New Customer Form

Company name:

Registered address:

Trading address:
(If different from above)

Company registration number:

VAT number (*If applicable*):

Contact name:

Contact email:

Contact telephone:

Accounts contact name:

Accounts contact email:

Accounts contact telephone:

Is a purchase order required: **Yes** **No**

Do you require any additional information shown on purchase invoices for your reference (*Give details*):

By accepting our quotation, you are also agreeing to AJAK Standard Terms and Conditions as above.

Print Name:

Signature: **Date:**

AJAK Energy Limited - Terms and Conditions of Sale

1. These conditions shall govern and apply to every offer, quotation, acceptance and contract sale between AJAK Energy Limited or its subsidiaries and associated companies and undertakings ('AJAK') of the one part and any person, firm or corporation or employee, subcontractor or agent acting on behalf of such person, firm or corporation for whom the services are performed ('the Customer') of the other part. These terms may be varied only with the written consent of AJAK and therefore any alternative conditions proposed by the Customer are hereby excluded unless such written consent is so obtained prior to the provision of the service in question.

2. Interpretation

In these Conditions the following words shall have the following meanings unless the content requires otherwise

2.1 **Commencement date:** Means the date of the supply of the goods and or services set out in the contract or quotation upon which the service is based.

2.2 **Contract** means any contract between the Supplier and Customer for the sale and purchase of Goods and/or Services including the Order and incorporating these Conditions.

2.3 **Contract Period** means the period of supply of the Goods and/or the Services as set out in the Contract.

2.4 **Customer** means the persons, firm or company who purchases the Goods and/or Services from the Supplier.

2.5 **Environment** means all or any of the air, water and land (including, without limitation, air within buildings and other material or man-made structures above or below the ground) and any living organisms or systems supported by those media.

2.6 **Environmental Laws** means all laws, regulations, common law, directives and other measures (including codes of practise and guidance notes which are of mandatory effect) imposed or issued by any relevant body from time to time insofar as they relate to or apply to the Environment and including (without limitation) all laws and regulations relating to the removal, transportation and deposit of waste.

2.7 **Dangerous Goods** means goods named individually in the Approved Carriage List issued pursuant to the Carriage of Dangerous Goods and Use of Transportable Pressure Receptacles Regulations 2007 as may be amended from time to time and explosives, radioactive material, and any other goods presenting a similar hazard.

2.8 **Fuel** means any fuel products to be supplied to the Customer or transferred on behalf of the Customer by the Supplier or its sub-contractors under the terms of the Contract, including (without limitation) gas oil (red diesel), derv (white diesel), kerosene, unleaded petrol, heavy oils, ultra-low sulphur gas oil and biodiesel.

2.9 **Particulars** means and includes all details furnished or inserted on or attached to the control form to be completed by the Customer in respect of the Waste.

2.10 **Services** means the provision by AJAK of goods or services as specified in our quotation, as provided from time to time, including but not limited to industrial cleaning services, haulage, waste management or any other services directly or. indirectly associated to the service provision provided and detailed in the written quotation by AJAK.;

2.11 **Transfer Note** means the current controlled waste description consignment or any other duty of care documentation required to be completed by the Customer pursuant to the Environmental Laws

2.12 **Waste** means any waste or other material intended or tendered for processing hereunder;

3. Supply of the Goods and/or Services

3.1 Unless otherwise agreed between the parties the supply of the Goods and/or Services shall take place at the Site.

3.2 Any dates specified by the Supplier for the supply of the Goods and/or Services are intended to be an estimate only and time of supply of the Goods and/or Services shall not be of the essence for the purposes of the Contract. If no date is specified, the supply of the goods and/or Services will be within a reasonable time.

3.3 Subject to the provision of **Clause 12** of these Conditions, the Supplier will not be liable for any loss (including loss of profit), costs, damages, charges or expenses of the Customer caused directly or indirectly by any delay in the supply of the Goods and/or Services (even if caused by the Supplier's negligence), nor will any delay caused by the Supplier entitle the Customer to terminate the Contract.

3.4 Where the Customer requests a change to any dates specified in the Contract for the supply of the Goods and/or Services the Supplier shall use its reasonable endeavours to conform to such a request, provided always that the Supplier shall be under no obligation to do so, shall have no liability for its failure to do so and is entitled to payment of any additional costs incurred as a result of such change to the dates.

3.5 If the Supplier supplies some but not all of the Goods and/or Services, the Customer shall not be entitled to object to or reject the Goods and/or Services at the pro-rata Contract rate.

3.6 The Customer shall, following delivery of the Goods and/or completion of the Services and if requested by the Supplier, sign a confirmation slip confirming that the Goods have been satisfactorily delivered and/or the Services satisfactorily performed. Such signed confirmation shall be conclusive evidence of the satisfactory performance by the Supplier of its obligations under the Contract.

3.7 Where the Contract includes the supply and delivery of Goods, risk in and responsibility for the Goods shall pass to the Customer on delivery. Notwithstanding delivery and passing of risk in the Goods (or any other provision of these conditions, the property in and title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds for payment in full of all sums due under the Contract or which are or which become due to the Supplier from the Customer in respect of any other contract made under these Conditions. Until such time as the property in and title to the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep the goods separate from those of the Customer and any third parties and property stored protected and insured.

3.8 Until such time as the property in and title to the Goods passes to the Customer (as set out in **Clause 4.7**) provided always that the goods have not been used by the Customer, the Supplier (and any persons appointed by it for the purpose) shall be entitled (but shall not be obliged) in the event of non-payment by the Customer or the Insolvency of the Customer, at any time during normal business hours to enter upon any premises of the Customer or any third party where the goods are stored and to re-possess the Goods.

3.9 Where the Contract includes the uplift and transfer of goods the Supplier's responsibility for the goods shall commence when the Supplier takes physical control to the Customer at the proper place of delivery of the Goods are presented at the proper place of delivery within normal hours (allowing sufficient time for unloading). If the Supplier is prevented from making delivery at the agreed time and address, then the Supplier's responsibility for the Goods /services shall end after the expiration of twenty-four (24) hours from the Supplier's notice to the Customer that the goods/services are available.

4. Quotation means any written or verbal quotation provided to the Customer by the Supplier for the provision of the Goods and/or Services.

4.1 All quotations, or offers of sale, made by AJAK, or on its behalf, are subject to these Conditions and are given subject to confirmation by AJAK in writing, or otherwise, at the discretion of AJAK, upon receipt of the Customer's order number & no contract shall be concluded until such order confirmation is given.

4.2 Any quotation is valid for 30 days or as otherwise determined on the quotation, or as otherwise agreed in writing. All quotations exclude VAT and all other taxes, which will be levied in addition at the prevailing rate.

5. Price The prices for the Services shall be either (i) as detailed on the quotation or (ii) those applicable at the date Service are supplied. The Customer shall pay to AJAK an additional amount equal to any and all taxes and other government charges payable in respect of the Services and AJAK shall be entitled to recover from the Customer any additional tax, duty or government charge which becomes payable as a result of any waste being incorrectly described in the Transfer Note, or as a result of any assessment by HM Customs and Excise.

6. WASTE The Customer shall ensure compliance with provisions of all Health, safety & Environmental Laws; including completion and delivery to AJAK of a Transfer Note in accordance with the time scale specified under Environmental Laws. The Customer warrants that all Waste will be transferred in accordance with Environmental Laws and that Waste will be contained in suitable containers and correctly labelled and secured on pallet(s) (in case of drums) so that no hazard will arise therefrom. The Customer shall give not less than (3) full working days' notice to AJAK in respect of any Waste to be delivered to AJAK which requires special treatment or is classified as 'special' or 'hazardous waste under Environmental Laws'. The Customer warrants that all Waste tendered for processing shall conform in all material respects with particulars and the Customer hereby indemnifies and holds harmless AJAK in respect of any loss or damage of any kind suffered by AJAK (directly or indirectly) including (but not limited to) any claims, demands, suits and liabilities arising as a result of the Customer's breach of any of these Conditions, or any other negligent act, omission or default on the part of the Customer.

7. Delivery shall be at AJAK premises unless otherwise stipulated or agreed by AJAK. Where collection from or delivery to a Customer site is agreed it is the Customer's obligation to ensure AJAK is informed of any hazard on the Customer site and, whilst every effort is made to collect or deliver on time, time is not of the essence of the contract in this respect and AJAK will be under no liability to the Customer in this respect, including for consequential loss. Any collections or delivery dates quoted in AJAK documentation are estimates only and not of any contractual effort but every effort will be made by AJAK, to provide the service at the customer's preferred date and or time. The Customer warrants that he will provide information, access and all necessary facilities at a Customer site required to enable AJAK to carry out the services safely and the Customer shall be responsible for the safety of any persons including the employees and agents of AJAK whilst on, or about, the Customers premises. Where AJAK is unable to perform Services due to delays or impediments caused by the Customers an additional charge will be made.

8. **AJAK** do not undertake to deliver any services, or collect any load, over roads or grounds which AJAK considers unsuitable. For deliveries or collection from a place situated off a public road or where the Customer undertakes the unloading at a place of delivery the Customer shall indemnify and hold AJAK harmless against any loss, costs, claims, damages or expenses which AJAK may thereby incur whether as a result of damage to any AJAK vehicle, AJAK equipment or the property of the Customer, or third party, including damage to the road margin and pavement provided that this clause shall not operate to exclude liability for death or personal injury caused by negligence of AJAK.

9. If upon analysis of any Waste received from the Customer the same is found not to conform with the particulars AJAK have been notified of, at or before, the time of the quotation, whether in writing, or verbally, then AJAK, or a third party approved licensed disposal outlet, shall be entitled to refuse to process the Waste from which the sample was furnished. In these circumstances the waste can

either be returned to the customer or transported to an alternative fully licenced facility and the customer would be liable for the costs incurred until such time as the vehicle is available to undertake other work on behalf of AJAK, or others. In event that it is not apparent to AJAK that the Waste is not in conformity, prior to the commencement of processing, then AJAK shall be entitled to recover from the Customer any additional costs incurred by AJAK in processing Waste in excess of those which would have been incurred had the Waste complied with particulars. The Customer warrants that any deviation in the composition of the Waste as described in the Transfer Note shall entitle AJAK to (a) request the Customer amends the description of Waste on the Transfer Note subject to legislative compliance, or (b) charge the Customer for any extra cost incurred as a consequence of the Waste were not being in accordance with the specification, forwarding a revised quotation in accordance with condition 13 above, or (c) reject the waste and require the Customer to remove the Waste from site and dispose of the Waste at its own expense and in a manner according to Environmental Laws. The Customer agrees that except where otherwise agreed in writing by AJAK the quantity of Waste specified by any weighbridge used by the AJAK shall be conclusive proof of the weight of the Waste delivered. Title to the Waste shall pass to AJAK upon acceptance by the AJAK designated Licensed waste management facility, in accordance with the Transfer Note provided that no breach of the Customers obligations under these conditions has occurred.

10. AJAK shall not in any circumstances whatsoever be liable in contract, tort, or otherwise to the Customer for any loss or damage (however remote) including pure economic or consequential loss suffered by the Customer as a result of either (a) the exercises by AJAK of any of its rights under this contract, (b) any delay by AJAK, (c) any loss suffered by any third party, (d) any loss suffered for any failure to carry out the Services caused by circumstances beyond reasonable control of AJAK or (e) any loss arising during the conveyance and delivery of Waste by the Customer (including damage to Customer vehicles at AJAK premises, or elsewhere). Any limitations or exclusion of AJAK liability in these conditions shall not apply in the case of death and person injury resulting from any negligence of AJAK its servants, employees or agents. AJAK may, on occasions, charge the Customer for minimum quantity of Waste for each individual load 0f Waste serviced and when this applies then it will be stated in the AJAK quotation. AJAK reserves the right to review prices according (but not limited to) market conditions, prevailing costs, or impact of legislative changes. AJAK will serve written notice on the Customer of such changes in prices.

11. Payment

11.1 Unless the parties agree otherwise in writing, the Supplier shall invoice the Customer upon completion of the Services or delivery of the Goods.

11.2 Payment is due within thirty (30) days of the date of the invoice or any date agreed between the parties, whichever is the earlier. Time for payment shall be of the essence.

11.3 Unless agreed by the Supplier, all sums payable shall be calculated and paid in Pounds Sterling (£).

11.4 Any queries in respect of invoices should be brought to the Supplier's attention within seven (7) days of the date of the invoice. Where any dispute arises as to the contents of any invoice the parties shall enter into good faith discussions to resolve such dispute but, for the avoidance of doubt, the Customer shall not be relieved of its obligation to pay the disputed invoice in full and on time.

11.5 The Supplier reserves the right to make delivery by instalments and render a separate invoice in respect of each instalment, if the Supplier exercises its right to make delivery in instalments in accordance with this Clause 11.5, then any delay in delivering or failure to deliver any further instalment or instalments shall not entitle the Customer to reject the Contract or the delivery or any instalment or to withhold payment in respect of any instalment previously delivered.

11.6 The Customer shall make all payment due under the Contact without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise.

11.7 If the Customer fails to pay the Supplier any sum due pursuant to the Contract, the Customer will be liable to pay interest to the Supplier on such sum from the due date for payment at the rate specified by the Late Payment of Commercial Debts Regulations 2002 accruing on a daily basis until payment is made, whether before or after any judgment.

11.8 In addition to its right to charge interest on late payment as set out in clause 11.7, where any sum owed by the Customer to the Supplier under this or any other agreement is overdue or the Customer exceeds its authorised credit limit with the Supplier, the Supplier shall be entitled (but shall not be obliged) to do any or a combination of the following:

11.8.1 to suspend all or any part of the supply of the Goods or provision of the Services.

11.8.2 to cancel all or any part of any outstanding Order.

11.8.3 to refuse to accept any further Orders for Goods or Services

11.8.4 to suspend any discounts made available to the Customer or

11.8.5 to exercise its rights to recover the Goods pursuant to Clause 3.7

11.9 In the event that such default continues for longer than thirty (30) days, the Supplier shall be entitled but not bound (without any liability and without prejudice to any other rights that it may have in respect thereof) to terminate the Contract forthwith on written notice to the Customer.

11.10 Where the Supplier elects to pursue one of its rights under Clause 11.8 and 11.9, the Supplier shall not be in breach of these conditions, nor shall the Supplier have any liability to the Customer.

12 Lien

12.1 Where the Services provided by the Supplier include the transfer of goods owned by the Customer (the Customer's Goods), the Supplier shall have a general lien against the Customer for any monies whatsoever due from the Customer to the Supplier. If such a lien is not satisfied within a reasonable time, the Supplier may, at its absolute discretion sell the Customer's goods (in whole or in part) as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Customer's Goods and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Customer's Goods.

12.2 Where the Services provided by the Supplier include the transfer of goods not owned by the Customer (a Third Party's Goods), the Supplier shall have a particular lien against the owner, allowing the Supplier to retain possession, but not to dispose of, the Third Party's Goods against monies due from the Customer in respect of the Third Party's Goods.

13 AJAK shall ensure that its employees, subcontractors and agents engaged in the delivery of Waste to the designated waste management facility are (a) suitably trained, clothed, and authorised, (b) fully aware of relevant legislation and guidelines prior to using AJAK facilities (c) comply with the requirements of environmental Laws or other legislation relating to Waste disposal management and all legislation affecting health, safety and welfare of the general public and persons using or employed at the waste facility management.

14 AJAK undertakes to maintain adequate public liability insurance to meet all claims and liabilities likely to arise as consequence of entering into this contract. This applies to all works undertaken at all sites with the exception of services provided 'Airside' for which this cover does not apply. In such circumstances the customer shall include AJAK Energy on their airside insurance cover thereby fully indemnifying AJAK of any liability however caused.

15 AJAK shall be entitled to reasonable notice of cancellation of any works contracted to them by the Customer and if deemed appropriate due to the individual circumstances AJAK reserves the right to charge for all losses resulting from any such cancellation.

16 AJAK warrants that any vehicle, equipment or container used to transport, store or handle Waste is in a safe and good working order and in accordance with the relevant Environmental Laws or other environmental and health and safety legislation, guidelines, statutory enactments and local laws.

17 Without prejudice to any other rights of AJAK, AJAK shall be entitled to terminate the Contract by notice to the Customer forthwith and recover all losses as a result of the following events occurring or AJAK having reasonable grounds to believe they may occur; if the Customer (a) commits a material breach of any of its obligations under this contract or, (b) makes any arrangement or composition with its creditors, (c) enters into liquidation or administration or had a winding-up petition presented against it or is otherwise dissolve or is the subject of an order for its dissolution or calls a meeting of

its cease to carry business or (e) has any distress, execution or other process levied upon any of its assets or any guarantor of its obligations or (f) fails to pay when due any of amount due hereunder for AJAK.

18 The liability of the Customer to AJAK shall not cease by reason of any termination of this contract, but AJAK shall have no further obligation to the Customer after any such termination. On termination of this contact all sums due from the Customer to AJAK shall become immediately payable.

19 All notices to be served under these Conditions shall be either in writing by first class post or by personal delivery to the registered office of the party to be served or such other address as one party may notify to the other and if effected by post shall be deemed 48 hours after the date of posting, or by email, which shall be deemed to be received on the day of sending.

20 If the condition, or any part of any condition, shall be held invalid, illegal, unenforceable, in whole, or in part, or in conflict with English Law, such condition, or part condition, shall be severed from this contract and it shall not invalidate this contract and the remainder of the contract shall continue in full force and effect.

21 These terms & conditions shall be governed by English law but shall in all circumstances, without exception, supersede any customers terms & conditions whether received, or not, by AJAK at a later date than their receipt of AJAK's terms & conditions.