

CONDITIONS OF PURCHASE

Purchase Orders placed by Renewi are subject to the following Conditions of Purchase

1. DEFINITION OF TERMS

- 1.1 **'Construction Act'** shall mean Part II of the Housing Grants, Construction and Regeneration Act 1996 and incorporating the amendments set out in the Local Democracy, Economic Development and Construction Act 2009
- 1.2 **'Contract'** shall mean the contract between Renewi and the Seller for the Works in accordance with these Conditions of Purchase (or terms and conditions amended from time to time in accordance with section 11)
- 1.3 **'Individuals'** shall mean all natural persons employed or engaged by the Seller to perform its obligations under the Contract
- 1.4 **'Intellectual Property Rights'** shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
- 1.5 **'Order'** shall mean the order for the Works as set out in the purchase order form provided by Renewi or the written acceptance by Renewi of the Seller's quotation
- 1.6 **'Renewi'** shall mean the company raising the Order (whose company details are stated on the Order), its successors and assigns
- 1.7 **'Seller'** shall mean the person or company from whom Renewi purchases the Works
- 1.8 **'Works'** shall mean the supply of all goods (including but not limited to plant) and services of every kind and work to be done under the Order

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by Renewi to purchase the Works. The Order shall be deemed to be accepted on the earlier of:
 - 2.1.1 the Seller issuing written acceptance of the Order; or
 - 2.1.2 any act by the Seller consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**'the Commencement Date'**).
- 2.2 These Conditions of Purchase apply to the Contract to the exclusion of any other term that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (except where Renewi and the Seller have agreed in writing that other terms shall apply and these Conditions of Purchase are issued for administrative purposes only).

3. TERMS OF PAYMENT WHEN THE CONSTRUCTION ACT DOES NOT APPLY

- 3.1 The Seller shall invoice Renewi on or any time after the completion of delivery and/or completion of the Works and all invoices must:
 - 3.1.1 be addressed to the company stated on the Order; and
 - 3.1.2 bear the purchase order number, line number and description as stated on the Order; and
 - 3.1.3 separately show any VAT properly chargeable to Renewi in respect of the Works being invoiced; and
 - 3.1.4 be submitted by email to payables.uk@renewi.com (or, where it is not possible to submit by email, posted to Accounts Department, Renewi, Dunedin House, Auckland Park, Mount Farm, Milton Keynes MK1 1BU).
- 3.2 Provided the Seller complies with the requirements of section 3.1, Renewi will pay the Seller's invoice for the Order within 37 days after the end of the month of receipt of such invoice unless otherwise expressly agreed by Renewi and the Seller in writing. Payment may be withheld in whole or in part in the event that the Works are not supplied in accordance with the Order and/or the Contract.
- 3.3 If Renewi fails to pay any amount properly due to the Seller under the Order by the due date for payment, the Seller shall have the right to charge simple interest on the overdue amount at the annual rate of 4% above the rate set from time to time by the Bank of England's Monetary Policy Committee or any successor to it. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The interest shall be paid together with the overdue amount. This paragraph shall not apply to payments that Renewi disputes in good faith. The parties acknowledge that the

liability of Renewi under this paragraph is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

- 3.4 Without prejudice to any other right or remedy, Renewi reserves the right to set off any amount at any time owing to it by the Seller against any amount payable by it to the Seller.
- 3.5 The conditions above regarding payment apply unless the Contract is a "construction contract" as defined in the Construction Act. When the Contract is a construction contract to which the Construction Act applies, the payment terms set out in section 23 of these Conditions of Purchase apply in place of those set out in this section 3.

4. PRICES

- 4.1 In respect of any element of the Works which involves the supply of goods, the price shall be the price stated in the Order (or if no price is quoted, the price set out in the Seller's published price list in force at the Commencement Date) and shall be deemed to include the cost of all packaging, insurance and carriage, unless otherwise expressly agreed by Renewi and the Seller in writing and will include every cost and expense of the Seller directly or indirectly incurred in connection with the supply of the goods.
- 4.2 In respect of any element of the Works which involves the supply of services, the charge shall be set out in the Order and shall be the full and exclusive remuneration of the Seller in respect of the performance of the services and shall include every cost and expense of the Seller directly or indirectly incurred in connection with the performance of the services.
- 4.3 Unless expressly agreed in writing by Renewi, any packaging and returnable containers requested by the Seller to be returned will be returned at the Seller's cost.

5. DELIVERY

- 5.1 Delivery of the Works shall be completed by the Seller at the time and in the sequence at the place and in the manner specified in the Order. All Works to be supplied by the Seller under the Order shall be at the Seller's risk until delivery shall have been completed in accordance with the Order.
- 5.2 Any Works delivered in error or rejected Works will be returned to the Seller at the Seller's expense.
- 5.3 All labels, advice/delivery notes and any other related correspondence from the Seller must quote the relevant purchase order number provided by Renewi.
- 5.4 In respect of deliveries from outside of the UK, where Renewi has not agreed specific delivery terms with the Supplier then the delivery of the Works shall be subject to Incoterms 2010 Delivery Duty Paid. For the avoidance of doubt, the Supplier shall be responsible for import clearance and liable for payment of any taxes, levies, import duties or alike associated with any delivery made in accordance with this clause 5.4.

6. LOSS OR DAMAGE IN TRANSIT

- 6.1 Renewi will advise the Seller in writing, or by a qualified signature on any delivery note, of any loss or damage within the following time limits:
- 6.1.1 partial loss, damage, defects or non-delivery of any separate part of a consignment within 21 days of date of delivery of the Works;
 - 6.1.2 latent defect within 21 days of Renewi becoming aware of the defect; or
 - 6.1.3 non-delivery of Works within 21 days from due date.

The Seller shall make good, free of charge to Renewi, any loss of or damage to or defect in the Works where notice is given by Renewi in compliance with this paragraph.

7. OWNERSHIP

- 7.1 Ownership of the Works shall pass to Renewi when any payment in respect thereof is made to the Seller or when the Works have been delivered to Renewi in accordance with the Order (whichever is the earlier).

8. QUALITY

- 8.1 The Seller shall ensure the Works:
- 8.1.1 correspond with their description and are in strict compliance with all and any specifications given by Renewi;
 - 8.1.2 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Works and meet the relevant British and EU Standards;
 - 8.1.3 are of the best quality;
 - 8.1.4 are fit for the purpose for which they are required;

- 8.1.5 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months from providing the service (where the Works involve the supply of services) or 18 months from the delivery of the goods (where the Works involve the supply of goods); and
- 8.1.6 are supplied or performed by or on behalf of the Seller with the best care, skill and diligence and in a manner consistent with the best practices of the industry in which the Seller is engaged and shall be safe and without undue or unreasonable risks to health when used.

9. REMEDIES

- 9.1 If the Seller fails to deliver the Works by any due date stated in the Order, Renewi shall, without limiting its other rights or remedies, have one or more of the following rights:
- 9.1.1 to terminate the Contract with immediate effect by giving written notice to the Seller;
- 9.1.2 to refuse to accept any subsequent performance of the Works which the Seller attempts to make;
- 9.1.3 to recover from the Seller any costs incurred by Renewi in obtaining substitute Works from a third party;
- 9.1.4 where Renewi has paid in advance for Works that have not been provided by the Seller and/or which have not been delivered by the Seller, to have such sums refunded by the Seller immediately on demand.
- 9.2 If the Seller has delivered Works that do not comply with the undertakings set out in section 8, Renewi shall, without limiting its other rights or remedies, have one or more of the following rights whether or not it has accepted the Works:
- 9.2.1 to reject the Works (in whole or in part) whether or not title has passed and to return them to the Seller at the Seller's own risk and expense;
- 9.2.2 to terminate the Contract with immediate effect by giving written notice to the Seller;
- 9.2.3 to require the Seller to repair or replace the rejected Works, or to provide a full refund of the price of the rejected Works (if paid);
- 9.2.4 to refuse to accept any subsequent delivery of the Works which the Seller attempts to make.
- 9.3 The terms of this section 9 shall extend to any replacement, substituted or remedial Works supplied by the Seller.
- 9.4 Rights under this Contract are in addition to any and all rights and remedies that Renewi has that are implied by statute and common law.

10. WARRANTY

- 10.1 The Seller shall as soon as reasonably practicable repair or replace all Works which are or become defective during the period of 12 months from providing the service or 18 months from delivery of goods where such defects occur under proper usage and are due to faulty design, the Seller's erroneous instructions as to use or erroneous use data, or inadequate or faulty materials or workmanship, or any other breach of the Contract by the Seller, including the Seller's warranties or otherwise.
- 10.2 Repairs or replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, re-installation or passing of tests (if any) whichever is appropriate after repair or replacement.

11. VARIATIONS

- 11.1 The Seller shall not alter any of the Works, save that Renewi shall have the right from time to time by notice in writing to direct the Seller to add or to omit or otherwise vary the Works and the Seller shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Contract.
- 11.2 Except as set out in these Conditions of Purchase, no variation of the Contract including but not limited to the introduction of any additional terms and conditions, shall be effective unless it is expressly agreed in writing and signed by Renewi.

12. LIABILITY

- 12.1 Subject to section 12.3, the total aggregate liability of the Seller arising under or in connection with the Contract whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall:
- 12.1.1 in the case of claims that are required to be covered by the insurances in section 12.5, be limited to the insurance value plus the value of the deductible, if applicable; and
- 12.1.2 in the case of claims that are not required to be covered by the insurances in section 12.5, be limited to no more than three times the value of the Order or £200,000 (whichever is the lower).
- 12.2 Subject to section 12.3 the Seller shall not be liable to Renewi for any loss of profit, loss of production nor any indirect or consequential loss or damage arising under or in connection with the Contract.

- 12.3 Nothing in these Conditions of Purchase shall limit or exclude the Seller's liability for death, personal injury, fraud or fraudulent misrepresentation.
- 12.4 This section 12 shall survive termination of the Contract.
- 12.5 The Seller shall maintain insurance to cover the liabilities that may arise under or in connection with the Contract to the level stated in Renewi's new account form (or if none is stated to a minimum insurance level of £10m for Public Liability and £10m for Employers' Liability). The Seller upon request by Renewi shall provide proof of the validity of its cover under the aforementioned and other policies.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 In respect of the Works, including without limitation any products of the Works, the Seller warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Renewi, it will have full and unrestricted rights to sell and transfer all such items to Renewi.
- 13.2 The Seller hereby assigns to Renewi, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Works or the products of the Works (as applicable).
- 13.3 The Seller shall obtain waivers of all moral rights in the Works or the products of the Works (as applicable) to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 13.4 At the request of Renewi, the Seller shall promptly do (or procure to be done) all such further acts and things and the execution of all such other documents as Renewi may from time to time require for the purpose of securing for Renewi the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Renewi in accordance with the Contract.

14. SELLER'S INFORMATION/DATA PROTECTION

- 14.1 The Seller acknowledges and agrees that: (a) Renewi shall maintain a record of the Seller's details, prices, performance and details of the Contract for its legal, procurement, administrative and management purposes; and (b) Renewi may share such information with those who provide products and services to Renewi in support of such legal, procurement, administrative and management purposes.
- 14.2 The Seller consents (and shall procure the consent of any applicable Individuals) to:
- 14.2.1 holding and processing of data by Renewi relating to it for the performance of the Contract, plus legal, personnel (including for the purpose of monitoring and compliance with legislation), administrative and management purposes; and
- 14.2.2 Renewi making such information available to those who provide products or services to Renewi such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Renewi or any part of its business; and
- 14.2.3 the transfer of such information to the group of companies that Renewi is within and business contacts within or outside the European Economic Area in order to further their business interests.
- 14.3 Where relevant, the Seller shall comply with all and any obligations under relevant data protection requirements including without limitation the General Data Protection Regulation (EU) 2016/679 (GDPR), Data Protection Act 2018 and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of Renewi, and shall not knowingly do anything or permit anything to be done which might lead to a breach by Renewi of relevant data protection legislation.
- 14.4 Where the Seller processes personal data on behalf of Renewi, Renewi shall be the Data Controller and the Seller shall be the Data Processor (both as defined in the GDPR) and the terms of Renewi's Data Processing Agreement (which shall be sent to the Seller) shall apply.
- 14.5 Renewi's privacy policy sets out how Renewi handles the Seller's personal data (copy available on request).

15. TERMINATION

- 15.1 Renewi may without prejudice to any other of its rights, terminate the Contract forthwith by notice to the Seller. Renewi will pay for the Works supplied up to the date of termination otherwise Renewi will have no obligation to pay the Seller any compensation for exercising its right of termination under this section.
- 15.2 In any of the circumstances in these Conditions of Purchase in which Renewi may terminate the Contract where both goods and services are supplied, Renewi may terminate the Contract in respect of the goods, or in respect of the services, and the Contract shall continue in respect of the remaining supply.
- 15.3 Without limiting its other rights or remedies, Renewi may terminate the Contract with immediate effect by giving written notice to the Seller if:

- 15.3.1 the Seller commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
- 15.3.2 the Seller repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- 15.3.3 if the Seller is unable to pay its debts as they fall due, becomes insolvent or (being a Company) makes an arrangement with its creditors or has a receiver appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction).
- 15.4 On the termination of the Contract, however so arising, the Seller shall return any property belonging to Renewi and any of the Works whether or not then complete. If the Seller fails to do so, then Renewi will be entitled to enter the Seller's premises and take possession of property belonging to Renewi.
- 16. FORCE MAJEURE**
- 16.1 If the Seller's performance of its obligations is delayed or prevented or hindered by circumstances beyond the reasonable control of either party (including but not limited to abnormal weather conditions, any form of Government intervention, strikes and lockouts, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of war, armed conflict, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire or explosion, interruption or failure of utility service) performance shall be suspended and if it cannot be resumed within a reasonable time after the due date (to be determined by Renewi), the Order may be cancelled by either party, by serving written notice on the other.
- 16.2 Where more than one delivery of goods or instance of provisions of services is to be made or undertaken against the Order, deliveries or service provision not cancelled will be resumed as soon as circumstances causing the delay or prevention cease, but except where both parties otherwise expressly agree in writing, the period during which deliveries are to be made or services provided will not be extended.
- 17. COMPLIANCE WITH STATUTORY OBLIGATIONS AND RENEWI POLICIES**
- 17.1 The Seller warrants that the Works under the Order have been designed, manufactured, procured, produced, sold and delivered in strict compliance with all applicable laws and regulations to which the Works are subject. The Seller shall execute and/or deliver such documents as may be required to effect or to evidence compliance.
- 17.2 The Seller shall comply with all applicable anti-slavery and human trafficking statutes, regulations and codes from time to time in force (including but not limited to the Modern Slavery Act 2015) and shall maintain its own policies and procedures to ensure and demonstrate compliance. The Seller shall include provisions that are as least as onerous as the above in contracts with its direct subcontractors and suppliers. The Seller shall notify Renewi as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection to the Works.
- 17.3 The Seller shall comply with any Renewi policies and local site procedures relevant to the Works (copies available on request).
- 18. NOTICES**
- 18.1 Renewi shall send any notices or other communication required under the Contract or Order to the Seller's last known place of business and it shall be deemed to have been received by the Seller on the next business day following the date of posting. The Seller shall send any notices or other communication to the registered office from time to time of Renewi and it shall be deemed to have been received by Renewi on the next business day following the date of posting. This section does not apply to the service of any proceedings or other documents in any legal action.
- 19. LAW**
- 19.1 Where the Construction Act applies, either party may refer any dispute or difference under this Contract to adjudication conducted by a person agreed between the parties, or if not agreed, appointed on the application of either party to the President or Vice President of the Institution of Civil Engineers in accordance with the Institution of Civil Engineers Arbitration Procedure in force as at the date of the application.
- 19.2 Subject to section 19.1 above, this Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including but not limited to non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 20. CONFIDENTIALITY**
- 20.1 Any documents or other information obtained from Renewi in relation to the Contract shall be kept confidential by the Seller and shall not be disclosed, save on a confidential basis, only to such of its employees, sub-contractors or agents who require the information for the performance of the Contract and shall ensure that such persons comply with the obligations set out in this section as though they were a party to the Contract.

20.2 Any specifications, plans, drawings, patterns or designs supplied by Renewi to the Seller in connection with the Contract shall remain the property of Renewi, and any information derived from them or otherwise communicated to the Seller in connection with the Contract shall be regarded by the Seller as confidential and shall not, without the express prior written consent of Renewi, be used, published or disclosed to any third party by the Seller.

20.3 This section 20 shall survive the termination of the Contract.

21. WAIVER

21.1 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. SEVERANCE

22.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of the Contract.

23. TERMS OF PAYMENT WHEN THE CONSTRUCTION ACT APPLIES

23.1 The Seller is entitled to apply for payment of the charge by instalments unless it is specified in the Contract that the Works are to take less than 45 days but no more than one invoice for a payment instalment may be issued by the Seller each month during the carrying out of the Works.

23.2 Each invoice submitted to Renewi by the Seller must state to what that payment relates and the basis upon which it is calculated and be accompanied by such other supporting documentation and information as Renewi reasonably may require to enable it to evaluate the notified sum stated in the invoice for payment (**'the notified sum'**). All invoices must:

23.2.1 be addressed to the company stated on the Order; and

23.2.2 bear the purchase order number, line number and description as stated on the Order; and

23.2.3 separately show any VAT properly chargeable to Renewi in respect of the Works being invoiced; and

23.2.4 be submitted by email to payables.uk@renewi.com (or, where it is not possible to submit by email, posted to Accounts Department, Renewi, Dunedin House, Auckland Park, Mount Farm, Milton Keynes MK1 1BU).

23.3 The notified sum shall become due on the date that Renewi receives the relevant invoice. The final date for payment of the notified sum shall (subject to any pay less notice) be within 37 days after the end of the month of receipt of such invoice. If Renewi intends to pay less than the notified sum then it shall not later than 5 days before the final date for payment (**'the prescribed period'**) give a notice to the Seller specifying the sum that Renewi considers is due to the Seller on the date such pay less notice is given and the basis on which such sum has been calculated (**'a pay less notice'**). Upon receipt of a pay less notice the Seller shall issue a replacement invoice for the sum stated to be due in the pay less notice together with a credit note for the amount stated in the original invoice.

23.4 The Seller shall not be entitled to any additional remuneration for any Works provided or costs incurred if the necessity for the same results from the Seller's default and unless before undertaking or incurring the same the Seller notifies Renewi in writing that an additional charge may be made for such Works provided or costs incurred.

23.5 If Renewi fails to pay any amount properly due to the Seller under the Order by the final date for payment and fails to give a pay less notice under section 23.3, the Seller shall have the right to charge simple interest on the overdue amount at the annual rate of 4% above the rate set from time to time by the Bank of England's Monetary Policy Committee or any successor to it. Such interest shall accrue on a daily basis from the final date for payment until the date of actual payment of the overdue amount, whether before or after judgment. The interest shall be paid together with the overdue amount. The parties acknowledge that the liability of Renewi under this paragraph is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

23.6 Notwithstanding section 23.3, and without prejudice to section 15 of these Conditions of Purchase, if the Seller becomes insolvent after the prescribed period, Renewi shall not be required to pay the Seller the notified sum on or before the final date for payment.