

# Ecochip UK CIC Terms & Conditions

## TERMS AND CONDITIONS FOR THE RECYCLING OF OFFICE AND HOUSEHOLD ELECTRICAL WASTE (WEEE)

### 1. Interpretation

In these terms and conditions these expressions shall have the following meanings :

Agreement: these terms and the accepted Quotation (or Estimate)

Collection Point(s) those collection points set out in the Quotation as or may be agreed from time to time.

Data Destruction the method or process intended to erase data on storage media.

Delivery Point: the Contractor's facility at Unit 2, 7 Vale Grove, Hermitage Works, N4 1PY or as directed by The Contractor.

Directive: Waste Electrical and Electronic Equipment Directive 2002/96/EC

Handling & Loading: Guidance the Contractor's requirement relating to the storage, identification, loading and transport of the WEEE, available on request

Quotation (or Estimate): a separate document setting out the terms of business between the parties and agreed by The Client as accepted

Regulation: The Hazardous Waste Regulation 2005

Services: the treatment, reverse manufacture, and dismantling of WEEE and the reuse and recovery of recyclable materials in accordance with the Directive and Regulation.

Service Specification: the specification set out in Schedule 1 to these terms and conditions

Terms agreed period of trade accepted by the Client

WEEE Waste Electrical and Electronic Equipment

Working Day Monday to Friday, except statutory bank holidays

Working Hours 8am to 10pm on a working day

### 2. Client's Obligations

2.1 The Client will ensure that all Units are in a reasonably clean and dry state and where appropriate, empty of non WEEE materials; foodstuffs and other organic matter.

When the Contractor collects the Units, the Units will be as described by The Client in terms of quality, completeness and reuse and as reflected in The Quotation (or Estimate) as to which Units are reusable and which Units are not. The expert decision of The Contractor as to whether a Unit is reusable means that the item is working, not decayed or end of life and a use can easily be found for the Unit. The decision of the Contractor on reuse questions shall be final. Unexpected discovery of non-reusable or incomplete equipment after title transfer to the Contractor can increase the original estimate or quote at the Contractor's fair rate for correct disposal or process

2.3 When the Contractor collects the Units then the Units will be located close to the vehicle loading area, on the same level as that area and that the Client will assist in the loading of the Units without delay.

2.4 When the contractor collects The Units then the Client will provide or advise upon legal loading or parking facilities for the duration of the loading work either within The Collection Point or the immediate road or street.

2.5 The Client will comply with any Handling and Loading Guidance and all other reasonable requirements of the Contractor. Any reasonable costs incurred or wasted by the Contractor from failure by the Client to adhere to the Handling and Loading Guidance, or to comply with clause 2.2.2.3 & 2.4 and to deliver Units within the allocated time slot or other requirement of the Quotation will be charged to the Client, at the Contractor's fair hourly rate or similar.

2.6 The Client will indicate if data needs to be destroyed and will also indicate which Units contain data to be destroyed by prominent labels or inscription on the Units with the word "WIPE" and the Client Organisation name. The Contractor is not obligated to perform data destruction work which has not been directly indicated in the Quotation or Estimate in written form by The Contractor and by the Client in the labelling or inscription of the Units prominently with the word "WIPE" and The Client organisation name. The Client agrees that requesting data destruction work by a Contractor is a second best option to in-house data destruction The Client understands that failures can rarely occur during the data destruction process. The Contractor cannot be held liable for any consequences of any failed data destruction process on the basis that The Client has elected a second best option concerning resident data on The Units in requesting The Contractor to execute such. Conversely and in line with section 4 below The Contractor is not liable for the loss of Client data during the destruction process or in removal of the Units once title has been transferred from Client to Contractor.

2.7 The Client, shall at all times in performing any of its obligations under this Agreement, comply with all applicable laws and shall obtain and comply with all necessary statutory permissions, approvals, consents, licenses and permits relating to its obligations.

2.8 If a Term is stated on the Quotation, then the Client will during this Term, require the Contractor to collect all WEEE under its control to the contractor.

2.9 The Client shall reimburse the Contractor for any road tolls, parking fees or fines which are deemed to be unavoidable or even unexpected due to the location of the Collection Point and/or duration of the loading work.

### 3. Collection of the Units

3.1 If it is shown on the Quotation or agreed that the Contractor will collect The Units then the Contractor will collect the Units from the nominated Collection Point.

3.2 The Contractor operates a time-slot booking system for all deliveries. The Client shall adhere to this time-slot system, ensuring that all deliveries are pre-booked and keep in regular contact with the Contractor's office. The Contractor reserves the right to levy a reasonable standard call-out fee for absence or cancellation by The Client which prevents The Services taking place unless a minimum of 4 hours notice of cancellation or absence has been given by The Client to The Contractor in writing.

3.3 The Contractor shall unload the Units at the Delivery Point.

### 4. Title Risk

4.1 Title to each Unit shall pass to the Contractor upon collection of the Unit by the Contractor from the Collection Point or upon delivery of the Unit to the Delivery Point whichever is earlier.

4.2 Risk associated to the Units shall likewise pass to the Contractor.

### 5. Contractor's obligations

5.1 The Contractor shall provide the Services to the Client in accordance with the Services or Service specification, subject to the Contractor having adequate recycling / treatment capacity. The capacity will be determined by the Contractor from time to time.

5.2 Subject to clause 5.3 and 5.4, any changes or additions to the Services or to the Service specification must be agreed in writing between the parties.

5.3 The Contractor reserves the right to change the Handling and Loading Guidance at any time, subject to giving the Client reasonable notice.

5.4 The Contractor will comply with all applicable laws. The terms of its Waste Management License (and any subsequent modifications) and shall obtain and comply with all further statutory permissions, approvals, consents, licenses and permits relating to its obligations as may be necessary. The Client may view a copy of the Contractor's license upon request.

5.5 The Contractor will destroy all data only as directly indicated and instructed by The Client in writing and with exclusions pertaining to in transit or secure premises theft or malice.

### 6. Price and Payment

6.1 The Client shall pay the Recycling/Disposal Price, subject to the minimum processing charge as agreed on the Quotation and, if appropriate, the Hazardous Waste Consignment Fee and Collection Price for all consignments / Units received which are not reusable. The Contractor's expert decision on reuse shall be final.

6.2 The Client shall pay the Data Destruction Price where applicable based on the issue of a Data Destruction certificate only if the Client has chosen the most secure and hence chargeable data destruction method.

6.3 The Client shall pay any unavoidable parking fees/fines associated with the collection of The Units from The Client.

6.4 The Contractor shall invoice the Client upon delivery of any Unit and the Client shall pay that invoice within 30 days of the date of the same, unless otherwise agreed, without set-off or deduction.

6.5 In the event of late payment, the Contractor may charge interest on the outstanding amount at the rate of 4% above the base lending rate from time to time of Royal Bank of Scotland PLC from the due date until full payment.

### 7. Force Majeure

7.1 Neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, Industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ("Force Majeure Event").

7.2 Each party shall give notice forthwith to the other becoming aware of a Force Majeure Event, specifying details of the circumstances.

### 8. Sub-contracting

8.1 The Contractor may sub-contract any of its obligations under This Agreement but only to sub-contractors who (where appropriate) hold a suitable Waste Permit, Waste Carrier or Waste Management Licence or other licence for the obligation being sub-contracted.

### 9. Dispute Resolution

9.1 Any dispute arising between the parties shall be referred for final determination to an expert ("the Expert") who shall be deemed to act as an expert and not as arbitrator.

9.2 The Expert shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one party to the other, shall be chosen at the request of either party by The President for the time being of the Chartered Institute of Arbitrators.

9.3 The Expert shall have the same powers to require any party to produce any documents or information to him or the other party as an arbitrator and each party shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on discovery.

9.4 Decisions of The Expert shall, in the absence of fraud and/or manifest error, be final and binding and not subject to appeal.

9.5 The fees of The Expert shall be borne by the parties as The Expert may direct.

### 10. Limitation of Liability

10.1 The following provisions set out the entire financial liability of the Contractor (including any liability for the acts or omissions or its employees, agents and sub-contractors) to the Client in respect of any breach of these terms and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

10.3 Nothing in these conditions excludes or limits the liability of the Contractor for death or personal injury caused by the Contractor's negligence or fraudulent misrepresentation.

10.4 Subject to conditions 10.2 and 10.3:

10.4.1 The Contractor's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise. Arising in connection with the performance of this Agreement shall be limited to the total of the Recycling/Disposal Price for the Unit or Units in question; and

10.4.2 The Contractor shall not be liable to the Client for any indirect or consequential loss or damage (whether loss of profit, loss of business, depletion of good will or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with The Agreement.

### 11. Whole Agreement

11.1 The Agreement and the documents referred to in the terms and conditions, constitute the entire agreement and understanding of the parties and supersede any previous agreement.

11.2 Each of the parties acknowledges and agrees that in entering into This Agreement it does not rely on and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether part to This Agreement or not) other than as expressly set out in this Agreement.

### 12. General

12.1 These terms and conditions shall apply to all WEEE Services supplied by the Contractor.

12.2 The Agreement is governed by Law and the courts of England and Wales shall have non-exclusive jurisdiction.

## TERMS AND CONDITIONS FOR THE RECYCLING OF WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)

### SCHEDULE 1 – SERVICE SPECIFICATION

#### A. Recycling

The Contractor undertakes to recycle or broker the recycling of each Unit, subject to adequate recycling capacity being available, as determined by The Contractor, in accordance with the appendix to The Directive or otherwise in accordance with the law to provide a certificate of destruction upon request. The Contractor's Waste Brokers and Waste Carriers License Number is : TNE/378667 and a copy of the licence can be made available upon request.

#### B. Record Keeping

The Contractor will record the estimated weight and/or number of Units received from the Client. Upon request or upon legal obligation the Contractor shall provide a report on the performance of the Services in such a form as The Client may reasonably require, subject to The Client reimbursing the contractor its reasonable administration costs for doing so.