

# Aim to Recycle

## Conditions of Sale

### General

The Terms & Conditions of Sale outlined herein (hereinafter referred to as "The Contract") shall apply to the sale by Aim to Recycle (hereinafter referred to as "The Company") to the person, firm or company to whom the offer is made (hereinafter referred to as "The Purchaser") of material, product or equipment, (hereinafter referred to as "The Material").

Unless otherwise agreed in writing by The Company it shall be understood that for The Company to proceed with any work, then this work shall be carried out only in accordance with the terms and conditions outlined herein. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ANY TERMS PUT FORWARD BY THE PURCHASER UNLESS THE COMPANY AGREED EXPRESSLY TO ANY MODIFIED TERMS, IN WRITING. NO CONDUCT (OTHER THAN THAT DESCRIBED HEREIN) SHALL CONSTITUTE ACCEPTANCE OF ANY TERMS PUT FORWARD BY THE PURCHASER.

### Terms of Payment

Unless otherwise agreed between the parties the terms of payment are net cash within thirty days of invoice and prices charged would be those applying at date of dispatch. The company reserves the right to charge interest, at 5% over the base rate, from time to time, of the National Westminster Bank PLC, on all overdue accounts. This interest shall accrue on a day to day basis.

### Title

Until payment has been made in full, of all sums due to The Company under the terms of this Contract, the Material shall remain the property of The Company.

The purchaser shall be at liberty to sell the goods as principal, (but shall incorporate terms and conditions so as to give effect to these Terms and Conditions) in the ordinary course of business, provided that the benefits of such contract for sale or proceeds of sale shall be the property of The Company and be held in trust for the Company absolutely. Save and accept the Company may at any time, by giving notice in writing, terminate the Purchaser's power of sale, as described above, the Company shall have the right to repossess the Property. If necessary The Company shall have the right to enter The Purchaser's premises to recover the Property.

Neither party shall assign this contract without permission from the other party, save and except, that the Company shall be at liberty, to assign or transfer the Company's right to receive, either all or a proportion of the benefits due under this contract, at any time, and without approval from the Purchaser.

Notwithstanding that the Property may not have passed to the purchaser the risk in that Property shall have passed to the purchaser at the time of the first tender of delivery to the Purchaser his carrier or his agent.

### Delivery and Delays

Delivery dates quoted by the company shall be deemed as estimated dates. There shall be no event in which delivery dates shall be considered as being covered by the concept of "time is of the essence".

Without prejudice the Company shall not be liable for any delays whether caused by "force majeure" or any lesser difficulties, such as strikes or difficulties in obtaining resources of any kind and acceptance of these conditions shall constitute a waiver over any claims for delay.

### Taxes

All prices are exclusive of taxes (including without limitation any sales or value added tax), port rates, transportation, insurance, custom dues, licence fees or other charges.

### Set off

The purchaser nor any affiliated company or assignee shall have the right to set off any claims against any amounts which become payable to the company under this contract or otherwise.

### Warranty

Unless a specific warranty is agreed between the Purchaser and the Company in writing, the Company excludes all warranties, conditions or representations of all kinds, express or implied. Statutory or otherwise, (save that of Title), including all implied warranties or conditions relating to satisfactory quality or fitness for purpose.

### Limitation of liability

The remedies of The Purchaser set forth herein are exclusive and are the total liability of the Company. The Company shall in no event be held responsible by the Purchaser, his successor or assignee for any consequential, (whether foreseeable or otherwise) incidental, punitive or other damages that arise out of this contract or breach thereof.

### Governing Law

The rights of both the Purchaser and the Company shall be governed and constrained by the laws of England.

### Execution

The company shall not be bound by any contract or any modification thereto unless approved and signed by an officer of the company. The contract when signed shall supersede all previous communications whether in writing or orally.