

A1 CHEMICAL WASTE MANAGEMENT LIMITED SERVICE AGREEMENT TERMS AND CONDITIONS

1. General

- 1.1. These Conditions apply to all contracts for services between A1 Chemical Waste Management Ltd (“**A1 CWM**”) and the person, firm or company specified in the Service Agreement Details to whom A1 CWM provides the Services (as defined below) (“the **Customer**”). No additions or modifications to or terms inconsistent with these Conditions shall be binding upon A1 CWM unless agreed by A1 CWM in a document expressly referring to a modification, alteration, variation, or addition of the relevant Conditions. A failure or delay by a party to exercise any right or remedy provided under Service Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Service Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 1.2. Reference to the consent, authority, notification, or agreement of A1 CWM means only consent, authority, notification, or agreement in writing signed by a Director of A1 CWM or A1 CWM’s Secretary.
- 1.3. The following definitions and rule of interpretation together with those set out in the Service Agreement Details apply to the Services Agreement:
 - 1.3.1. “**Ad Hoc Order**” means the Customer’s order for Ad Hoc Services as set out in the Customer’s written acceptance of the Supplier’s sales order, whether by submission of the Customer’s purchase order form or number, written acceptance by email or signature of the sales order.
 - 1.3.2. “**Ad Hoc Services**” means Services provided on a singular basis with no intention to create an ongoing agreement.
 - 1.3.3. “**Conditions**” means these terms and conditions set out in clause 1 to clause 27 (inclusive)
 - 1.3.4. “**Consignment Note**” means a written note prepared for the movement of Hazardous Waste as required by Law.
 - 1.3.5. “**Contracted Services**” means Services provided under a Service Agreement

which has a Minimum Service Agreement Period.

- 1.3.6. **"Fixed Volumes"** means the fixed volumes agreed between the Customer and A1 CWM as Minimum Volumes indicated by the Fixed Volume option being ticked in the Service Agreement Details and stipulated in the Minimum Volume section of the Service Agreement Details.
- 1.3.7. **"Force Majeure Event"** as defined in clause 15.1
- 1.3.8. **"Hazardous Waste"** has the meaning given to it by The Hazardous Waste (England and Wales) Regulations 2005 ("**HWR 2005**").
- 1.3.9. **"Minimum Service Agreement Period"** has the meaning given in it in the Service Agreement Details.
- 1.3.10. **"Order"** means the Customer's written order for Services.
- 1.3.11. **"Period"** the relevant period of time for calculation of Minimum Volume purchases as stated in the Service Agreement Details, a Change Control Note or clause 4 as applicable.
- 1.3.12. **"Services"** means the services provided by A1 CWM to the Customer including but not limited to, the management, transportation, handling, treatment, disposal of waste, the rental of containers or bins and other related services and/or the arranging of any of the aforesaid.
- 1.3.13. **"Waste"** means such substances as A1 CWM agrees to manage, collect, treat, and dispose.
- 1.3.14. **"Service Agreement"** means the waste collection agreement, and any continuation thereof, entered into between A1 CWM and the Customer in accordance with the Service Agreement Details and these Conditions.
- 1.3.15. **"Service Agreement Details"** means the document headed "A1 Chemical Waste Management Limited Duty of Care & Waste Service Agreement" for Contracted Services and for Ad Hoc Services the document headed "Sales Order".
- 1.3.16. **"Start Date"** means in relation to a Service Agreement for Ad Hoc Services, the date set out in clause 2.4 and for a Service Agreement for Contracted Services, the Agreement Date specified in the Service Agreement Details.
- 1.3.17. **"Trial"** means a Service Agreement with a customer under which the Minimum Volume is going to be agreed following a trial period in accordance with clause 4.4, as indicated by Trial being ticked in the Service Agreement

Details

2. Ad Hoc Services

- 2.1. This clause 2 only applies, in a Service Agreement for Ad Hoc Services.
- 2.2. If, and only if, the Service Agreement stipulates that the Services provided are Ad Hoc Services the following below clauses in these Conditions shall not apply:
 - 2.2.1. Clause 3 (Contracted Services Term and Duration)
 - 2.2.2. Clause 4 (Exclusivity and Minimum Volumes)
 - 2.2.3. Clause 7 (Change Control and Price Increases)
- 2.3. Any quotation provided by A1 CWM shall not constitute an offer, and is only valid for a period of 7 days.
- 2.4. The Ad Hoc Order constitutes an offer by the Customer to purchase Services in accordance with the Service Agreement Details and these Conditions.
- 2.5. The Ad Hoc Order shall only be deemed to be accepted on the earlier of when A1 CMW receives the Sales Order signed by the customer accepting these Conditions, A1 CWM issues written acceptance of the Ad Hoc Order or the date on which A1 CMW commences performance of the Services, on which date the Service Agreement shall come into existence.

3. Contracted Services Term and Duration

- 3.1. This clause 3 only applies, where the Service Agreement is for Contracted Services. If, and only if, the Service Agreement stipulates that the Services provided are Contracted Services, clause 2 in these Conditions shall not apply.
- 3.2. This Service Agreement commences on the Start Date. Unless terminated earlier in accordance with clause 18 (Termination) or this clause 3, the Service Agreement continues for the Minimum Service Agreement Period (**Initial Term**) and automatically extends for a period equal to the Minimum Service Agreement Period (**Extended Term**) at the end of the and at the end of each Extended Term up to a maximum of 5 years, at which time it shall automatically terminate without the need for further notice.
- 3.3. Either party may give written notice to the other party, not later than three (3) months before the end of the Initial Term or the relevant Extended Term, to terminate this

agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

4. Exclusivity and Minimum Volumes

- 4.1. This clause 4 only applies where the Service Agreement is for Contracted Services.
- 4.2. The Service Agreement is an exclusive supply agreement. Subject to clause 4.6, the Customer shall use A1 CWM and only A1 CWM to provide the Services, or other services materially similar to the Services, from the Start Date until termination of this Contract.
- 4.3. Where the Service Agreement Details state that the Service Agreement Type is Fixed Volumes the provisions of this clause 4.3 shall apply:
 - 4.3.1. Each Period commencing on the Start Date, and each subsequent Period for that Waste Description, the Customer shall order at least the Minimum Volume of the Services as set out in the service agreement details.
 - 4.3.2. If A1 CWM fails to supply the Customer any of the Services ordered by the Customer and the Customer obtains substitute services from a third party as a result, the Minimum volume for the Period in question shall be reduced by the quantity of the Services that A1 CWM fails to supply.
- 4.4. Where the Service Agreement Details state that the Service Agreement Type is Trial the provisions of this clause 4.4 shall apply:
 - 4.4.1. The Minimum Volume stated in the Service Agreement Details shall only apply for the first six months of the Initial Term (**Trial Period**). During the Trial Period,
 - 4.4.2. The actual volume for Orders placed during the Trial Period shall become the Minimum Volume for the subsequent six month period (**Subsequent Period**).
 - 4.4.3. Thereafter, the actual volume for Orders placed during the Trial Period and the Minimum Volume for the Subsequent Period shall be combined and form the Minimum Volume for the subsequent 12 month period commencing on the expiry of the Subsequent Period.
 - 4.4.4. For each subsequent 12 month period the Minimum Volume shall be the higher of the actual volume of Waste Description or Services purchased in the preceding 12 month period or the Minimum Volume for the preceding 12

months. This volume mechanism shall continue for each subsequent 12-month period, unless otherwise agreed in writing

- 4.4.5. If A1 CWM fails to supply the Customer any of the Services ordered by the Customer and the Customer obtains substitute services from a third party as a result, the Minimum Volume for the Period in question shall be reduced by the quantity of the Services that A1 CWM fails to supply.
- 4.5. Except to the extent the Customer's failure to purchase the Minimum Volume is caused by A1 CWM's default or a Force Majeure Event, if the Customer purchases less than the Minimum Volume, in circumstances where A1 CWM has a reasonable belief that the Customer is in breach of clause 4.1, A1 CWM may charge the Customer for any shortfall between:
 - 4.5.1. the Price of the Minimum Volume for that Waste Description or Services in the relevant Period; and
 - 4.5.2. the Price for Services for that purchased for that Waste Description or Services by the Customer in that Period
- 4.6. Where A1 CWM declines an Order, the Customer may purchase services similar to the Services from a third party, and such a purchase would not constitute a breach of clause 4.2.

5. Orders

- 5.1. Orders shall be given in writing. The A1 CWM may accept or decline Orders at its absolute discretion.
- 5.2. A1 CWM may, at its discretion, accept an amendment to an Order by the Customer.
- 5.3. A1 CWM shall assign a job number to each Order it accepts and notify the order number to the Customer. Each party shall use the relevant job number in all subsequent correspondence relating to the Order.
- 5.4. After confirming an Order, the Supplier shall as soon as practicable inform the Customer of the Supplier's estimated performance date for the Order.
- 5.5. The Customer is responsible for ensuring that Orders are complete and accurate. The Customer shall give A1 CWM all necessary information that A1 CMW reasonably requires to fulfil each Order.

6. Customer Obligations and Warranties

6.1. The Customer shall:

- 6.1.1. ensure that the terms of the Order and any information it provides to A1 CMW is complete and accurate;
- 6.1.2. co-operate with A1 CWM in all matters relating to the Services;
- 6.1.3. provide or procure provision to A1 CWM with access to the relevant premises as are reasonably required in order to perform the Services;
- 6.1.4. ensure that the premises is accessible for the vehicle type used to provide the Services, taking into account the requirements for loading;
- 6.1.5. obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to be performed;
- 6.1.6. at the time it places an Order, provide A1 CWM any relevant information regarding health and safety or security at the premises at which the Services are to be performed;
- 6.1.7. provide 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 A1 CWM may make.
- 6.1.8. 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);
- 6.1.9. obtain and maintain all necessary licences and consents and comply with all relevant legislation, regulations and good practice in relation to the Services;
- 6.1.10. where required, fully and accurately complete a waste transfer note or Consignment Note as applicable including ensuring that the requisite element is completed by A1 CWM's employee or agent responsible for the collection, or any other the statutory form of notice required under HWR 2005, or under the Environmental Protection (Duty of Care) Regulations 1991; and
- 6.1.11. ensure that Hazardous Waste is not mixed with any other waste in accordance with HWR 2005.

6.2. The Customer warrants and represents:

- 6.2.1. that all information it provides to A1 CWM in relation to the nature and type

of waste regarding which the Services are provided, is true, complete and accurate and is not misleading.

- 6.2.2. that each Consignment Note, waste transfer note or other documentation in relation to the Waste, it completes, to the extent that it is completed by the Customer, is true, complete and accurate and is not misleading.
- 6.3. If A1 CWM's performance of any of its obligations under the Service Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 6.3.1. without limiting or affecting any other right or remedy available to it, A1 CWM shall have the right to suspend performance of the 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 in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 6.3.2. A1 CWM shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from A1 CWM 's failure or delay to perform any of its obligations; and
 - 6.3.3. the Customer shall reimburse A1 CWM on written demand for any costs or losses sustained or incurred by A1 CWM arising directly or indirectly from the Customer Default.

7. Change Control and Price Increases

- 7.1. This clause 7 applies where the Service Agreement is for Contracted Services.
- 7.2. Either party may submit a written request for Change to the other party in accordance with this clause 7, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties (an exchange of emails will be sufficient for this purpose).
- 7.3. If the Customer requests a Change:
 - 7.3.1. the Customer will submit a written request to A1 CWM containing as much information as is necessary to enable A1 CWM to prepare a Change Control Note; and
 - 7.3.2. within 30 Business Days of receipt of a request, unless otherwise agreed in writing by the parties, A1 CWM will send to the Customer a Change Control Note.

- 7.4. If A1 CWM requests a Change, it will send to the Customer a Change Control Note.
- 7.5. A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:
 - 7.5.1. the originator of the Change and date of request;
 - 7.5.2. description of the Change;
 - 7.5.3. details of the effect of the proposed Change on:
 - 7.5.3.1. the Services;
 - 7.5.3.2. the Price;
 - 7.5.3.3. Minimum Volumes and/or Periods; and
 - 7.5.3.4. any term of the Service Agreement (including proposed changes to wording); and
 - 7.5.3.5. the date of expiry of validity of the Change Control Note.
- 7.6. If, following the Customer's receipt of a Change Control Note pursuant to clause 7.3 or clause 7.4:
 - 7.6.1. the parties agree the terms of the relevant Change Control Note, they will sign it (an exchange of emails is sufficient for this purpose) and that Change Control Note will amend the Contract;
 - 7.6.2. either party does not agree to any term of the Change Control Note, then the Service Agreement shall continue unamended on its current terms.
- 7.7. A1 CWM shall be entitled to vary the charges for the Services so long as:
 - 7.7.1. There are no more than three price variations in any one calendar year; and
 - 7.7.2. The aggregate of any charge variation in one calendar year does not increase the charges by more than 45% (excluding VAT) from the charges set at the beginning of the relevant calendar year.
- 7.8. Notwithstanding clause 7.7, at the start of a calendar year, A1 CWM may at its discretion revise its charges to reflect:
 - 7.8.1. Changes in Landfill tax;
 - 7.8.2. Changes in the description, composition, weight and or volume of waste, which A1 CWM collects from the customer;
 - 7.8.3. Changes in cost to A1 CWM of providing the services (including changes to any tax, levies, fuel duties, wages, disposal charges, costs to material(s));
 - 7.8.4. Changes in technology or to cover an improvement in the services; or
 - 7.8.5. Any other factors which are outside A1 CWM's reasonable control leading to an increase in the cost to A1 CWM of providing the services.
- 7.9. A1 CWM will endeavour to give the customer as much written notice as is possible of

any such charge where revision of the charge is required by A1 CWM and this agreement will be deemed to be amended to incorporate the revision of the charges.

8. Payment terms

- 8.1. The Price payable by the Customer for the provision of the Services by A1 CWM (**"the Price"**) shall be as stated in the Service Agreement Details or as confirmed in writing by A1 CWM in relation to that Order.
- 8.2. On receipt of an invoice (**"the Invoice"**) in respect of the Services the Customer shall within thirty (30) days of the date of the Invoice make payments in full to A1 CWM of all sums demanded in the Invoice. 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 A1 CWM's failure or alleged failure to perform the services to the appropriate standard or default, breach by A1 CWM or alleged default or breach of any other contract, undertaking or obligation to the Customer or any other person.
- 8.3. 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 Bank used by A1 CWM 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 this clause 8.3) is made.
- 8.4. A1 CWM may recover from the Customer all expenses reasonably incurred by A1 CWM in the collection of any overdue sums.
- 8.5. Without prejudice to any other rights of A1 CWM, if A1 CWM 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 A1 CWM or any affiliate of A1 CWM will be paid in full when they become due then A1 CWM shall be entitled to require payment in full before performing any of the Services.
- 8.6. A1 CWM will invoice the Customer on completion of the Services or at appropriate intervals for Contracted Services.

9. Services

- 9.1. A1 CWM shall use reasonable endeavours to provide the Services. A1 CWM may act as a broker and therefore A1 CWM is not obliged to collect the Waste itself. Any collection of waste made by A1 CWM or any of its sub-contractors shall be in accordance with the relevant legislation.
- 9.2. Notwithstanding clause 9.1 above, time is not of the essence in respect of the Services. When the Customer requests the Services from A1 CWM, the parties will agree a date by which collection is to be completed, however, unless agreed otherwise by the parties in writing, a failure by A1 CWM to make, or complete, a collection by a particular day shall not be a breach of this agreement nor shall it constitute negligence.
- 9.3. A1 CWM shall provide the Customer with such quarterly returns, as are required by Regulation 54 of the Hazardous Waste (England and Wales) Regulations 2005. The Return is in the Format set out in Schedule 8 of these Regulations and will be updated within one month of the end of that quarter.

10. Transportation

- 10.1. The Customer shall ensure that in the case where A1 CWM or its sub-contractors collect the Waste, or where the Customer delivers the Waste to A1 CWM:
 - 10.1.1. A1 CWM'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 A1 CWM's vehicles and employees (or those of its sub-contractor's); and
 - 10.1.2. A1 CWM's (or its sub-contractor's) employees shall be given adequate notice of any rules relevant to safety and conduct on the relevant site.
- 10.2. In all circumstances surrounding the collection and/or delivery of Waste, the Customer shall ensure that:
 - 10.2.1. their loads shall be safely and securely fixed;
 - 10.2.2. A1 CWM (or its sub-contractors) may have access to the vehicle at any time;
 - 10.2.3. the person with the vehicle shall comply with the rules and regulations in force from time to time at the site where delivery occurs;
 - 10.2.4. the vehicle shall be accompanied by all relevant documentation for its

- operation and load; and
- 10.2.5. 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 A1 CWM's employees or property (or those of its sub-contractors) or to any other person lawfully on A1 CWM's property at any time, or to expose any such persons and/or property to the risk of injury or damage.
- 10.3. Until such time as A1 CWM (or its sub-contractors) 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.
- 10.4. A1 CWM shall be entitled at any time at its sole discretion to require that any vehicle and/or any load that has been delivered by or on behalf of the Customer, be removed forthwith from A1 CWM's premises, or other receiving site, in such a manner and subject to such safety precautions as A1 CWM may require.
- 10.5. In the event the Customer fails promptly to comply with a request made by A1 CWM pursuant to clause 10.4 A1 CWM shall be entitled to take such steps as it may deem expedient to remove the vehicle and/or load from A1 CWM's premises and to invoice the Customer for all costs incurred by A1 CWM in effecting such removal.

11. Rejection of Waste

- 11.1. A1 CWM shall be entitled to reject all or any Waste that:
- 11.1.1. is outside the terms of its licences, or the licenses of the receiving site, from time to time;
 - 11.1.2. A1 CWM, its sub-contractor or its agent is unable to handle and/or dispose of for any reason;
 - 11.1.3. has been inaccurately described in any descriptions given to A1 CWM;
 - 11.1.4. more than the quantity agreed with A1 CWM, its sub-contractor or its agent;
 - 11.1.5. has been loaded illegally or improperly;
 - 11.1.6. in respect of which the Customer has breached its obligations under these Conditions;
 - 11.1.7. has one constituent part which is incompatible with another constituent part;

- 11.1.8. which A1 CWM has reason to believe is radioactive, explosive, or is otherwise too dangerous to treat; and/or
- 11.1.9. the handling or disposal of which might cause A1 CWM, or its agent to incur civil or criminal liability.
- 11.2. If A1 CWM exercises its right to reject any Waste:
 - 11.2.1. A1 CWM may agree, but shall in no way be obliged, to handle and/or dispose of such Waste subject to the Customer paying such additional charge and/or accepting such further conditions as A1 CWM may, in its sole discretion, require; and/or
 - 11.2.2. if required by A1 CWM the Customer shall immediately remove the Waste in such a manner and subject to such safety precautions as A1 CWM may require in default of which A1 CWM may dispose of it and recover the costs of such disposal from the Customer.

12. Additional Charges

- 12.1. Prices are quoted on the assumption that operations by A1 CWM are carried out between the hours of 8-00am and 5-00pm on normal working weekdays (being Monday to Friday). Any work undertaken by A1 CWM 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.
- 12.2. If the Waste cannot be loaded/unloaded (or cannot be loaded/unloaded within the normal time, being 1 hour, for loading/unloading such Waste) onto/off A1 CWM's (or its sub- contractors) vehicles because of inadequate access at the site (or for any other reason not within A1 CWM's control) the Customer shall pay A1 CWM's additional charges at a rate to reflect the extra costs incurred.
- 12.3. If the performance of the Service by A1 CWM is delayed or terminated due to the fault of the Customer, or its sub-contractors, the Customer shall pay any extra costs and/or losses incurred by A1 CWM.

13. Samples

The Customer shall permit A1 CWM to take such samples as A1 CWM 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 A1 CWM may see fit.

14. Property

All Waste treated by A1 CWM, which A1 CWM has not rejected pursuant to clause 11, shall become the property of A1 CWM 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.

15. Force Majeure

15.1. A1 CWM 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:

- 15.1.1. acts of God, flood, drought, earthquake or other natural disaster;
- 15.1.2. epidemic or pandemic;
- 15.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 15.1.4. nuclear, chemical or biological contamination or sonic boom;
- 15.1.5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 15.1.6. collapse of buildings, fire, explosion or accident;
- 15.1.7. any labour or trade dispute, strikes, industrial action or lockouts;
- 15.1.8. non-performance by suppliers or subcontractors (other than by companies in the same group as A1 CWM);
- 15.1.9. interruption or failure of utility service; or
- 15.1.10. any other cause or causes whatsoever beyond A1 CWM's reasonable control.

16. Indemnity

- 16.1. The Customer shall indemnify and keep indemnified A1 CWM, its sub-contractors and its agents against any injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising in any way from:
- 16.1.1. any act, or omission of the Customer or of any agent or employees or sub-contractor of the Customer; and/or
 - 16.1.2. the collection, transport, and tipping of any waste by A1 CWM or its sub-contractors when providing the Services, inclusive of any rejection of Waste resulting from clauses 11.1.1 to 11.1.9; and/or
 - 16.1.3. any breach by the Customer of its obligations in these Conditions.
- 16.2. The Customer shall maintain adequate insurance cover in respect of this indemnity and shall at the request of A1 CWM 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.
- 16.3. Notwithstanding the termination of this Service Agreement for any reasons whatsoever (including by reason of any failure by A1 CWM to fulfil its obligations under the Service Agreement or consequent upon any wrongful act or omission done or made by A1 CWM or caused or suffered by A1 CWM to be done or made) the provision of this clause 16 shall continue in full force and effect and shall remain binding upon the Customer.

17. Exclusion and Liability

- 17.1. References to liability in this clause 17 include every kind of liability arising in connection with the Service Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 17.2. Nothing in the Service Agreement limits:
- 17.2.1. The Customer's liability for payment of Invoices properly due and owing to A1 CWM;
 - 17.2.2. The Customer's liability under clause 16 (Indemnity); or
 - 17.2.3. Any liability which cannot legally be limited, including liability for:

- 17.2.3.1. death or personal injury caused by negligence;
 - 17.2.3.2. Fraud or fraudulent misrepresentation; and
 - 17.2.3.3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 17.3. Subject to clause 17.2 the Company's total liability to the Customer shall not exceed:
- 17.3.1. 200% of the amount paid by the Customer to A1 CWM for the Services in the calendar year in which the liability arose under a Service Agreement for Contracted Services; and
 - 17.3.2. 200% of the amount paid by the Customer to A1 CWM for the Ad Hoc Services under a Service Agreement for Ad Hoc Services in which the liability arose
- 17.4. Subject to clause 17.2, this clause 17.4 sets out the types of loss that are wholly excluded:
- 17.4.1. Loss of profits;
 - 17.4.2. Loss of sales or business;
 - 17.4.3. Loss of agreements or contracts;
 - 17.4.4. Loss of anticipated savings;
 - 17.4.5. Loss of use or corruption of software, data or information;
 - 17.4.6. Loss of or damage to goodwill; and
 - 17.4.7. Indirect or consequential loss.
- 17.5. The Customer hereby acknowledges that the Price payable under this agreement is directly related to the level of risk undertaken by A1 CWM and that if the Customer so desired a variation of the Price could be negotiated on the basis that the Customer required A1 CWM to increase its level of risk.

18. Termination

- 18.1. A1 CWM may terminate the Service Agreement and any other agreements with the Customer immediately by notice if:
- 18.1.1. the Customer undergoes any legal action against its assets, is (or in the reasonable opinion of A1 CWM is at risk of becoming) insolvent, or enters into any arrangement with creditors, or if a resolution for winding up is passed, or an administrator, or similar officer is appointed over its assets;
 - 18.1.2. the Customer fails to make any payment owed to A1 CWM as required by clause 8.1;

- 18.1.3. the Customer does not make an advance payment requested under clause 8.5 within seven (7) days;
- 18.1.4. the Customer commits a material breach of any term of the Service Agreement and (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so..
- 18.1.5. There is a change of control of the Customer, within the meaning of section 1124 of the Corporation Tax Act 2010.
- 18.1.6. A1 CWM may recover any losses, costs, or damages resulting from such termination.
- 18.2. On termination of the Service Agreement , all sums due by the Customer under this and any other Service Agreement or arrangement between the Customer and A1 CWM shall become immediately payable in place of the payment terms set out in clause 8.1 above of any other applicable payment terms.
- 18.3. In the event that A1 CWM terminates this Service Agreement for a reason which is not its fault, the Customer shall pay to A1 CWM, by way of liquidated damages, a sum equivalent to the net profit that A1 CWM would (in its reasonable opinion) have made on the Services between the date of the termination and the next date on which the Customer could have lawfully terminated this Service Agreement. The Customer hereby acknowledges that the sums payable pursuant to this liquidated damages clause are not a penalty and are reasonable in the circumstances and that the price payable under this agreement would be higher if the Customer wished to exclude this liquidated damages clause.
- 18.4. On termination of the Service Agreement of which these Conditions form part, A1 CWM shall be entitled to return to the Customer any Waste that has not been treated and to recover from the Customer the expenses incurred.

19. Amendment

A1 CWM shall from time to time be entitled to amend these Conditions as it considers necessary, including, but not limited to comply with any statutory local authority or other regulatory requirements or any change in legislation governing the collection, transport, disposal and/or treatment of Waste.

20. Notices

20.1. Any notice referred to in these Conditions shall be:

- 20.1.1. in writing; and
- 20.1.2. given to the party for whom it is intended at the address for that party as set out in the Service Agreement Details , or such address as is notified to the other party for that purpose; and
- 20.1.3. given by registered or recorded delivery post, or telefax transmission, or electronic mail transmission and shall be deemed to have been received two (2) working days after the date of posting, or one (1) working day after the date of transmission as the case may be.

21. Confidentiality

- 21.1. The Customer shall at all times keep secret and confidential all information relating to the processes and methods employed by A1 CWM or by any associated company of A1 CWM 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 A1 CWM or any associated company of A1 CWM), any such information in respect of the secret processes and methods of A1 CWM.
- 21.2. The Customer shall, in view of the sensitive nature of the operations carried out by A1 CWM, (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 A1 CWM or any associated company of A1 CWM) of:
 - 21.2.1. any information regarding the treatment, disposal, handling, and transport of any waste by A1 CWM and any associated company of A1 CWM; and
 - 21.2.2. any refusal by A1 CWM to handle or treat any Waste.
- 21.3. The Customer shall procure that its officers, employees, agents, advisers and other representatives comply with clause 21.1 as if they were the Customer.

22. Dispute Resolution

22.1. If a dispute arises out of or in connection with this Services Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

22.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, a director of the Customer and a director of A1 CWM shall attempt in good faith to resolve the Dispute;

22.1.2. if the director of the Customer and the director of A1 CWM are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the managing director of the Customer and managing director of A1 CWM who shall attempt in good faith to resolve it; and

22.1.3. if the managing director of the Customer and the managing director of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

22.2. No party may commence any court proceedings under clause 23 (governing law and jurisdiction) in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

22.3. If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 23 (governing law and jurisdiction).

23. Governing law and Jurisdiction

This Contract, and any and all matters arising out of or in connection with it, is subject to the laws of England and Wales. All disputes arising out of this Service Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

24. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

25. Assignment

- 25.1. A1 CWM may assign, licence or sub-contract all or any parts its rights and obligations under this Agreement without the Customer's consent.
- 25.2. The Customer may not assign, licence, delegate, or subcontract all or any part of its rights and obligations under this Agreement without A1 CWM's prior written consent in particular the right to serve notice under clause 18.1.

26. Entire Agreement

- 26.1. The Service Agreement Details and these Conditions apply to the Service Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Service Agreement constitutes the entire agreement between the parties.
- 26.2. Each party acknowledges that in entering into this Service Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Service Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in this Service Agreement.

27. Data Protection

A1 CWM may make a search with a credit reference agency which will keep a record of the search and may share that information with other businesses. In some instances, A1 CWM may also make a search on the personal credit profile of the principal directors of the Customer. Should it become necessary to review the account a credit reference may be used, and a record kept. A1 CWM will monitor and record information relating to the Customer's trade performance and such records will be made available to credit reference agencies who may share that information with other businesses when assessing applications for credit and fraud prevention. The Customer agrees that this information may be used to support a request for credit facilities with A1 CWM and associated companies (a list is available upon request) in accordance with their credit vesting procedures. In relation to any personal data (as defined in the Data Protection Act 2018) processed under this clause 27, A1 CWM shall comply with the applicable data protection legislation in relation to its processing.

A1 Chemical Waste Management Ltd

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✉ customerservices@a1cwm.com
🌐 a1cwm.co.uk

Registered Address:
Suite 6A, 10 Duke Street, Liverpool, L1 5AS

Company registered in the UK: 07533662
VAT Registration: GB107483812
Waste Licence Number: CBDU167088