

HENSEL RECYCLING (UK) LIMITED
TERMS AND CONDITIONS OF BUSINESS

The Customer's attention is particularly drawn to the provisions of clause 12.

1. INTERPRETATION

- 1.1. **Definitions:** In these Conditions, the following definitions apply:
Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 8.
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 15.8.
Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
Customer: the person or firm who purchases Services from the Supplier.
Customer Materials: the materials provided by the Customer to the Supplier for the performance of the Services.
Deliverables: any metals or other substances extracted or recovered from the Customer Materials as a result of performing the Services.
Deliverables Claim: any claim arising from the fact that the Deliverables content of any Customer Material has been lost, destroyed, damaged or depleted whilst at the risk of the Supplier or that the Deliverables fail to correspond with the Specification.
Excluded Materials: the excluded materials described in the Specification.
Hazardous Substances: any materials, substances or organisms which alone or in combination with others are capable of causing harm to humans, fauna, flora or the environment generally (including air, water, land), such as (without limitation) poisonous, hazardous, carcinogenic, irritant, acidic, flammable, combustible, radio-active materials and/or generally hazardous substances such as acetate bromide, cadmium, chloride, fluoride, halogens, quicksilver, selenium, tellurium etc.
Order: the Customer's order for Services as set out in the Customer's purchase order form, or the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.
Plant: the Supplier's recycling plant as stated in the Contract or Order confirmation.
Relevant Authorities: any person or authority (including any national or local governmental or international organisation and any subdivision or agency or executive arm of any of them, any court or judicial officer or any securities exchange) with legal or de facto power to impose and/or enforce compliance with any statutes, regulations, enactment, ordinance, pact, decree, treaty, code, directive, order, notice or official published plan or policy with legal or actual force. Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification. Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.
Supplier: Hensel Recycling (UK) Limited registered in England and Wales with company number 07660757.
Supplier's Charges: means the charges from time to time set out in the Contract.

- 1.2. Construction: In these Conditions, the following rules apply:
- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (b) a reference to a party includes its successors or permitted assigns;
 - (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - (e) a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of 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. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. 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.
- 2.6. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1. The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2. The Supplier shall use reasonable endeavours to meet any performance dates or delivery dates referred to in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.3. The Supplier shall have the right to make any changes to the 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 Services, and the Supplier shall notify the Customer in any such event.
- 3.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

- 4.1. The Customer shall:
- (a) ensure that the terms of the Order are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and
 - (d) obtain and maintain all necessary licences, permissions and consents which may be required under any applicable laws before the date on which the Services are to start.
- 4.2. If the Supplier's performance of any of its obligations under the Contract 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) the Supplier shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. DELIVERY OF CUSTOMER MATERIALS; RISK

- 5.1. The Customer shall provide the Supplier at least 2 Business Days prior to any delivery of Customer Materials with a full declaration of the composition of the Customer Materials in writing, including a material safety data sheet and information about any Hazardous Materials contained in the Customer Materials. The Customer warrants that the information provided in such declaration is true and accurate in all material respects and complies with all applicable legal requirements concerning the declaration of waste substances. The Customer shall make a copy of the assay report on which the Customer's declaration is based available to the Supplier on request.
- 5.2. Customer Materials which contain Excluded Materials and/or Hazardous Substances must not be delivered to the Supplier, except with the prior written consent of the Supplier.
- 5.3. The Supplier shall be entitled to reject any Customer Materials and to cancel the Contract or the Order without further liability to the Customer if the Customer Materials are found by the Supplier not to comply with the Customer's declaration provided under clause 5.1 or contain Hazardous Substances or Excluded Substances without the Supplier's written consent having been obtained in this respect. Any rejected Customer Materials will be quarantined by the Supplier at the Customer's risk and expense.
- 5.4. The Customer shall be obliged to collect any rejected Customer Materials from the Supplier forthwith on receipt of a rejection notice from the Supplier. Should the Customer refuse or fail to collect the rejected Customer Materials within 5 Business Days from receipt of a rejection notice from the Supplier, then the Supplier shall be entitled to dispose of the rejected Customer Materials in a safe and proper manner as the Supplier in its sole unfettered discretion deems appropriate (including the engagement of sub-contractors) at the Customer's cost and expense.
- 5.5. All Customer Material must be delivered to the Plant at the costs and expense of the Customer during the Supplier's office hours between 08:00 to 17:00 hrs. on a Working Day. Customer Materials delivered outside of those office hours shall be deemed delivered at 08:00 hrs. on the next Working Day.
- 5.6. The risk of loss or damage to the Customer Materials shall pass to the Supplier once the Customer Materials are unloaded from the transport and delivered at the Plant in accordance with clause 5.5. The risk in the Customer Materials remains with the Customer until this point. Acceptance of risk in the Customer Material shall not constitute acceptance of any of the Customer's declarations as to weight or composition of the Customer Materials.
- 5.7. The Customer shall ensure that the Customer Materials are accompanied by a delivery note stating gross and net weight of each unit, container or pallet of Customer Materials delivered. Empty containers or other packaging materials will be returned to the Customer on request at the Customer's cost and expense.
- 5.8. The Customer shall notify the Supplier in writing at least 24 hours prior to the delivery of Customer Materials. Additional costs incurred by the Supplier as a result of the provision of incorrect or delayed information by the Supplier shall be borne by the Customer. The Supplier shall be entitled to charge the Customer for any costs incurred by the Supplier as a result of incorrect or delayed notification of delivery of the Customer Materials.

6. COMPLIANCE

- 6.1. The Customer must ensure that any Customer Materials delivered to the Plant conform to all applicable laws and regulations and are packed and labelled in accordance with all applicable statutory or regulatory requirements relating thereto including the Chemicals (Hazard Information and Packaging for Supply) Regulations 2002. Customer Material delivered from overseas must comply with EC Regulation 1013/2006 on shipment of waste, and/or OECD council decision (2001) 107 and/or UNEP Basel Convention (as appropriate) and UK SI 1994, no. 1137.
- 6.2. The Customer shall be solely responsible for the correct declaration to the Relevant Authorities of Customer Materials or of any Deliverables and other residual substances (including any Excluded Substances and Hazardous Substances) which remain after processing by the Supplier. This shall also apply if the Supplier has agreed to make such declaration to the Relevant Authorities on the Customer's behalf, and the Customer shall indemnify and hold harmless the Supplier in full against any claim, demand or penalty suffered by the Supplier as a result of any incorrect declaration of such Customer Materials, Deliverables and residual substances.
- 6.3. The Customer shall ensure and warrants to the Supplier that it has obtained all licences and permits required under any applicable laws (where applicable) for the import of all Customer Materials into the UK and for the transportation of the Customer Materials (including Deliverables) to and from the Plant.

7. WEIGHING AND SAMPLING

7.1. The Supplier will weigh and sample all Customer Materials delivered at the Plant prior to the commencement or (as the case may be) continuation of the Services. The Customer shall be entitled to attend at its own cost and risk the weighing and sampling process at the Plant through a representative acceptable to the Supplier. The Customer must notify the Supplier at least one Working Day prior to delivery of the Customer Materials at the Plant of its desire to be represented at the weighing and sampling process and provide the Supplier with the name and details of the Customer's representative attending the process. If such notice is not received or the Customer's representative is not present at the due time for the process advised by the Supplier, the Supplier shall conduct the weighing and sampling process in the Customer's absence. If the Customer is represented at the weighing and/or sampling process, its representative may take a sampling report on conclusion of the procedures which shall, if applicable, state that the operation was carried out to his satisfaction, whereafter the Supplier shall be entitled to proceed with performing the Services. If the Customer's representative is not satisfied with the sampling process, then the Supplier and the Customer shall try to agree a solution to any issues raised by the Customer's representative, failing which the Supplier shall be entitled to cancel the Contract without any further liability to the Customer. If the Customer is not represented at the weighing and/or sampling process, then the Supplier shall be entitled, upon completion, to proceed with the performance of the Services.

8. CHARGES

8.1. Subject to any special terms agreed, the Customer shall pay the Supplier's Charges and any additional sums which are agreed between the Supplier and the Customer for the provision of the Services or which, in the Supplier's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any declaration or information provided by the Customer in accordance with these conditions or any other cause attributable to the Customer.

8.2. All charges quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax or any other taxes, for which the Customer shall be additionally liable at the applicable rate from time to time.

8.3. Except as otherwise agreed in writing, the Supplier shall be entitled to invoice the Customer at the Supplier's option either on completion of the Services or at the end of each month during which Services were provided.

8.4. The Supplier's Charges and any additional sums payable shall become due for payment (together with any applicable Value Added Tax or any other taxes, and without any set-off or other deduction) immediately on the date of the Supplier's invoice.

8.5. If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have under these Conditions or otherwise, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 10% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.

8.6. The Supplier shall have a lien on all Customer Materials and all Deliverables until all invoices of the Supplier from time to time have been paid in full by the Customer. If the Customer fails to make payment of an invoice or if the Supplier has reasonable concerns as to the Customer's ability to pay outstanding invoices, the Supplier may at any time in its sole discretion exercise such lien and keep, sell or otherwise realise the Customer Materials or any Deliverables and set off any proceeds from such sale or realisation against any outstanding sums and any interest accrued thereon.

8.7. If the Supplier has reasonable concerns regarding the Customer's ability to pay any future invoices of the Supplier, then the Supplier may at its sole unfettered discretion require the Customer to make payments in advance, failing which the Supplier shall be entitled to cancel any Contract with the Customer. Without prejudice to any claim for damages or loss which the Supplier may have, the Customer shall be obliged in the event of a cancellation of the Contract to pay the Supplier's costs and expenses incurred until the date of such cancellation.

9. RETURN OF DELIVERABLES; RISK

9.1. Unless the Contract expressly provides for the Deliverables to be delivered by the Supplier to the Customer, the Customer shall be obliged to collect the Deliverables from the Plant within 5 Working Days after being notified by the Supplier that the Deliverables are available for collection. Where the Supplier has agreed that the Deliverables are to be delivered to the Customer then (unless otherwise agreed) such delivery shall be at the risk and costs of the Customer. The Supplier shall be entitled to arrange for adequate transport insurance at the cost and expense of the Customer.

9.2. Risk of damage to or loss of the Deliverables shall pass back to the Customer (a) where the Deliverables are to be collected by the Customer at the time when the Supplier notifies the Customer that the Deliverables are available for collection at the Plant, and (b) where the Deliverables are to be delivered by the Supplier to the Customer, at the time at which the Deliverables are loaded onto the transport at the Plant.

9.3. Where the Contract provides for the Supplier to purchase Deliverables from the Customer, the Supplier shall pay the Customer for such Deliverables an amount equal to their aggregate value calculated according to the pricing agreement in the Contract.

9.4. The Supplier shall maintain Customer accounts in which the aggregate value of the Deliverables purchased by the Supplier shall be recorded. The Supplier shall provide the Customer at the end of each month or on reasonable request with an account statement. The account statement shall be binding on the Customer unless the Customer objects within two weeks from the date of the relevant account statement.

9.5. The Supplier shall pay any amounts due to the Customer in respect of Deliverables purchased within 30 days from the date of receipt of an invoice by the Customer.

9.6. Where the Supplier purchases Deliverables from the Customer under clause 9.3, the property in the Deliverables shall pass to the Supplier immediately at the time of separation/extraction of the Deliverables from the Customer Materials as a result of the Services.

10. CUSTOMER'S WARRANTY

10.1. The Customer warrants that it is the sole legal and beneficial owner of the Customer Material free from all liens, charges and encumbrances or other adverse rights or interests of third parties whatsoever.

11. CONFIDENTIALITY

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 the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. 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. This clause 10 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY:

The Customer's attention is particularly drawn to this clause.

12.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2. Subject to clause 12.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, 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;
- (b) the Supplier's total liability to the Customer in respect of a Deliverables Claim shall be limited to the aggregate value of the Deliverables which are subject to a valid Deliverables Claim as determined pursuant to clause 12.7, and
- (c) the Supplier's total liability to the Customer in respect of all other claims and losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate amount of the Supplier's Charges payable by the Customer for the Services under the Contract.

12.3. 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.

12.4. Subject to the following provisions, the Supplier warrants that the Deliverables will correspond with the agreed specification and be of satisfactory quality at the time of delivery of the Deliverables to the Customer.

12.5. The above warranty is given by the Supplier subject to the following conditions:

- (a) the Supplier shall be under no liability in respect of any defect in the Deliverables arising from any information, declaration or specification supplied by the Customer;
- (b) the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Deliverables without the Supplier's approval;
- (c) the Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Charges for the Supplier's Services have not been paid by the due date for payment.

12.6. The Supplier may replace the Deliverables (or the part in question) which are subject to the Deliverables Claim free of charge or, at the Supplier's sole discretion, refund to the Customer the value of the Deliverables (or a proportionate part of the value), in which case the Supplier shall have no further liability to the Customer.

12.7. For the purposes of this clause 12, the value of the Deliverables shall be calculated according to the pricing agreement in the Contract at the date on which the circumstances giving rise to the Deliverables Claim were discovered by the Supplier. Where the quantities of Deliverables were not ascertained by the Supplier, then the quantities of the Deliverables shall be based on the declaration of the composition of the Customer Materials provided by the Customer pursuant to clause 5.1.

12.8. This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1. 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 the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;

- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - (h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1 (b) to clause 13.1 (l) (inclusive);
 - (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2. Without limiting its other rights or remedies, the Supplier may terminate the Contract 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.
- 13.3. Unless otherwise agreed and save as aforesaid, the Contract shall automatically terminate on the completion of the performance of the Services or full receipt of the payment therefor, whichever occurs later. Where the parties have agreed that the Contract shall continue for a fixed term, then the Contract shall terminate on the date on which the fixed term expires. Where the parties have agreed an indefinite term for the Contract, each party shall have a right to terminate the Contract by giving the other party one month's written notice.
- 13.4. Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 13.1 (b) to clause 13.1 (l), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or 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.

15. GENERAL

15.1. Force majeure:

- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) The Supplier 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 a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.2. Assignment and subcontracting:

- (a) The Supplier 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 or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3. Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.4. Waiver:

- (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.

15.5. 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.

15.6. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8. 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 the Supplier.

15.9. 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.

Hensel Recycling (UK) Ltd.
June 2016