

Commercial Operating Procedures for Approved Service Providers and Suppliers



Conditions of Purchase

1. Definitions

In this Contract:

- 1.1 **Company** means Ecoefficiency Limited (UK) Ltd (registered in England under registration number 06900596) or any of its trading divisions
- 1.2 **Supplier** means the company or organisation who undertakes the supply of Goods or Services and to which the Order is addressed
- 1.3 **Client** means the Company's customer to whom the Goods or Services are supplied
- 1.4 **Contract** means this Contract between the Company and the Supplier for the supply of Goods or Services, embodying these Conditions and any Unit, Price, specification or special instructions referred to or detailed on the Order, which contract solely comprises the Order
- 1.5 **Conditions** means the standard terms and conditions of Contract set out in this document
- 1.6 **Order** means these conditions and any matters detailed in the Company's written purchase order confirmation and such other documents as therein may be referred to
- 1.7 **Acceptance** means the delivery of the Goods or commencement of the Services, by the Supplier and which shall be deemed to constitute acceptance of these terms and conditions, together with the, Price, time of delivery, date of delivery and any other information contained within the Company's purchase order confirmation
- 1.8 **Goods** means the goods to be supplied by the Supplier under this Contract
- 1.9 **Services** means the services to be supplied by the Supplier under this Contract
- 1.10 **HSWA74** means the Health & Safety at Work etc. Act 1974
- 1.11 **Indemnity** means the indemnity referred to in Clause 5 of these Conditions
- 1.12 **Price** means the amount shown on the Company's written purchase order confirmation as the Contract price of the Goods and Services
- 1.13 **Unit** means a single item of Goods or Services, or the lowest multiple of the Goods or Services, which can be priced
- 1.14 **Site** means any location of the Company's Client to which the Company's purchase order confirmation refers
- 1.15 **Authorised Representative** means the person with authority to sign contracts or agree variations in respect of contracts or conditions on behalf of the Company and will be of no lesser designation than that of a Director

2. General

The Supplier agrees to supply the Goods or Services to the Company in accordance with the following terms and conditions

3. Contract Terms and Conditions

- 3.1 The Supplier will notify the Company in writing immediately (same day) upon receipt, if this Order is disputed and if no such notification is received from the Supplier, it will deem Acceptance by the Supplier of the Order and the Company's terms and conditions
- 3.2 The Supplier agrees that these are the only terms and conditions which regulate the Contract between the Company and the Supplier, save for any terms implied by statute or common law
- 3.3 These terms and conditions supersede any terms and/or conditions of whatever nature of the Supplier, whether expressed to be by way of offer, acceptance, counter-offer or otherwise
- 3.4 Any attempt by the Supplier to vary or amend these terms and conditions will not be binding upon the Company unless agreed in writing by an Authorised Representative of the Company
- 3.5 Any typographical, clerical or other error or omission contained within the Order shall be subject to correction by the Company without liability on the part of the Company

4. The Goods/Services

- 4.1 The Goods and Services shall:
 - 4.1.1 conform in all respects with the Order and
 - 4.1.2 be of the very best quality and
 - 4.1.3 meet the specification as to quality, quantity, standards or description required by any regulations and any requirements of the Company, its agents or advisers or the Company's client or client's agents or advisers or any statutory or other body and
 - 4.1.4 be as safe as persons generally are entitled to expect and
 - 4.1.5 be fit for any particular purpose for which the Goods and Services are being bought which expressly or by implication is made known to the Supplier or which it ought reasonably to have known and
 - 4.1.6 comply in design, construction and quality with all relevant codes of practice and other regulations affecting the same which may be in force when the Goods and Services are supplied including, but not limited to British Standards and codes of practice and manufacturers' recommendation
- 4.2 Whether or not the Price has been paid and without prejudice to any other rights it may have, the Company reserves the right either,
 - (a) to reject Goods or Services which are faulty or do not conform with any of the requirements of clause 4.1 or are defective due to the Supplier's erroneous instruction as to use or erroneous data, or
 - (b) (at the Company's option), to implement remedial works to such Goods or Services at the Supplier's expense. In either case the Company shall be entitled to deduct from the Price or from any other sums due to the Supplier under the Contract or any other Contract with the Company or be promptly reimbursed by the Supplier (as appropriate) all direct and consequential loss, damage, costs and expenses sustained by the Company in accordance with the Indemnity
- 4.3 The Supplier has had the opportunity to inspect all related contracts entered into by the Company and is deemed to enter into this Contract with full knowledge of all the relevant provisions of any relevant contract and the Supplier shall be bound by the provisions of any clause in such relevant contracts so far as applicable to this Contract, including without prejudice to the foregoing those provisions relating to the quality, any specification and purpose for the Goods or Services
- 4.4 The Supplier will have satisfied themselves beforehand of the suitability of access to and egress from the Site (including ground conditions) and to the suitability of any material for collection, treatment, disposal, recycling or recovery and in this context no claim for additional charges will be accepted by the Company in circumstances where such instances may give rise to any additional charges or claim from the Supplier

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5. Indemnity

The Supplier will fully indemnify the Company against the following: -

- 5.1 All direct and consequential loss, expenses, claims, costs, actions, damage or injury suffered by the Company for which the Company may be liable (including claims by third parties) and caused by or arising from any breach of contract, act or omission or wilful misconduct of the Supplier, its employees, agents or subcontractors or any defect in the materials used in the manufacture of the Goods or Services or any defect in the design, processing, storage or transport of the Goods
- 5.2 Any claims in respect of death or personal injury howsoever caused to any of the employees of, the Supplier or that of the Company or the Company's Client, occurring whilst they are on or about the Site or other place of business of the Company, but subject to the provisions of s2 (1) of the Unfair Contract Terms Act 1977 and HSWA74 and all regulations enacted pursuant to either Act

6. Insurance

- 6.1 The Supplier shall effect and maintain the following insurance in such amounts as the Company may reasonably require subject to the following minimums. The insurance limits so agreed shall not be regarded as in any way limiting the Supplier's liability
 - 6.1.1 Public and Products Liability insurance cover of at least £5,000,000, and
 - 6.1.2 Employer's liability insurance cover in respect of the Indemnity of at least £10,000,000, and Insurance against loss of or damage to the Goods by fire, theft or any other normally insurable risk at any time after the title therein has passed to the Company and before delivery to include any consequential loss which the Company may thereby suffer in respect of delay or disruption in the performance of the Contract, such insurance to be for the benefit of the Company, and
 - 6.1.3 if applicable, Professional Indemnity insurance of at least £1,000,000
- 6.2 The Supplier shall produce to the Company on request current policies and premium receipts in respect of the insurances referred to above and in default the Company may without prejudice to any other right or remedy, effect such insurances itself and recover the cost of so doing from the Supplier
- 6.3 **Goods in Transit:** The Supplier, when carrying materials of value, upon the Company's and their Clients behalf, will ensure that they have the appropriate and current, Goods in Transit insurance and will insure all such loads on an "All Risks" basis, against loss and provide the Company with an indemnity against such loss, (howsoever the loss may be caused) and without limitation.

7. Title and Risk

- 7.1 Title to the Goods and Services shall vest in the Company at whichever is the earlier of the following events, namely, when the goods are delivered to the Site in accordance with clause 10 or on payment in whole or part by the Company of the Price
- 7.2 The risk of damage to, or loss of the Goods and Services remains with the Supplier until such time as delivery to or collection from the Site has been acknowledged by the Company. The passing of risk or title shall be without prejudice to any of the rights of the Company under or arising out of the Contract
- 7.3 For avoidance of doubt, any container(s) or equipment that has been off hired by the Company, either verbally or in writing, will have deemed to have been off hired and collection by the Supplier or the Suppliers representative to have taken place 24 hours following such notice being given by the Company and the Company will have no responsibility for any, loss, continued hire charges or damage to the container(s) or equipment after this period of time has elapsed

8. Damage to Property or Equipment

- 8.1 The Supplier acknowledges an onus upon their part to report to the Company any accident(s) or damage whilst on the Company's or their Client's Site no later than 24 hours following such occurrences or immediately where such accidents involve injury to person
- 8.2 The Supplier further acknowledges that in instances where damage is caused to the Suppliers property or equipment, written acknowledgement of the damage **must** be obtained from the Company's Clients authorised representative **prior to leaving Site** and failure to follow such procedure may result in the Company rejecting any claim from the Supplier. Additionally, the Supplier will be required to provide photographic evidence of the damage to substantiate any claim.

9. The Contract Period and Payment

- 9.1.1 The Supplier will invoice the Company at the price stated on the Company's Order and the Supplier's invoice MUST state the Company's Order number, date of service, movement ticket number, the Company's Client and Site, type of service, quantity and be a bonafide tax invoice stating the tax date and relevant level of VAT or if applicable any other governmental tax and should be accompanied by signed delivery, exchange or collection tickets (transfer notes) or consignment notes, for each and every transaction
- 9.1.2 Where a Supplier is charging by weight or is requested by the Company to do so, supporting weighbridge tickets will be required in the prescribed form as detailed by the Weights and Measures Act 1985 and for avoidance of doubt, will be electronically produced documents and will not be in a hand written format, unless specifically agreed in writing beforehand with the Company, and
- 9.1.3 all invoices should be addressed and sent to, the Company's Accounts Payable Department, Ecoefficiency Ltd, Armstrong House, 4-6 First Avenue, Finningley, Doncaster, South Yorkshire, DN9 3GA and
- 9.1.4 failure by the Supplier to provide such information as detailed in clause 9.1.1 or invoices being sent to an incorrect address other than that stated in 9.1.2 will result in the Suppliers invoice being rejected or delayed for payment
- 9.2 Unless otherwise agreed in writing by the Company, the Goods or Services shall be supplied at the Price per Unit stated upon the Order and the Supplier shall not be entitled to increase any prices(s) nor to make any additional charge(s) whatsoever, other than those stated upon the Order and if the Supplier deems that a price increase is necessary, the Supplier will provide a minimum of 1 months written notice to the Company of their intention to increase their price(s) and such notice must be supported by a detailed justification for any increase. No price increase will become effective unless and until it has been agreed in writing by the Company and is signified by the Company, by the issuing of a new Order(s) to confirm the same.
- 9.3 The Company has the right to set off against any payment due under the Contract or any other contract between the Company and the Supplier any sum however arising and (whether, but not limited to, both liquidated or un liquidated damages) due and owing to it from the Supplier
- 9.4 Unless otherwise agreed in writing the Company's payment terms are 30 days from the end of the month, the end of the month being defined as: -
 - 9.4.1 Suppliers invoices which are received by the Company by the 5th of the month following the month in which delivery was made will be treated as having been received by the Company in the month of delivery and
 - 9.4.2 invoices received after 5th of the month following the month of delivery will be treated as having been received in the month following that of delivery or in the month of receipt, whichever is later and

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- 9.4.3 the Supplier agrees that any agreed discount will be given to the Company and will not be forfeited if the Company makes payment in accordance with the provisions of clause 9
- 9.5 No payment by the Company shall imply acceptance of any of the Goods or Services supplied and payment shall not in any way restrict any claims or rights the Company may otherwise have against the Supplier
- 9.6 **IMPORTANT: the Company reserves the right to refuse payment to the Supplier in the following circumstances: -**
 - 9.6.1 whilst the Company is awaiting the resolution of any queries with the Supplier and
 - 9.6.2 for any credit notes not received and due to the Company from the Supplier and
 - 9.6.3 for any unsigned delivery or collection notes in accordance with clauses 10.12 and 20 of these conditions or
 - 9.6.4 where the delivery or collection notes are illegible (the Supplier should note that the Company requires the top copy of any delivery or collection note and the signed second or bottom copy is to be left at the Company's Client's Site)
 - 9.6.5 if the Supplier is requested to supply copies of delivery or collection/transfer notes, or consignment notes, or weighbridge tickets, the Supplier will promptly provide the same without additional cost to the Company
 - 9.6.6 Where the Supplier has not returned compliance documentation (i.e. copies of the Supplier's Certificates of, Public, Products and Employers Liability Insurance, and if applicable, Professional Indemnity Insurance, carrier license(s), site permit(s), site exemptions or Health & Safety Codes of Practice Acknowledgement(s) or accident frequency data or landfill diversion data or any other such data or information requested or required by the Company, in order to maintain the accreditation status of the Supplier, in respect of the Company's Approved Supplier list so required to maintain the Company's ISO14001 accreditation.
- 9.7 **LATE INVOICING:** The Company requires all charges for the Goods and Services to be invoiced in a timely manner and the Company reserves the right to refuse any charges invoiced by the Supplier which are received later than 90 days from the date of the Goods and Services being satisfactorily carried out

10. Delivery

- 10.1 Unless otherwise agreed in writing by an Authorised Representative of the Company, the Supplier shall deliver the Goods or Services to the Site at such, times, date or dates, as may be specified by the Company
- 10.2 Delivery must be effected within the time stated on the Order or any extended time subsequently agreed in writing by the Company. The Supplier acknowledges that if it fails to supply the Goods or Services by the delivery times or date(s), it may result in completion of any other related contract being delayed and the Company may incur additional costs and be liable for liquidated damages imposed by any such related contract and claims for delay and disruption from subcontractors who cannot progress their works as a result of the failure to deliver Goods or Services on time and if such costs are incurred they may be passed on to the Supplier or be deducted from any monies due to the Supplier
- 10.3 Unless expressly specified in the Order or agreed by the Company in writing the Supplier's contractual responsibility to supply the Goods or Services shall not be avoided by reason of any strikes, lockouts or other labour difficulties of the Supplier and/or delays in the supply of materials, fire or flood
- 10.4 Delivery by the specified delivery date is of the essence and in default the Company shall be entitled to terminate the Contract in respect of either delivered and undelivered Goods or Services or any combination of the same. On such termination, the Company shall, without prejudice to any other claim for damages or otherwise, be entitled to recover from the Supplier any additional expenditure, which may be incurred by the Company in obtaining other Goods or Services in replacement for those in respect of which the Contract has been terminated
- 10.5 The Company shall have the right to refuse to accept or take receipt of Goods or Services delivered in advance of the delivery date
- 10.6 In the event that the Company is unable to accept delivery of the Goods, the Supplier shall store the Goods at its own expense and risk and shall safeguard them until delivery
- 10.7 The Company may return, at the Supplier's expense, any Goods and Services delivered in excess of the quantity ordered
- 10.8 If a carrier is appointed in connection with the Order, it shall be deemed to be an agent of the Supplier and not of the Company
- 10.9 The Supplier shall be responsible for packing the Goods properly to ensure adequate protection before and after delivery. Unless expressly agreed by the Company, the Company is not liable to provide means for unloading Goods and the cost of all packaging or crates shall be deemed to be included in the Price of the Goods. If practicable the Company will at the Supplier's request and expense return any packaging material or crates to the Supplier provided,
 - (a) that the Company shall be entitled to retain such packaging or crates for as long as the Company shall require in connection with the storage of the Goods and
 - (b) that the Company shall have no liability for any loss of or damage to such packaging or crates whatsoever
- 10.10 In making deliveries to and collections from Site the Supplier shall be responsible for ensuring that all, Acts, relevant statutes, other instruments and regulations, having the force of law and in particular, but not limited to, those concerned with, Health and Safety at Work, the Construction and Use of Vehicles and the Protection of the Environment, are observed and are fully complied with
- 10.11 The Supplier will provide to the Site (**with each delivery or collection**) full and adequate information concerning the nature of the Goods or Services and ensure that during use they will be safe and without risk to health and safety when properly used
- 10.12 **Signatures MUST be obtained by the Supplier for the Goods and Services received or collected from the Site and as such these will indicate only acknowledgement by the Company that a delivery or collection of Goods and Services has taken place**

11. Call off Notices

- 11.1 If the Company requires additional Units to be delivered or Services to be carried out to meet its or its Clients demands it shall do so by issuing further Orders and the Supplier shall not add such Units to be delivered or Services to be carried out to pre existing Orders and furthermore the Supplier will not in this context accept Orders directly from the Company's Client(s) and add them to pre existing Orders
- 11.2 If the Company requires more Units or Services than are to be supplied at the Price, the Company may, by the issuing of further Orders to the Supplier, order more Units or Services at the agreed Price per Unit
- 11.3 The Supplier shall arrange delivery of Units of the Goods or Services ordered by the Order within the time period specified on the Order
- 11.4 Any additional Units or Services ordered and confirmed by the Order, are supplied pursuant to and subject to the terms and conditions of the Contract
- 11.5 The Supplier accepts that if orders are taken verbally from Site or from the Company's Client or from the Company's staff, without a written Order from the Company being issued, the cost of such Goods despatched, or Services undertaken, will be solely at the Suppliers own risk and at the Company's sole discretion costs of such unauthorised transactions may be rejected

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12. Labelling, Instructions and Warnings

- 12.1 The Supplier warrants that the labelling and packaging of the Goods and Services shall comply with the requirements of any statute, other instrument or regulation having the force of law and that all necessary information about the use for which the Goods and Services are supplied has been provided to the Site
- 12.2 The Supplier shall supply with the Goods and Services such written instruction, information and warnings, as may be necessary for the safe and effective use of the Goods and Services and or, for the Company to comply with its obligations under any statute, other instrument or regulation or other obligation of the Company current at the date of supply

13. Force Majeure

- 13.1 The Company shall have no liability whatsoever for the non-performance of any of its obligations hereunder as a result of the Company's business being interrupted or affected by force majeure including, lock-outs, strikes, accident, fire, explosion, flood, shortage of labour or any other events beyond its reasonable control
- 13.2 In the event of the Company's business being affected, as set out above, the Company may, without liability, cancel or vary the terms of the Contract, including, but not limited to, extending the time for performing the Contract for a period at least equal to the time lost by reason of such causes

14. Breach

Any substantial breach of any term of the Contract by the Supplier shall (whether the Company accepts the Goods or Services or any part thereof and whether the property in the Goods has passed to the Company or not) entitle the Company, should it so wish, to treat the Contract as repudiated or treat any such breach as a warranty giving rise to a claim for damages without prejudice to any other rights the Company may have

15. Cancellation

- 15.1 The Contract can be cancelled forthwith at any time by the Company, giving the Supplier oral or written notice
- 15.2 On cancellation, the Company shall pay for all Units in which the Company has title or Services at the time of cancellation at the agreed Price per Unit
- 15.3 The Company shall not be liable for any loss (including consequential loss) incurred by the Supplier on cancellation pursuant to this clause

16. Confidentiality

- 16.1 Without there being prior written consent from the Company the Supplier shall treat the Contract including all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party, nor use such designs, drawings, specifications and information, other than for the purposes of the Contract
- 16.2 The Supplier shall not use the Company's name for any publicity purposes without the prior written consent of the Company

17. Non-Compete

- 17.1 The Supplier agrees not to approach directly any Client of the Company, either with the purpose of undertaking the Services directly or through any third party or for any other purpose following which the result would be to undertake the Services for the Client, or any other similar services for the Client
- 17.2 If so approached by the Client, the Supplier will decline to offer such Services and refer the Client to the Company
- 17.3 The Supplier acknowledges that failure to observe the conditions of this clause will render the Supplier in breach of contract and the Company will be entitled to compensation for direct or indirect loss (whether for loss of goodwill, loss of profits, economic loss, business or otherwise) as a result of such breach

18. Liquidation or Receivership

- 18.1 If the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or a firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation; or
 - 18.1.1 an administrative receiver or administrator is appointed over any property or assets of the Supplier; or
 - 18.1.2 the Supplier ceases, or threatens to cease, to carry on business; or
 - 18.1.3 the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly, then the Company shall be entitled to terminate the Contract without liability to the Company by giving notice to the Supplier at any time and the Company may forthwith enter upon the premises of the Supplier with or without transport and take possession of the Goods, title to which is vested in the Company pursuant to this Contract and the Supplier hereby grants an irrevocable licence to the Company for such purpose
- 18.2 The exercise of rights granted to the Company under this clause shall not prejudice or affect any right, action or remedy which shall have accrued or shall accrue to the Company
- 18.3 The Company shall be entitled to set off against monies owed by it to the Supplier under the Contract or other contracts between the Company and the Supplier any costs or expense the Company has incurred as a result of termination of the Contract pursuant to this clause.

19. Health and Safety

- 19.1 The Supplier shall ensure that the Goods or Services are in accordance with the requirements of the Health and Safety at Work etc. Act 1974 and all regulations and codes of practice enacted pursuant thereto and that the Supplier's employees, subcontractors and agents are familiar with any procedures or codes of practice of the Company's Client applicable to the Site and comply therewith and ensure that the Suppliers employees, subcontractors and agents are provided with and wear and/or use the appropriate personal protective equipment (PPE)
- 19.2 In circumstances where there is intervention by the HSE, which results in an **Intervention Fee(s)** being incurred by the Company, such fees, plus any other associated costs incurred by the Company, will be recoverable from the Supplier and the Supplier warrants to fully indemnify the Company in respect of such fees and associated costs, should they be incurred by the Company
- 19.3 In circumstances where the Supplier is required to site containers on the public highway it will be incumbent upon the Supplier to obtain the necessary permits and provide and maintain the necessary signage and lighting to safely execute the Services on behalf of the Company or the Company's Client and unless expressly provided for on the Company's Order such associated costs will be at the expense of the Supplier.

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20. Environmental

- 20.1 The Supplier will ensure that any work undertaken on behalf of the Company is undertaken in accordance with the requirements of The Environmental Protection Act 1990 and its subsequent regulations and in particular Section 34 Duty of Care as regards waste, The Environmental Protection (Duty of Care) Regulations 1991, Waste (England & Wales) Regulations 2011, subsequent amendments, and codes of practice
- 20.2 Failure by the Supplier to comply with any of the provisions of Condition 20 will require the Supplier to indemnify the Company against all costs claims and fines relating to any failure to comply, including any such costs incurred by the Company in defence of any breach of this condition
- 20.3 Where the Supplier is required to provide and maintain the requisite level compliance paperwork required by law and the Company this will be without additional or separate charge to the Company

21. Limitation

The provisions of section 5 of the Limitation Act 1980 shall not apply to the Contract and the Company and the Supplier agree that they will not rely upon a defence pleading section 5 of the Limitation Act 1980 in any proceedings commenced under the Contract. No action shall be brought under the Contract against the Company after the expiration of 3 years from the date on which the cause of action accrued

22. Miscellaneous

- 21.1 The headings in these conditions are for convenience only and do not form part of or affect the interpretation of these conditions.
- 21.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 21.3 If any provision of these conditions is or becomes illegal, void or unenforceable for any reason the validity of the remaining provisions shall not be affected

23. Data Protection

- 23.1 The Supplier warrants that:
- 23.2 It has complied and shall comply with the provisions of the Data Protection Act 1998 ("the Act")
- 23.3 To the extent that it processes Personal Data (as defined in the Act) on behalf of the Company or its Client, it shall only do so for the purposes of performing its obligations under the Contract and in accordance with any instructions issued by the Company or their Client from time to time and
- 23.4 It shall at all times ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, such Personal Data
- 23.5 Call Monitoring
The Company monitors and records all calls and such data is either used for training purposes to improve performance and to record business transactions with the Supplier in the event of any queries arising at a later date.
Calls are recorded within the strict criteria and guidance of Ofcom
<http://www.ofcom.org.uk/static/archive/oftel/consumer/advice/faqs/prvfaq3.htm> and such criteria is strictly observed in accordance with Reconomy ITC Policy, a copy of which can be provided upon request.

24. The Bribery Act 2010

- 24.1 The Supplier warrants that it fully complies with the Bribery Act 2010 and for avoidance of doubt; this includes, but is not limited to, any of the Suppliers, associates, agents and subcontractors
- 24.2 In this context the Company reserves the right to audit the Suppliers internal policies or any associated codes of conduct,
- 24.3 The Supplier will familiarise and comply fully with the Company's Anti-Bribery & Corruption Policy and procedures and any queries or questions in respect of this policy or procedure should be directed to the, compliance@ecoefficiency.co.uk
- 24.4 Any breach of the Act or the Company's Anti-Bribery & Corruption Policy will entitle the Company to immediately terminate the Contract

25. Foreign Workers

The Supplier takes full responsibility for any foreign workers employed by the Supplier, involved in supplying the Goods or Services, and warrants that all such workers hold the appropriate permits and/or immigration clearance documents required by governing legislation. Failure to do so will be deemed as a material breach of the Contract and will result in the Suppliers termination in accordance with clause 14

26. The Modern Slavery Act 2015

- 26.1 The Supplier warrants that it fully complies with the Modern Slavery Act 2015 and for avoidance of doubt; this includes, but is not limited to, any of the Suppliers, associates, agents and subcontractors within the supply chain
- 26.2 In this context, the Company reserves the right to audit the Suppliers internal policies or any associated codes of conduct, or the suppliers supply chain partners, in order that there is compliance.
- 26.3 The Supplier will familiarise and comply fully with the Company's Policy – **on Anti-Slavery, Human Trafficking and Human Rights** and Guidance – **Preventing modern slavery in the supply chain** and procedures contained therein. Any queries or questions in respect of this policy or guidance should be directed to the compliance@ecoefficiency.co.uk
- 26.4 Any breach of the Act or the Company's Policy – **on Anti-Slavery, Human Trafficking and Human Rights** will entitle the Company to immediately terminate the Contract and the Supplier will indemnify the Company in respect of any such breach of the Act and the Company will be entitled to be fully compensated by the Supplier in respect of, all costs, penalties, fines and associated loss, including the Company's legal and administrative costs, incurred with respect to any breach.

27. Assignment etc.

The Supplier shall not without the consent in writing of the Company assign, transfer or sub-let the Contract (in whole or in part) and any such consent shall not release the Supplier from any of its obligations under the Contract

28. Notices

- 28.1 Any notice to be given under this Contract is to be in writing and is to be given by hand, or sent by special or recorded delivery post, e-mail or by facsimile transmission to the address or facsimile number of the relevant party shown on the face of the Company's Order
- 28.2 If the notice is sent by special or recorded delivery, it is deemed received two working days after the day it was posted

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28.3 If the notice is delivered by hand or sent by facsimile transmission or e-mail, it is deemed received on the day it is delivered or transmitted if it is delivered or transmitted between the hours of 9.00 am and 5.00 pm on a working day, failing which it is deemed, received on the next working day

29. Governing Law

The construction, validity and performance of the Contract shall be governed in all respects by English Law and the parties agree to submit to the exclusive jurisdiction of the English courts

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