

## STANDARD CONDITIONS OF BUSINESS

### 1. General

1.1 These conditions apply to all contracts for services between BCB Environmental Management Limited ("the Company") and the person, firm or company named ("the Customer"). No additions or modifications to or terms inconsistent with these Conditions shall be binding upon the Company unless agreed by the Company in a document expressly referring to a modification, alteration, variation or addition of the relevant Condition.

1.2 Reference to the consent, authority, notification or agreement of the Company means only consent, authority, notification or agreement in writing signed by a Director of the Company or the Company Secretary.

1.3 In these Conditions the following expressions have the following meanings:

1.3.1 "Services" means such as the following as are stated: the transportation, handling, treatment and disposal of waste;

1.3.2 "Waste" means such substances as the Company agrees to collect, treat and dispose of.

### 2. Payment terms

2.1 The price payable by the Customer for the provision of the Services by the Company ("the price") shall be as stated in and calculated in accordance with any quotations issued or accepted by the Company in relation to the Services, these conditions and the terms of any document issued by, or any contract between the Customer and the Company relating to the Services provided that in the event of a conflict or contradiction arising among the documents and others indicated above in respect of the Price or its calculation these conditions shall prevail.

2.2 On receipt of an invoice ("the invoice") in respect of the Services the Customer shall within thirty days of the date of the invoice make payments in full to the Company of all sums demanded in the invoice and the Customer shall not be entitled to reduce, abate or refuse such payment on the grounds of compensation, set off, retention, counterclaim, or without prejudice to the generality of the foregoing, on the grounds of the Company's failure or alleged failure to perform the services to the appropriate standard or default, breach by the Company or alleged default or breach of any other contract, undertaking or obligation to the Customer or any other person.

2.3 Where the Customer has failed to make prompt and full payment in accordance with these conditions interest at a rate of 4% over the base lending rate from time to time of the Midland Bank plc shall run on any sums outstanding, (whether of principal or interest) from the date upon which such sums became due for payment in terms of these conditions until such time as payment of such sums in full, (together with any interest payable in terms of the Clause 2.3) is made.

2.4 The Company may recover from the Customer all direct expenses reasonably incurred by the Company in the collection of any overdue sums.

2.5 Without prejudice to any other rights of the Company, if the Company believes, acting reasonably, that there is reason to doubt that any sums payable by the Customer for the provision of the Services or in terms of any other contract or arrangement between the Customer and the Company or any associated Company of the Company will be paid in full when they become due then the Company shall be entitled to require payment in full before performing any of the Services.

2.6 Notwithstanding any provision in any document or invoice issued by or any contract or arrangement between the Customer and the Company, the Company shall be entitled to maintain an action for all sums due in respect of the Services in terms of these Conditions and any interest which may have become payable on such sums, or the balance thereof for the time being outstanding at any time after the date upon which payment is due.

2.7 The Company may invoice for the Services at such regular intervals as it may from time to time decide.

### 3. Waste

3.1 The Customer shall (and the Company shall rely on the Customer's statements and representations made under this clause):

3.1.1 provide with every item of Waste a full, complete and accurate description of the Waste as to its physical nature, composition, concentration, quantity and originating process. The Customer shall promptly, fully and accurately reply to requests for information concerning any aspect of the Waste that the Company may make;

3.1.2 clearly and accurately label every item of Waste (such labelling to include but in no way be restrictive to, the requirements for labelling under the Classification of Packaging and Labelling of Dangerous Substance Regulations 1984 (as amended from time to time) for which purpose the Customer shall be deemed to be the consignor);

3.1.3 where required, fully and accurately complete the statutory form of notice required under Section 62 of the Special Waste Regulations, 1996.

### 4. Transportation

4.1 The Customer shall ensure that in the case where the Company collects the Waste:

4.1.1 the Customer's (or its sub-contractor's) vehicles have such access and other facilities (including access to turn) as are required to perform the Services safely and that such access and facilities shall be safe for the Company's vehicles and employees (or those of its sub-contractor's);

4.1.2 the Company's (or its sub-contractor's) employees shall be given adequate notice of any rules relevant to safety and conduct on the relevant site.

4.2 Until such time as the Company accepts (in writing) any Waste under its control the Waste shall be and shall remain the sole responsibility of the Customer and this provision shall apply notwithstanding that the delivery and/or carriage of the Waste has been sub-contracted by the Customer to a third party.

4.3 Where the delivery of or carriage of the Waste is sub-contracted by the Customer to a third party the customer shall ensure that and where the Customer itself delivers the Waste the Customer undertakes that:

4.3.1 the vehicle shall be fit and proper for their purpose and their loads shall be safely and securely fixed;

4.3.2 the Company may have access to the vehicle at any time;

4.3.3 the person with the vehicle shall comply with the rules and regulations in force from time to time at the site where delivery occurs;

4.3.4 the vehicle shall be accompanied by all relevant documentation for its operation and load;

4.3.5 The Customer shall ensure that the containers for the Waste are suitable for the vehicle collecting the Waste and that such containers will not leak, explode or otherwise fail in any way, cause damage to the vehicle or to the Company's employees or property (or those of its sub-contractors) or to any other person lawfully on the Company's property at any time, or to expose any such persons and/or property to the risk of injury or damage.

4.4 The Company shall be entitled at any time at its sole discretion and notwithstanding the foregoing, to require that any vehicle and/or any load that has been delivered by or on behalf of the Customer, be removed forthwith from the Company's premises in such a manner and subject to such safety precautions as the Company may require.

4.4.1 In the event the Customer fails promptly to comply with a request made by the Company pursuant to Clause 4.4 the Company shall be entitled to take such steps as it may deem expedient to remove the vehicle and/or load from the Company's premises and to invoice the Customer for all costs incurred by the Company in effecting such removal.

### 5. Rejection of Waste

5.1 The Company shall be entitled by notice to the Customer to reject all or any Waste that:

5.1.1 is outside the terms of its licences from time to time;

5.1.2 the Company is unable to treat for any reason;

5.1.3 has been inaccurately described in any descriptions given to the Company;

5.1.4 in excess of the quantity agreed to be treated by the Company;

5.1.5 has been loaded illegally or improperly;

5.1.6 in respect of which the Customer has breached its obligations under these Conditions;

5.1.7 has one constituent part which is incompatible with another constituent part;

5.1.8 which the Company has reason to believe is radioactive, explosive, or is otherwise too dangerous to treat;

5.1.9 the handling or disposal of which might cause the Company to incur civil or criminal liability.

5.2 If the Company exercises its right to reject any Waste:

5.2.1 the Company may agree, but shall in no way be obliged, to treat such Waste subject to the Customer paying such additional charge and/or accepting such further conditions as the Company may, in its sole discretion, require;

5.2.2 if required by the Company the Customer shall immediately remove the Waste in such a manner and subject to such safety precautions as the Company may require in default of which the Company may dispose of it and recover the costs of such disposal from the Customer.

### 6. Additional Charges

6.1 Prices are quoted on the assumption that operations by the Company are carried out between the hours of 8-00am and 5-00pm on normal working week days (being Monday to Friday). Any work undertaken by the Company at the Customer's request outside these hours, including work at weekends or on public holidays, and abnormal work requiring an employee to commence work prior to 8-00am will be charged at an additional rate to reflect the extra costs incurred.

6.2 If the Waste cannot be loaded (or cannot be loaded within the normal time, being 2 hours, for loading such Waste) onto the Company's (or its sub-contractors) vehicles because of inadequate access at the site (or for any other reason not within the Company's control) the Customer shall pay the Company's additional charges at a rate to reflect the extra costs incurred.

6.3 If the performance of the Service by the Company is delayed or terminated due to the fault of the Customer, or its sub-contractors, the Customer shall pay any extra costs incurred by the Company.

### 7. Samples

7.1 The Customer shall permit the Company to take such samples as the Company may require from the Waste or the origin of the Waste, whether before, during or after the performance of the Services and to deal with such samples as the Company may see fit.

### 8. Property

8.1 All Waste treated by the Company, which the Company has not rejected pursuant to Clause 5, shall become the property of the Company PROVIDED THAT this clause shall not absolve the Customer and/or any other originator of the Waste from any liability or responsibility under these Conditions or any local or governmental legislation or regulations.

### 9. Force Majeure

9.1 The Company shall have no liability for failure to perform or improper performance or delay in performance of the Services or any loss or damage to the Customer caused by unavailability or breakdown of equipment or delivery vehicles, inability to obtain sufficient labour industrial action, the action of any government or other authority, failure of water or power supplies or any other cause or causes whatsoever beyond the Company's reasonable control.

### 10. Indemnity

10.1 The Customer shall indemnify and keep indemnified the Company against any injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising in any way from:

10.1.1 any act, or omission of the Customer or of any agent or employees or sub-contractor of the Customer; and/or

10.1.2 the collection, transport and tipping of any waste within the meaning of Clauses 5.1.1 to 5.1.9 inclusive; and/or

10.1.3 any breach by the Customer of its obligations in these Conditions.

10.2 The Customer shall maintain adequate insurance cover in respect of this indemnity and shall at the request of the Company provide a copy of the insurance policy and evidence that the premiums under such policy have been paid up to date as proof of maintaining such cover and the Customer shall not do or omit or suffer to be done or omitted any act, matter or thing whatsoever the doing or omitting could, or would, make void or voidable such policies or insurance.

10.3 Notwithstanding the termination of this contract for any reasons whatsoever (including without prejudice to the generality of the foregoing, by reason of any failure by the Company to fulfil its obligations under the contract or consequent upon any wrongful act or omission done or made by the Company or caused or suffered by the Company to be done or made) the provision of this Clause 10 shall continue in full force and effect and shall remain binding upon the Customer.

### 11. Exclusion and Liability

11.1 The Company includes all liability for any loss or damage to any items belonging to the Customer or its sub-contractors or its employees or agents (including personal effects) and shall be bound to return the same.

11.2 The Company accepts liability for death or personal injury only to the extent that it results from the negligence of the Company, its employees or agents.

11.3 To the extent that the Company is held liable to the Customer for any breach of contract, direct act or omission, any tortious or wrongful act, or any other default by the Company, its employees or agents, the Company's liability shall not exceed the price payable in terms of these conditions for the Services in respect of which and/or during the performance of which such liability arises.

11.4 The restriction of liability in Clause 11.3 shall not apply to any liability of the Company specified in Clause 11.2.

### 12. Termination

12.1 The Company shall, at its option, be entitled by immediate notice to terminate forthwith this contract for the provision of the Services by the Company and any other contract, arrangement or undertaking between the Customer and the Company and recover all losses, costs or damage resulting to the Company from such termination and/or from the circumstances giving rise to such termination (including but without limitation to loss) if:

12.1.1 the Customer suffers any diligence done or any distress or execution to be levied, or any similar act of execution in any other jurisdiction against its assets or becomes apparently insolvent within the meaning of Section 7 Bankruptcy (Scotland) Act 1985, or bankruptcy petition is presented or a bankruptcy order is made against it or it enters into any arrangement or composition with its creditors or makes an offer to do so, or as regards a Company a resolution is passed or petition issued for its winding up, or a receiver, administrator, administrative manager or judicial factor is appointed over the whole, or a substantial part of the Customer's assets, or the equivalent of any of the above events occurs; or

12.1.2 the Customer fails to make any payment owed to the Company in accordance with Condition 2.2; or

12.1.3 the Customer fails to make payment in advance when requested in accordance with Condition 2.5 within 7 days of being requested to do so; or

12.1.4 the Customer is in breach of the terms and conditions of any contract or arrangement with or any undertaking given to the Company (including for the avoidance of doubt the contract of which these conditions form part) (or with any associated company of the Company) and shall fail to remedy the same within 21 days of notice specifying the breach and requiring remedy or immediately if the breach shall be unremediable.

12.2 On termination of the Contract of which these conditions form part, all sums due by the customer under this and any other Contract or arrangement between the Customer and the Company shall become immediately payable in place of the payment terms set out in Condition 2.2 above of any other applicable payment terms.

12.3 On termination of the Contract of which these conditions form part, the Company shall be entitled to return to the Customer any Waste that has not been treated and to recover from the Customer the expenses incurred.

### 13. Amendment

13.1 The Company shall be entitled to amend these Conditions as it considers necessary to comply with any statutory local authority or other regulatory requirements from time to time or any change in legislation governing the collection, transport, disposal and/or treatment of Waste.

### 14. Notices

14.1 Any proposal, acceptance, agreement, authority, permission, or notice referred to in these Conditions shall be:

14.1.1 in writing; and

14.1.2 given to the party for whom it is intended at the address for that party as set out in these Conditions, or such address as is notified to the other party for that purpose; and

14.1.3 given by registered or recorded delivery post, or telefax transmission, or electronic mail transmission and shall be deemed to have been received 2 working days after the date of posting, or 1 working day after the date of transmission as the case may be.

### 15. Confidentiality

15.1 The Customer shall at all times keep secret and confidential all information relating to the processes and methods employed by the Company or by any associated company of the Company in handling, treating, disposing of and otherwise dealing with the Waste and unless ordered to do so by a court of competent jurisdiction the Customer shall not divulge or cause or suffer to be divulged to any person, and shall use its best endeavours to prevent the publication or disclosure of, (other than to the Company or any associated company of the Company), any such information in respect of the secret processes and methods of the Company.

15.2 The Customer shall, in view of the sensitive nature of the operations carried out by the Company, (save in so far as may be necessary to effect the safe and efficient handling and/or disposal of the Waste) at all times keep secret and confidential and not divulge or cause or suffer to be divulged to any person and shall use its reasonable endeavours to prevent the publication or disclosure (other than to the Company or any associated company of the Company) of:

(a) any information regarding the treatment, disposal, handling and transport of any waste by the Company and any associated company of the Company; and

(b) any refusal by the Company to handle or treat any Waste.