Hazardous Waste being accompanied by a valid Hazardous Waste Note;
- (e) the Logistics Contractor is involved in the loading of Outgoing Waste or unloading of Incoming Waste, the Logistics Contractor shall procure that such waste is loaded in a manner which in Overton's reasonable opinion is safe, and which complies with good industry practice, all relevant health and safety legislation, and all policies or instructions provided by Overton to the Logistics Contractor from time to time;
- (f) it shall carry out risk assessments and comply with all Legal Requirements relating to the loading and packing of the Incoming Waste or Outgoing Waste; and
- (g) it shall comply with all Legal Requirements relating to the Logistics Services.

13.6 If the Logistics Contractor fails to perform the Logistics Services by the applicable performance dates, Overton shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Logistics Contractor;

- (b) to refuse to accept any subsequent performance of the Logistics Services which the Logistics Contractor attempts to make;
- (c) to recover from the Logistics Contractor any costs incurred by Overton in obtaining substitute services from a third party;
- (d) where Overton has paid in advance for the Logistics Services that have not been provided by the Logistics Contractor, to have such sums refunded by the Logistics Contractor; or
- (e) to claim damages for any additional costs, loss or expenses incurred by Overton which are in any way attributable to the Logistics Contractor's failure to meet such dates.

13.7 Overton's rights under these Conditions are in addition to its rights and remedies implied by statute and common law.

14. INDEMNITY - LOGISTICS SERVICES

14.1 The Logistics Contractor shall keep Overton indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Overton as a result of or in connection with:

- (a) any failure by the Logistics Contractor to comply with the provisions of clause 13 above; and
- (b) any claim made against Overton by the Customer or any third party arising out of, or in connection with, the supply of the Logistics Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Logistics Services by the Supplier, its employees, agents or subcontractors.

14.2 For the duration of the contract and for a period of six years thereafter, the Logistics Contractor shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the provision of the Logistics Services and shall, on Overton's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14.3 This clause 14 shall survive termination of the Contract.

15. LIMITATION OF LIABILITY

15.1 Nothing in these Conditions shall limit or exclude Overton's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

15.2 Subject to clause 15.1:

- (a) Overton shall not be liable, 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 the Contract or otherwise howsoever arising; and
- (b) Overton's total aggregate liability in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lower of the total sums paid/received (as applicable) by Overton under the Contract or £50,000.

15.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

15.4 This clause 15 shall survive termination of the Contract.

16. TERMINATION

16.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
- (b) the other party becomes, or is reasonably likely to become, insolvent; or
- (c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

16.2 Without limiting its other rights or remedies, Overton may terminate the Contract:

- (a) by giving the other party 1 months' written notice;

- (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

16.3 Without limiting its other rights or remedies, Overton shall have the right to suspend the supply of Waste Management Services or all further deliveries of Outgoing Waste under the Contract or any other contract between the Customer and Overton if:

- (a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in clause 16.1 above, or Overton reasonably believes that the Customer is about to become subject to any of them.

17. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Overton all of Overton's outstanding unpaid invoices and interest. If the Customer fails to do so, then Overton may enter the Customer's premises and take possession of any Outgoing Waste which has not been paid for;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. CONFIDENTIALITY

18.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by Overton, its employees, agents or subcontractors, and any other confidential information concerning Overton's business or its products or its services which the Receiving Party may obtain.

18.2 The Receiving Party shall not use any such information for any purpose other than to perform its obligations under the Contract.

18.3 The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for

the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

18.4 This clause 18 shall survive termination of the Contract.

19. AUDIT

19.1 Overton may, at any time, conduct an audit for the following purposes:

- (a) To check the Customer or the Logistics Contractor's compliance with the terms of the Contract;
- (b) To check the Customer or the Logistics Contractor's compliance with the Legal Requirements;
- (c) To review the security, confidentiality and integrity of any of Overton's confidential information; and
- (d) To verify the accuracy of any sums paid by Overton to the Customer or the Logistics Contractor.

19.2 The Customer or the Logistics Contractor (as applicable) shall on demand provide Overton (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including but not limited to all information requested by Overton within the permitted scope of the audit, and reasonable access to any premises, vehicles, staff and equipment controlled by the Customer or Logistics Contractor (as applicable).

19.3 In the event that an audit reveals that the Customer has failed to comply with the Legal Requirements, Overton may suspend its obligations under the Contract, including the supply of Outgoing Waste or receipt of Incoming Waste, until such time as the Customer complies with the Legal Requirements.

19.4 This clause 19 shall survive termination of the Contract.

20. GENERAL

20.1 Force majeure:

- (a) Overton shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result

of any event outside of Overton's reasonable control ("**Force Majeure Event**");

- (b) If the Force Majeure Event prevents Overton from providing any of the Waste Management Services and/or Outgoing Waste for more than 2 weeks, Overton shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

20.2 Assignment and subcontracting:

- (a) Overton may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of Overton, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

20.3 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract 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 under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

20.4 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 20.5 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 20.6 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Overton.
- 20.7 Governing law and jurisdiction: This Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.