



1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Acceptance Conditions	has the meaning given in clause 7.2;
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means TRS's terms and conditions of purchase set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by TRS in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and TRS for the sale and purchase of the Deliverables incorporating these Conditions and the Order;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;
Data Protection Laws	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and all guidance, guidelines, codes of practice and codes of



	conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);
Deliverables	means the Goods or Services or both as the case may be;
Force Majeure	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers' workforce;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to TRS;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not (b) including any applications to protect or register such rights (c) including all renewals and extensions of such rights or applications (d) whether vested, contingent or future (e) to which the relevant party is or may be entitled, and



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	in whichever part of the world existing;
Location	means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;
Mandatory Policies	TRS's business policies as provided to the Supplier, and amended by notification in writing to the Supplier from time to time;
Order	means TRS's order for the Deliverables as set out in TRS's purchase order form;
Price	has the meaning given in clause 3.1;
Services	means the services set out in the Order or understood by the parties to be included in the Services and to be supplied by the Supplier to TRS;
Specification	means the description or specification of the Deliverables set out or referred to in the Order;
Special Conditions	the special conditions attached to the Deliverables as set out in the Order.
Supplier	means the person who sells the Deliverables to TRS and whose details are set out in the Order;
Supplier IPR Claim	has the meaning given in clause 13.2;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and
TRS	means Total Recycling Services Limited of Lingfield Way, Yarm Road Business Park, Darlington, Co Durham, DL1 4PZ, registered with company number 06989536 and VAT number 976920865;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:



- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or TRS and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form including email;
- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
- 1.2.11 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and TRS. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that TRS otherwise agrees in writing.



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- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of TRS.
- 2.4 Each Order by TRS to the Supplier shall be an offer to purchase Deliverables subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by TRS at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify TRS promptly.
- 2.6 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which TRS reasonably considers is consistent with acceptance of the Order.

3 Price

- 3.1 The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by TRS before the date the Order is made (**Price**). No increase in the Price may be made after the Order is placed.
- 3.2 The Price for Goods includes where applicable packaging, delivery, unloading and unpacking.

4 Payment

- 4.1 The Supplier shall invoice TRS for: (a) the Goods no sooner than completion of delivery of the Goods or, if later, TRS's acceptance of the Goods, (b) Services on TRS's acceptance of the Services.
- 4.2 TRS shall pay each validly submitted invoice of the Supplier within 30 days following the end of the calendar month of receipt.
- 4.3 Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from TRS's breach, TRS shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of *two* per cent per annum above *the* Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.4 VAT shall be charged by the Supplier and paid by TRS at the then applicable rate.

5 Cancellation

- 5.1 TRS shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, TRS.
- 5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, TRS shall pay for:



- 5.2.1 in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to TRS; and
- 5.2.2 in respect of any Goods, the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund; and
- 5.2.3 in respect of any Services a proportionate amount based on a time and cost basis for the Services performed.

6 Delivery and performance

- 6.1 The Goods shall be delivered by the Supplier to the Location on the date(s) specified in the Order. The Goods shall be deemed delivered by the Supplier only on completion of unloading of the Goods at the Location.

The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order. The Services shall be deemed delivered by the Supplier only on satisfactory completion of the performance of the Services at the Location.

- 6.2 The Deliverables shall not be delivered by or performed in instalments unless otherwise agreed in writing by TRS.
- 6.3 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:
 - 6.3.1 the date of the Order;
 - 6.3.2 the relevant TRS and Supplier details;
 - 6.3.3 if Goods, the product numbers and type and quantity of Goods in the consignment;
 - 6.3.4 if Services, the category, type and quantity of Services performed;
 - 6.3.5 any special instructions, handling and other requests; and
 - 6.3.6 in the case of Goods, whether any packaging material is to be returned, in which case TRS shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 6.4 Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, TRS shall (without prejudice to its other rights and remedies) be entitled at TRS's sole discretion:
 - 6.4.1 to terminate the Contract in whole or in part;
 - 6.4.2 to purchase the same or similar Deliverables from a supplier other than the Supplier;



- 6.4.3 to recover from the Supplier all costs and losses resulting to TRS, including the amount by which the price payable by TRS to acquire those Deliverables from another supplier exceeds the price payable under the Contract and any loss of profit; and
- 6.4.4 all or any of the foregoing.
- 6.5 If TRS fails to accept delivery of the Goods on the date or within the period set out in the Order, the Supplier shall store and insure the Goods pending delivery, and TRS shall pay reasonable storage charges.
- 6.6 The provisions of clause 6.4 shall not apply to the extent TRS fails to make the Location available to the Supplier for performance of the Services.
- 7 Acceptance, rejection and inspection**
- 7.1 TRS shall not have accepted, or be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled.
- 7.2 The **Acceptance Conditions** are that:
- 7.2.1 for Goods, the Goods have been delivered to or at the Location;
- 7.2.2 for Services, the Services have been performed at the Location; and
- 7.2.3 the Deliverables comply with any Special Conditions;
- 7.2.4 TRS has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the terms and conditions of the Contract.
- 7.3 TRS shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of TRS's rights and remedies, including its right to reject.
- 7.4 Any rejected Goods may be returned to the Supplier by TRS at the Supplier's cost and risk. The Supplier shall pay to TRS a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 7.5 TRS may require acceptance tests to be performed or to be carried out, at TRS's option, either by TRS or the Supplier, and the results of the tests shall be made available to TRS.
- 7.6 Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of TRS's rights and remedies, including its right to reject.
- 7.7 The rights of TRS in this clause 7 are without prejudice to TRS's rights under clause 9.



8 Title and risk

- 8.1 Risk in the Goods shall pass to TRS on delivery and when TRS has accepted the Goods as conforming in every respect with the Contract.
- 8.2 Title to the Goods shall pass to TRS on the sooner of: (a) payment by TRS for the Goods; or (b) delivery of the Goods to TRS.
- 8.3 The passing of title shall not prejudice any other of TRS's rights and remedies, including its right to reject.
- 8.4 Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in TRS or any specifications or materials of TRS, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5 The Supplier warrants and represents that it:
- 8.5.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to TRS; and
- 8.5.2 shall hold such title and right to enable it to ensure that TRS shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

9 Warranty

- 9.1 The Supplier warrants and represents that, for a period of 24 months from acceptance (the **Warranty Period**), the Deliverables shall:
- 9.1.1 conform to any sample, their description and to the Specification;
- 9.1.2 be free from defects in design, material and workmanship;
- 9.1.3 comply with all applicable laws, standards and best industry practice;
- 9.1.4 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 9.1.5 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;
- 9.1.6 be fit for purpose and any purpose held out by the Supplier and as otherwise required to meet TRS's needs; and
- 9.1.7 any media on which the results of the Services are supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.



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- 9.2 The Supplier agrees that the approval by TRS of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.3 The Supplier warrants that it understands TRS's business and needs.
- 9.4 TRS may reject any Deliverables that do not comply with clause 9.1 and the Supplier shall, at TRS's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that TRS serves a written notice on the Supplier within the Warranty Period that some or all of the Deliverables do not comply with clause 9.1.
- 9.5 The provisions of these Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 9.6 TRS's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s 12 to 16 and the Sale of Goods Act 1979, s 13 to 15.
- 9.7 TRS shall be entitled to exercise its rights under clause 9 regardless of whether the Deliverables have been accepted under the Acceptance Conditions and notwithstanding that the Deliverables were not rejected following their initial inspection under clause 7.3.

10 General Compliance

- 10.1 The Supplier shall comply with:
- 10.1.1 the Bribery Act 2010;
 - 10.1.2 the Modern Slavery Act 2015;
 - 10.1.3 Data Protection Laws; and
 - 10.1.4 the Mandatory Policies.
- 10.2 The Supplier shall indemnify and keep indemnified TRS against all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid, demands, legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Supplier of its obligations under this clause 10.

11 Indemnity and insurance

- 11.1 The Supplier shall indemnify, and keep indemnified, TRS from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by TRS as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.



11.2 The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Deliverables and any of TRS's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to TRS, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to TRS the benefit of such insurance.

12 Limitation of liability

12.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

12.2 Subject to clauses 12.5 and 12.6, TRS's total liability shall not exceed the Price.

12.3 Subject to clauses 12.5 and 12.6, TRS shall not be liable for consequential, indirect or special losses.

12.4 Subject to clauses 12.5 and 12.6, TRS shall not be liable for any of the following (whether direct or indirect):

12.4.1 loss of profit;

12.4.2 loss of or corruption to data;

12.4.3 loss of use;

12.4.4 loss of production;

12.4.5 loss of contract;

12.4.6 loss of opportunity;

12.4.7 loss of savings, discount or rebate (whether actual or anticipated);

12.4.8 harm to reputation or loss of goodwill.

12.5 The limitations of liability set out in clauses 12.2 to 12.4 shall not apply in respect of any indemnities given by either party under the Contract.

12.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

12.6.1 death or personal injury caused by negligence;

12.6.2 fraud or fraudulent misrepresentation;



12.6.3 any other losses which cannot be excluded or limited by applicable law.

13 Intellectual property rights

13.1 All specifications provided by TRS and all Intellectual Property Rights in the Deliverables made or performed in accordance with such specifications shall vest in and remain at all times the property of TRS and such specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to TRS absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in TRS's opinion to so vest all such Intellectual Property Rights in TRS, and to enable TRS to defend and enforce such Intellectual Property Rights.

13.2 The Supplier shall indemnify TRS from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by TRS as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party (a **Supplier IPR Claim**).

13.3 If any Supplier IPR Claim is made or is reasonably likely to be made against TRS, the Supplier shall promptly and at its own expense either:

13.3.1 procure for TRS the right to continue using and possessing the relevant Intellectual Property Rights; or

13.3.2 modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,

provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by TRS in respect of the affected Intellectual Property Rights.

14 Confidentiality and announcements

14.1 The Supplier shall keep confidential all Confidential Information of TRS and of any Affiliate of TRS and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

14.1.1 subject to clause 15, any information which was in the public domain at the date of the Contract;

14.1.2 subject to clause 15, any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

14.1.3 subject to clause 15, any information which is independently developed by the Supplier without using information supplied by TRS or by any Affiliate of TRS; or



14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

14.2 This clause shall remain in force in perpetuity.

14.3 Subject to clause 15, the Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15 Force majeure

15.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

15.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

15.1.2 uses best endeavours to minimise the effects of that event.

15.2 If, due to Force Majeure, a party:

15.2.1 is or shall be unable to perform a material obligation; or

15.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days;

15.2.3 the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

16 Termination

16.1 TRS may terminate the Contract or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:

16.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable;

16.1.2 the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

16.1.3 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

16.2 TRS may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:



- 16.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 16.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if TRS reasonably believes that to be the case;
 - 16.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 16.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 16.2.5 has a resolution passed for its winding up;
 - 16.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
 - 16.2.8 has a freezing order made against it;
 - 16.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
 - 16.2.10 is subject to any events or circumstances analogous to those in clauses 16.2.1 to 16.2.9 in any jurisdiction;
 - 16.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 16.2.1 to 16.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 16.3 The right of TRS to terminate the Contract pursuant to clause 16.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 16.4 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle TRS to terminate the Contract under this clause 16, it shall immediately notify TRS in writing.
- 16.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of TRS at any time up to the date of termination.



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17 Notices

17.1 Any notice given by a party under these Conditions shall:

17.1.1 be in writing and in English;

17.1.2 be signed by, or on behalf of, the party giving it; and

17.1.3 be sent to the relevant party at the address set out in the Contract

17.2 Notices may be given, and are deemed received:

17.2.1 by hand: on receipt of a signature at the time of delivery;

17.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the *second* Business Day after posting; and

17.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission.

17.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 17.1 and shall be effective:

17.3.1 on the date specified in the notice as being the date of such change; or

17.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

17.4 All references to time are to the local time at the place of deemed receipt.

17.5 This clause does not apply to notices given in legal proceedings or arbitration.

17.6 A notice shall not be given under this agreement by email.

18 Cumulative remedies

The rights and remedies provided in the Contract for TRS only are cumulative and not exclusive of any rights and remedies provided by law.

19 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Supplier's obligations only.

20 Further assurance

The Supplier shall at the request of TRS, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.



21 Entire agreement

- 21.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 21.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 21.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

22 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, TRS.

23 Assignment

- 23.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without TRS's prior written consent, such consent not to be unreasonably withheld or delayed.
- 23.2 Notwithstanding clause 23.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives TRS prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Supplier acknowledges and agrees that any act or omission of its Affiliate in relation to the Supplier's rights or obligations under the Contract shall be deemed to be an act or omission of the Supplier itself.

24 Set off

- 24.1 TRS shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract or under any other contract which TRS has with the Supplier.
- 24.2 The Supplier shall pay all sums that it owes to TRS under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in



it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26 Equitable relief

The Supplier recognises that any breach or threatened breach of the Contract may cause TRS irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to TRS, the Supplier acknowledges and agrees that TRS is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

27 Severance

27.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

27.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

28.1 No failure, delay or omission by TRS in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by TRS shall prevent any future exercise of it or the exercise of any other right, power or remedy by TRS.

28.3 A waiver of any term, provision, condition or breach of the Contract by TRS shall only be effective if given in writing and signed by TRS, and then only in the instance and for the purpose for which it is given.

29 Conflicts within contract

29.1 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

29.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.



30 Costs and expenses

The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

31 Third party rights

31.1 Except as expressly provided for in clause 31.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

31.2 Any Affiliate of TRS shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

32 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).



TOTAL RECYCLING SERVICES

Head Office: Lingfield Way, Yarm Road Business Park, Darlington, DL1 4PZ.
Tel: 01325 464 713, www.totalrecyclingservices.co.uk

PURCHASE ORDER FORM

Commercial terms

Date:

Contract No:	[CONTRACT NUMBER]
Supplier:	[COMPANY NAME] LIMITED (No. [NUMBER])
Supplier's address:	[REGISTERED ADDRESS]
Supplier's representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Location:	[insert delivery location]
TRS VAT number:	976920865
TRS representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Services Start Date:	[[DATE]
Services:	[DESCRIPTION], as further detailed in the Error! Reference source not found.
Goods:	[Describe goods] as further detailed in the Error! Reference source not found.
Price:	[set out price]



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SPECIAL CONDITIONS

Special Conditions Goods

Reference	Goods	Description / Special Conditions

Special Conditions Services

Reference	Services	Description / Special Conditions

Delivery and performance dates/periods:

The Supplier has read and accepts the Order and Contract subject to the Conditions above.

Signed by or on behalf of the Supplier.....Date.....201[]

Name.....Position.....

Signed by or on behalf of TRS.....Date.....201[]

Name.....Position.....