THE COVENTRY AND SOLIHULL WASTE DISPOSAL COMPANY LIMITED
PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

In these conditions 'the Company' means The Coventry and Solihull Waste Disposal Company Limited and the 'Supplier' means the person or company to whom the Purchase Order is addressed. Where the contract is for the provision of services, the words 'the goods' shall be read, where the contract permits, as meaning the services which the Supplier has contracted to provide. 'Purchase Order' means the Company's purchase order in respect of the goods and/or services. 'Contract' means the contract for the sale and purchase of the goods and/or supply of services subject to these conditions and comprising the documents set out in condition 2.

2. Conditions

Obligations on the Company's part are accepted only if the Company's Purchase Order is placed in writing. The Purchase Order together with these Purchase Order Terms and Conditions and all documents incorporated herein by reference constitute the entire agreement between the Company and the Supplier, and there are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those herein contained, and the Contract supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the parties thereto relating to the subject matter hereof. Without limiting the foregoing, no conditions, terms or acknowledgement conditions of the Supplier shall annul or vary any of the Company's terms of purchase, except as agreed to by the Company in the Purchase Order, or in writing by a Director of the Company. The Contract comprises an offer by the Company to purchase the goods and/or acquire the services subject to the provisions of the Purchase Order and to these conditions and the Supplier's acceptance thereof by word or conduct.

3. Packing and Documentation

The Purchase Order Number must be quoted on all correspondence including advice notes and invoices relating to the Purchase Order and must be distinctly marked on address labels. Packing or contents notes MUST accompany all goods, unless specifically agreed.

When materials and/or goods are to be exported from the country of origin, export packing must be suitable to withstand pilferage, distortion, corrosion, damage and/or contamination and shall provide waterproof protection where necessary Including for storage in tropics. All goods shall be clearly and legibly labelled and addressed. Charges by the Supplier for preparation, packing, boxing, crating, freight, insurance and/or special services of any kind will not be allowed, unless specifically authorised in the Purchase Order. Arrangements for payment and return of returnable wooden packing cases, pallets, drums and other reusable articles used for packing the goods must be notified in writing to the Company in advance of delivery. The goods will not be delivered in such a manner as to require the Company to provide facilities for off loading unit weights of more than fifty kilogrammes, unless specifically agreed in writing by the Company, and the Supplier must instruct the carrier accordingly.

4. Delivery

The Supplier warrants the performance of the services and/or delivery of all the material, equipment or other goods at places and times stated in the Purchase Order or in an amendment to Purchase Order agreed in writing between the Company and the Supplier and time shall be of the essence of the Contract. All delays arising or likely to arise in delivery and/or performance are to be reported immediately to the Company and confirmed in writing.

5. Cancellation

If any goods are not or will not be delivered or services will not be performed by the due date or if any of the goods and/or the services are not in accordance with the Purchase Order specification, the Company shall have the right to cancel the Purchase Order or part or parts thereof and refuse delivery of items cancelled or not complying with the Purchase Order specification without liability to the Supplier and/or obtain such goods and/or services from other sources and the Supplier pay to the Company any costs incurred by the Company in doing so. Additionally, the Company shall be entitled to cancel this Purchase Order at any time by giving written notice to the Supplier. If the Company exercises such right of cancellation on notice, it shall be bound to pay a reasonable price for any work completed in relation to the Purchase Order but shall otherwise be free from liability.

6. Guarantee

It shall be a condition of the contract that the goods and the services comply in all respects with the contract description, specification as set out on or referred to on the Purchase Order, with any statements or undertakings made by the Supplier or his servants or agents, prior to the giving of the Purchase Order and comply with all applicable statutory requirements and regulations. The Supplier undertakes that all goods and services supplied by it shall be of first class quality and recognises that the Company has placed the Purchase Order relying on the skill and expertise of the Supplier and any statements and representations made by him, if the goods (or any of them) supplied shall be defective on delivery or should prove to be defective within 12 months of delivery to the Company, then the Company may call upon the Supplier (but without prejudice to the Company's other rights or remedies) to rectify the defects or replace the goods (at the Company's option) at the Supplier's own expense. All the obligations in this condition shall also apply to any such rectified or replacement goods. The Supplier recognises that late performance and/or delivery and/or supply of defective goods may cause the Company loss, including the Company's failure to meet other contractual commitments and/or to breach any of its contracts, and shall indemnify the Company for any loss and/or damage it incurs or suffers as a result.

The Supplier warrants to the Company that the services will be performed by appropriately qualified and trained personnel, with due care and diligence.

The Supplier shall indemnify the Company in full against all liability, loss including loss of profit, costs, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with any breach of these Conditions, any claim that the goods infringe, or their importation, use or resale, infringes the patent, copyright, database right, registered design, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification or drawing supplied by the Company, any liability under the Consumer Protection Act 1987 in respect of the goods, any act or omission of the Supplier its employees, agents or sub-contractors in supplying, delivering and/or installing the goods and any act or omission of the Supplier its employees agents or sub-contractors in connection with the performance of the Services.

7. Prices

All prices shall be fixed (it is not acceptable for the Supplier to quote a variable price or stipulate for prices at the date of delivery or the like). All prices are exclusive of any applicable value added tax which shall be payable by the Company (subject to receipt of a VAT invoice) at the rate prevailing at the relevant tax point and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods to the address for delivery as shown on the Purchase Order and any duties, imposts or levies other than value added tax. No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.

8. Quantity

Neither the quantity of goods specified in the Purchase Order nor the production arrangements therefor shall be exceeded without the prior written consent of the Company. The Company's count shall be accepted as conclusive on all shipments not accompanied by a packing or contents note and in any event the Company shall be entitled to return any material in excess of the quantities specified in the Purchase Order, at the Supplier's risk and expense.

9. Payment

Unless otherwise agreed in writing the Company shall make payment within 30 days of the end of the month in which the invoice is raised. Payment by the Company shall not constitute any admission by the Company as to the performance by the Supplier of its obligations and/or acceptance of the goods and/or the services by the Company. If the payment terms provide for the payment in full on or before delivery, the Supplier shall arrange for a performance bond for 100 per cent of the price to be provided by a first class British bank in favour of the Company, payable against the Company's certificate that the goods are defective and which shall be delivered to the Company no later than 14 days after receipt of the Purchase Order and in any event prior to the commencement of production of the goods. The provision of such bond is a condition precedent to the contract and the supply of goods. If the Supplier fails to so deliver such performance bond the Company may, without prejudice to any other rights and/or remedies It may have, terminate the contract for the supply of the goods, the Supplier shall forthwith on receipt of the Company's notice of termination return to the Company all amounts which have been paid by the Company in relation to the goods and shall indemnify the Company in full against all and any costs, losses and/or liabilities incurred or suffered by

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the Company in connection with the contract and/or its termination including any additional amount incurred by the Company in acquiring the goods from a third party. The Company shall be entitled to set off against the price any sums owed to the Company by the Supplier.

10. Passing of Property and Risk

Without prejudice to any rights of rejection the property and risk in the goods shall pass to the Company on delivery unless payment in full for the goods is made prior to delivery, when property and title shall pass to the Company once payment has been made or the goods have been appropriated to the Contract.

11. Assignment

The Supplier agrees that the Purchase Order is personal to the Supplier and neither the Purchase Order nor any interest therein shall be assigned, transferred, sub-contracted or charged by the Supplier except with the Company's prior approval which shall not be unreasonably withheld. The Company shall be entitled to assign the benefit of the Purchase Order or any part thereof to any customer or client of the Company. If the Contract is sub-contracted in whole or in part the Supplier shall remain fully liable to the Company for any act or omission of its sub contractor.

12. Proprietary Rights

When the cost of special dies, moulds, jigs and/or tools involved in the manufacture of goods covered by the Purchase Order is included in the contract price such dies, moulds, jigs and/or tools shall become the property of the Company upon completion of the Purchase Order and shall be held or disposed of in accordance with the instructions of the Company.

13. Confidentiality

The Supplier shall keep and procure to be kept secret and confidential all secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium belonging to the Company disclosed as a result of the relationship of the parties under the Contract, ("Confidential Information"), and shall not use nor disclose the same save as envisaged in these Conditions. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this clause and each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made. The obligations of confidentiality in this clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in these conditions or which the Supplier can show was in its written records prior to the date of disclosure of the same by the Company under these conditions or which it receives from a third party independently entitled to disclose it or which it is required by law or regulatory authority to disclose.

14. Drawings and Other Property of Buyer

If the Company shall supply the Supplier with any drawings, patterns, plans, schedules, specifications, notes, other documents or designs, tooling, equipment or any other property of any kind whatsoever ("Company Property") the Supplier will not duplicate, publish use or discuss with or communicate or reveal them to any person, firm or corporation or utilise them or any information contained therein for any purpose except as may be strictly necessary in the performance of the Suppliers work for the Company as set out in the Purchase Order and all such documents and other property shall at all times be and remain the property of the Company and shall be held by the Supplier at the Suppliers risk and shall be promptly returned to the Company upon completion of the work or earlier if the Company requires. The Company is hereby irrevocably authorised without any requirement as to notice to enter upon the premises of the Supplier for the purpose only of recovering the said Company Property. If the goods are to be supplied in accordance with the Company's drawings or specifications the Supplier hereby grants the Company an irrevocable licence to make procure, use and sell any improvement in such goods made by the Supplier. The Supplier shall indemnify the Company in full against any and all loss and/or damage of Company Property and shall insure the same whilst at its risk.

15. Insurance

The Supplier shall maintain in full force and effect such insurance as is required by law and as would be maintained by an RPO operating in the same field as the Supplier. The Supplier shall produce the relevant policies and evidence of payment of premium from time to time upon request from the Company. For the purposes of this condition "RPO" means a Reasonable and Prudent Operator being a person seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of undertaking in the same or similar circumstances and conditions.

16. Inspecting and Expediting

The Supplier agrees (a) that all inspections and tests by the Company may be made as required by the Company or otherwise, (b) that all material, equipment and other goods furnished hereunder shall be subject to inspection by the Company, and/or those authorised by the Company at all reasonable times and places, before during and after manufacture, (c) that when inspection is provided for under the Purchase Order or otherwise, the Supplier shall give the Company written advance notice of readiness for inspection, (d) that inspection or failure to inspect, by the Company and/or any other authority shall not relieve the Supplier of any responsibility or reliability with respect to any such material, equipment or other goods and is not interpreted in any way as acceptable thereof or knowledge by the Company.

17. Work on Site

Where the Supplier requires access to the Company's premises for the purposes of installation of the goods and/or performance of the services the Company shall provide reasonable access and all services necessary to permit the Supplier to fulfill its obligations under the Contract at mutually convenient times. The Supplier will not do or omit to do any thing at the Company's premises which would render the Company liable to any person and the Supplier shall observe all regulations and provisions in force relating to the safety of persons using the Company's premises.

18. Bankruptcy and Liquidation

The Company may by notice in writing to the Supplier summarily cancel the Purchase Order and terminate the Contract without compensation and/or liability to the Supplier (whether or not deliveries have commenced) if the Supplier shall cease to carry on business, or suffer an Insolvency Event which means any one or more of (1) a notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed (2) a petition for winding up or an administration or bankruptcy order being presented, or such an order being made (3) any steps being taken with a view to a voluntary arrangement or other assignment, composition or arrangement with all or any creditors or any moratorium, readjustment, rescheduling, forgiveness or deferral of all or any indebtedness (4) suspension of payments to all or any creditors and/or ceasing business (5) an encumbrancer taking possession of all or any assets of a party (6) an administrator or receiver being appointed over a party or all or any of its assets (7) any action anywhere similar or analogous to any of the foregoing (8) the other party having reasonable grounds for believing that any of the foregoing is imminent. For the avoidance of doubt if any of the foregoing occur in relation to a partner in any of the parties hereto it shall be deemed to occur in relation to that party. Cancellation and/or termination shall be without prejudice to any other rights of the Company to damages or any other remedy granted or implied by statute or common law.

19. Law and Jurisdiction

These conditions and the Contract shall in all respects be governed and construed in accordance with English law. Any dispute arising under this Contract shall be subject to the exclusive jurisdiction of the English courts and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

20. Third Party Rights

For the avoidance of doubt nothing In the Contract shall confer on any third party any benefit or the right to enforce any provision of the Contract.