

TERMS AND CONDITIONS OF EDELCHEMIE (UK) LIMITED October 2004

1. DEFINITIONS

- 1.1 *Edelchemie (UK) Ltd* means Edelchemie (UK) Ltd of Holland House, Valley Way, The Welland Industrial Estate, Market Harborough, Leics, LE16 7PS and shall be called *Edelchemie* hereinafter.
- 1.2 *Customer* means the person firm company or any other trading organisation to which Edelchemie supplies Services subject to these Terms and Conditions.
- 1.3 *Waste Materials* means materials from photographic, printing, electronic and chemical manufacturing which the Customer wishes to dispose of.
- 1.3 The *Services* provided by Edelchemie include but are not limited to :
 - (a) the collection of Waste Materials from the Customer's premises;
 - (b) the recovery of valuables from the Waste Materials where possible;
 - (c) the environmentally safe disposal of Waste Materials or any residues.
 - (d) the supply, installation and maintenance of equipment such as canisters storage tanks pump units pipework bunded tanks level alarm sets etc. to be used for the safe storage of the Waste Materials by the Customer.

2. COLLECTION AND TRANSPORT

- 2.1 Collection of Waste Materials is normally effected by the Customer calling out Edelchemie unless a rota system has been agreed.
- 2.2 The Customer warrants and agrees that at all times the Waste Materials which are presented for removal shall contain NO other materials/contaminations then those agreed in writing by Edelchemie.
- 2.3 The Customer further agrees that all Waste Materials should be contained in the storage tanks or canisters as provided by Edelchemie being specifically marked so as to meet the Carriage Regulations for goods in transit.
- 2.4 Edelchemie reserves the right to refuse collection and transportation of any containers which it believes contain substances other than Waste Materials and collection of which previously has not been agreed with Edelchemie. Canisters deemed unfit by Edelchemie for safe transport will not be collected.
- 2.5 The Customer shall comply with all provisions of the Environmental Protection Act 1990 including the provision that the Customer provides an accurate description of the Waste Material and paperwork be duly completed/signed.

3. OWNERSHIP AND RESPONSIBILITY

- 3.1 Ownership and responsibility for the Waste Materials shall remain with the Customer during collection and transport to Edelchemie's treatment works. Upon arrival, Edelchemie will check the description of the Waste Materials and will determine their nature and suitability for treatment.
- 3.2 Ownership and responsibility for the Waste Materials will only pass to Edelchemie upon acceptance of their description nature and suitability for treatment by Edelchemie. In case of doubt over the nature or suitability for treatment due to suspected misdescription, contamination fraud etc. Edelchemie has the right to refuse acceptance of the Waste Materials and ownership and responsibility shall remain with the Customer who will be informed as soon as possible. Edelchemie is required by law to inform the Environment Agency of any refusal to accept waste at its treatment works. The Customer agrees to provide Edelchemie at any time with additional information on the Waste Materials including but not limited to an analysis.
- 3.4 Should acceptance continue to be refused then the Waste Materials will be returned to the Customer who agrees to pay for the carriage and any other costs incurred by Edelchemie.
- 3.5 Ownership of equipment supplied to the Customer on a lending basis will remain with Edelchemie at all times. The Customer accepts full responsibility for the equipment while in its care and agrees that it will only be used for the handling of waste materials. In case of loss or damage to equipment other than fair wear and tear the Customer agrees to pay the full cost of the lost or damaged equipment.
- 3.6 Title and ownership of equipment sold to the Customer will remain with Edelchemie until payment has been received in full.

4. WEIGHTS VOLUMES AND ASSAYS

- 4.1 The exact weight or volume of Waste Materials accepted by Edelchemie for treatment is exclusively determined by Edelchemie upon arrival at its treatment works. Any weight or volume recorded prior to acceptance of the Waste Material is deemed to be an estimate only.
- 4.2 The assay/analysis of the Waste Materials is carried out by Edelchemie using analytically precise methods and equipment. The assay/analysis values determined in this way are binding for the Customer.

5. COMPLIANCE WITH REGULATIONS

- 5.1 Edelchemie agrees to carry out the Services in an efficient and professional manner and to comply with the provisions of all current Acts Regulations Standards and Codes of Practice concerning the collection transportation treatment and recycling of the Waste Materials.
- 5.2 Edelchemie warrants that it is a holder of a current and valid Waste Management Licence and a registered carrier of controlled waste.
- 5.3 Edelchemie shall hold harmless and indemnify the Customer against all loss, damage, expenses, liabilities, costs, claims and proceedings suffered or incurred as a result of any act or omission by Edelchemie or its employees.
- 5.4 Edelchemie shall maintain adequate insurance against the above matters to the sum of £1 million per event.

6. PAYMENT

- 6.1 The Customer will pay Edelchemie the charges for the Services rendered as applicable at that time. The minimum collection volume is 300 L/kg. Collections effected by the Customer for quantities less than the minimum collection volume attract a transport surcharge of £45.00.
- 6.2 The Customer agrees to be invoiced on the basis of a Self Billing Invoice generated by Edelchemie.
- 6.3 Edelchemie will credit the customer a percentage of the recoverable silver content for collected Waste Materials. This credit shall be made by way of sterling unless other arrangements have been agreed.
- 6.4 Customer agrees to pay any sum due within 30 days of the invoice date.
- 6.5 Edelchemie maintains the right to withhold payment in lieu of outstanding charges accrued by the Customer.
- 6.6 Any increases in charges will be notified to the Customer at least 30 days in advance of their implementation.
- 6.7 Edelchemie reserves the right to impose an admin charge for Customers with overdue payments at its discretion. In addition interest is

charged on any overdue payments which will run from day to day at a rate of 3% above Lloyds Bank Plc's base lending rate in force from time to time from the date when payment for the Services becomes due until the date when payment is made and will accrue after as well as before any judgment.

6.8 The Customer will reimburse Edelchemie for all costs (incl. legal costs on an indemnity basis) incurred in collection of any overdue amount.

6.9 If a Customer fails to make payments which are overdue Edelchemie reserves the right to suspend the provision of further Services and may arrange for the collection of any equipment from the Customer's premises.

7. CONDITIONS

7.1 No variations or alterations of these conditions shall be binding on Edelchemie or the Customer unless agreed in writing by an authorised representative of Edelchemie. All orders by the Customer for the Services shall be deemed to be an offer by the Customer to purchase the Services pursuant to these Conditions. Performance of the Services by Edelchemie shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

7.2 These Conditions shall remain in force until such time as Edelchemie shall advise the Customer in writing that it has adopted revised Conditions.

7.3 The Customer shall hold harmless and indemnify Edelchemie its Directors Officers employees in respect of any loss damage claims costs liabilities expenses arising from any breach of the Customer's obligations under the these Terms and Conditions.

8. VAT

8.1 All prices quoted to the Customer are exclusive of Value Added Tax at the current rate and which shall be paid by the Customer.

8.2 The Customer will inform Edelchemie of change to their VAT details.

8.3 The Customer when VAT registered agrees to pay the Inland Revenue any VAT due on the sale of goods to Edelchemie under the Self Billing system.

8.4 Edelchemie is entitled to provide VAT details to the Inland Revenue without prior authorisation from the Customer when under an obligation to do so.

9. TIMING

Time and dates quoted by Edelchemie for undertaking the Services are intended as estimates only and will be kept to as far as possible. No liability can be accepted where it is impossible to keep within timings.

10. NOTICE

10.1 Use or provision of the Service can be cancelled by the Customer at any time giving 30 days notice.

10.2 Upon the last collection of waste, all tanks containers and equipment over which Edelchemie holds title and ownership must be made available for removal. Tanks, containers and equipment not returned during the final collection will be considered lost and the Customer charged accordingly. Any other costs resulting from failure to comply with art. 10.1 and 10.2 will be paid by the Customer.

11. VALIDITY

If any condition or any part of any condition is held by any court or competent authority to be void or unenforceable in whole or in part, these Conditions will continue to be valid as to all other provisions and the remainder of the affected provision.

12. WAIVER

No waiver or forbearance by Edelchemie or the Customer whether express or implied in enforcing any of its rights under these Conditions will prejudice its rights to do so in future.

13. JURISDICTION

These Conditions and the Contract shall be governed by the laws of England and any dispute shall be subject to the jurisdiction of the English courts.