

GENERAL TERMS & CONDITIONS



INTERPRETATION

1.1 Definitions

“**Business Day**” a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“**Commencement Date**” the earlier of: (1) the date stated on the Order Form; (2) the date when the Customer accepts or signs an associated agreement relating to the financing or hiring of the equipment; (3) the date when the Customer pays any sums (either in whole or in part) in relation to the Services; or the date when the Customer takes Delivery of the Goods.

“**Conditions**” the terms and conditions set out in this document, the schedules and any other document referenced herein, as amended from time to time in accordance with clause 13.3.

“**Contract**” the contract between Greenbank and the Customer for the sale and purchase, hire, or other Services associated with the Goods in accordance with these Conditions, the schedules and any other document referred to herein.

“**Customer**” the person or firm who purchases, hires or otherwise contracts with Greenbank for the supply of Goods and/or Services.

“**Delivery**” the transfer of physical possession of the Goods to the Customer at the Site, or the completion of unloading of the Goods at the Delivery Location as per clause 4.1.3 (as the case may be).

“**Force Majeure Event**” has the meaning given to it in clause 11.

“**Goods**” the goods and/or equipment (or any part of them) set out in the Order, including any substitutions, replacements or renewals of such goods and/or equipment and all related accessories, manuals and instructions provided for it.

“**Greenbank**” Greenbank Recycling Solutions LTD (registered in England and Wales with company number 12343762).

“**Maintenance and Service Order Form**” means the order form as provided by Greenbank to the Customer for the servicing of the Goods.

“**Order**” the Customer’s order for the Goods, as set out in the Order Acknowledgement, the Hire Contract or in the Maintenance and Service Order Form (as the case may be).

“**Order Acknowledgement**” Greenbank’s standard written acknowledgement confirming acceptance of the Customer’s Order in accordance with Greenbank’s quotation.

“**Services**” the rental hire of the Goods, maintenance and servicing of the Goods and/or any other services to be provided by Greenbank as described in the Order.

“**Site**” the Customer’s premises, or other agreed premises, as set out in the Order.

“**Specification**” any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Greenbank.

“**VAT**” value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Definitions specific to Hire in addition to the above:

“**Deposit**” the deposit amount set out in the Hire Contract and the Payment Schedule.

“**Hire Contract**” the hire contract order form together with these Conditions for the hire of Goods.

“**Payment Schedule**” the payment schedule agreed between the parties which sets out the sums payable under the Contract.

“**Purchase Option**” the Customer’s option to purchase the Goods as more fully described in the Payment Schedule.

“**Purchase Option Price**” the price of the Purchase Option as set out in the Payment Schedule.

“**Rental Payments**” the monthly payments made by or on behalf of the Customer for the hire of the Goods.

“**Rental Period**” the period of hire as set out in paragraph 2 of Schedule 1.

1.3 Definitions specific to Maintenance and Servicing in addition to the above:

“**Call Out**” means the call out times and response times as provided to the Customer.

“**Installation Check Sheet**” means the checklist which may, at Greenbank’s sole discretion, accompany the Maintenance and Service Order Form to be signed by the Customer on acceptance of the Delivery.

“**Maintenance and Service Order Form**” means the Delivery note provided by Greenbank, to be signed by the Customer on acceptance of the Delivery.

“**Premium**” means the price for the Services as specified in the Maintenance and Service Order Form.

“**Service Payments**” the Premium made by or on behalf of the Customer of the Services.

“**Service Period**” the fixed period for Services as specified in the Maintenance and Service Order Form.

1.4 Interpretation:

- 1.4.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.4.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4.3 The schedules and all other documents referred to herein form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules.
- 1.4.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4.5 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.4.6 A reference to **writing** or **written** includes faxes and emails.

1.5 Specific to Hire Contracts:

- 1.5.1 Please Note: If you are (a) a limited company or (b) an LLP or (c) a partnership of 4 or more partners or (d) if the credit provided exceeds £25,000 and is wholly or predominantly for the purpose of your business, then notwithstanding any other provision or statement in this Contract, it will not be regulated by the Consumer Credit Act 1974.

1.6 Specific to Service and Maintenance:

- 1.6.1 If any conflict arises between these Conditions, the Hire Contract and the Maintenance and Service Order Form, the terms of these Conditions shall prevail.

2 BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase or hire the Goods and/or for the maintenance and service of the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when Greenbank confirms acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by Greenbank and any descriptions or illustrations contained in Greenbank’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by Greenbank shall not constitute an offer. A quotation shall only be valid for a period of 7 Business Days from its date of issue.

3 GOODS AND SERVICES

Goods:

- 3.1 The Goods are described in Greenbank’s catalogue, on Greenbank’s website (<https://greenbankwastesolutions.com/>) (as the case may be) and/or in the Specification (as the case may be), as amended from time to time.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Greenbank against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Greenbank in connection with any claim made against Greenbank for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with Greenbank’s use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Greenbank reserves the right to amend the Specification at any time if required by any applicable statutory or regulatory requirements.

Services:

- 3.4 Greenbank is the entire legal and beneficial owner and licensor of the Goods and can provide the Services in the United Kingdom during normal servicing hours as specified in paragraph 2 of Schedule 2.

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- 3.5 Greenbank has the necessary skills, qualifications and expertise required to provide the Services to the Customer.
- 3.6 This Contract is entered into between the parties and Greenbank shall supply and the Customer shall accept the Services.
- 3.7 Greenbank may request a signature on completion of the Services from personnel authorised by the Customer on the Site where the Goods are located to confirm that the Services have been carried out to the Customer's satisfaction. The signed service report will later be sent to the Customer to confirm the Services have been complete.
- 3.8 Greenbank may, by giving prior written notice to the Customer, make changes to the Services from time to time.
- 3.9 The commencement of the Services shall be on the Commencement Date and shall continue thereafter, unless it is terminated earlier in accordance with these Conditions, for the Service Period when it shall terminate automatically without notice unless, no later than 1 month before the end of the Service Period, the parties agree in writing that the term of the Contract will be extended.

4 DELIVERY

4.1 Delivery of Goods

- 4.1.1 Greenbank shall ensure that:
- 4.1.1.1 each Delivery of the Goods is accompanied by a Delivery note that shows the date of the Order, all relevant Customer and Greenbank reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.1.2 if Greenbank requires the Customer to return any packaging materials to Greenbank, that fact is clearly stated on the Delivery note. The Customer shall make any such packaging materials available for collection at such times as Greenbank shall reasonably request. Returns of packaging materials shall be at Greenbank's expense.
- 4.1.2 Greenbank shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Greenbank notifies the Customer that the Goods are ready, unless the Customer arranges its own collection of the Goods from Greenbank's premises.
- 4.1.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location. The Customer shall provide clear access for Delivery and offloading of the Goods, along with supplying (at its own costs) a level concrete base for the Goods. Goods are not to be stored outside, unless otherwise agreed in writing between the parties. The location for installation of the Goods must be in a dry, covered and frost-free area and the control cabinet must not be exposed to direct sunlight and/or electromagnetic radiation. Greenbank may provide assistance with compliance with this requirement, however, should the Customer decide not to use Greenbank's assistance, the applicable warranty relating to the Goods in question may be void.
- 4.1.4 Greenbank shall, where applicable, at the Customer's expense, install the Goods at the Delivery Location. The Customer shall provide a level base for the installation. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Goods. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Goods and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Greenbank, the Customer's duly authorised representative shall sign an Installation Check Sheet confirming such acceptance.
- 4.1.5 To facilitate Delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.
- 4.1.6 Pre-delivery, the Customer shall provide Greenbank with a signed copy of the electrical test certificate for the isolator to be wired into so the Goods will be RCD (a sensitive safety device) protected.
- 4.1.7 The Customer shall ensure compliance of all applicable health & safety regulations concerning the placing and usage of the Goods, pursuant to clause 8, and shall be solely responsible for the same.
- 4.1.8 The Customer shall provide appropriate power supply in accordance with any applicable Specification and/or instructions from Greenbank with minimum of motor rated type D breakers terminated with 2 metres of proposed location of the Goods. Where the Customer's failure to provide the necessary power supply results in Greenbank visiting the Customer, Greenbank reserves the right to charge its reasonable costs to the Customer for such visit.
- 4.1.9 The Customer shall be responsible for any additional charges incurred by Greenbank (including any return visits to the Site) as a result of any obstruction and/or impediment to Delivery or installation of the Goods. This includes delays to agreed install timelines; which could incur additional storage fees.
- 4.1.10 Whilst Greenbank will use reasonable endeavours to deliver the Goods within a reasonable time after Greenbank has accepted an Order, any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. Greenbank shall not be liable for any delay in Delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Greenbank with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.1.11 If Greenbank fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Greenbank shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Greenbank

with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.1.12 If the Customer fails to take Delivery of the Goods within 3 Business Days of Greenbank notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Greenbank's failure to comply with its obligations under the Contract:
- 4.1.12.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Greenbank notified the Customer that the Goods were ready; and
- 4.1.12.2 Greenbank shall store the Goods until Delivery takes place, and (at its option) charge the Customer for all related costs and expenses (including insurance).
- 4.1.13 If ten Business Days after the day on which Greenbank notified the Customer that the Goods were ready for Delivery the Customer has not taken Delivery of them, Greenbank may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.1.14 Greenbank may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.1.15 Immediately following completion of Delivery of the Goods at the Delivery Location, Greenbank shall (free of expense to the Customer) train/familiarise the Customer and its operatives on how to sufficiently use and operate the Goods in accordance with the Specification and in a manner that does not breach the warranty set out in clause 5 PROVIDED THAT such training shall not be more than 1 full working day in duration.
- 4.1.16 At all times, the Customer shall be responsible for all associated building work (including civils and changes to current site services), regulations, surveys, flood risk assessments, planning permissions, approvals and all electrical work associated or in connection with the Goods and their Delivery to the Site.

5 QUALITY OF THE GOODS AND WARRANTY

- 5.1 On Delivery of new Goods for a period of 12 months or 500 operating hours (whichever is the earlier), or on Delivery of second hand or refurbished Goods for a period of 6 months or 1,000 operating hours (whichever is earlier) from the Delivery (**Warranty Period**), the Goods shall:
- 5.1.1 conform in all material respects with their description and any applicable Specification; and
- 5.1.2 be free from material defects in design, material and workmanship; and
- 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979),
- provided that:
- the Customer notifies Greenbank of any defect in writing within ten (10) Business Days of the defect occurring (**Notification Period**);
 - Greenbank is permitted to make a full examination of the alleged defect;
 - the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Greenbank's authorised personnel;
 - the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
 - the defect is directly attributable to defective material, workmanship or design.
- 5.2 Subject to clause 5.1, Greenbank shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full, if:
- 5.2.1 the Customer gives notice in writing to Greenbank during the Notification Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 Greenbank is given a reasonable opportunity of examining such Goods; and
- 5.2.3 the Customer (if asked to do so by Greenbank) returns such Goods to Greenbank's place of business at the Customer's cost.
- 5.3 Greenbank shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2.1;
- 5.3.2 the defect arises because the Customer failed to follow any applicable operating manual, recommendations, Greenbank's oral and/or written instructions and/or any training and guidance by Greenbank as to the storage, commissioning, installation, use, operation and maintenance (including cleaning) of the Goods or (if there are none) good trade practice regarding the same;
- 5.3.3 the defect arises as a result of Greenbank following any drawing, design or Specification supplied by the Customer;
- 5.3.4 the Customer alters or repairs such Goods without the written consent of Greenbank or uses non-Greenbank parts and/or accessories;
- 5.3.5 the Customer negligently uses and operates the Goods in any way whatsoever;
- 5.3.6 the Customer does not store the Goods in a dry, covered and frost-free place;

- 5.3.7 the Customer stores the Goods outside, including (but not limited to) exposing the Goods to direct sunlight or electromagnetic radiation or similar;
- 5.3.8 the defect arises as a result of fair wear and tear, to be measured in accordance with like goods of a similar age and use. Greenbank will have sole discretion as to whether the Goods have been subject to fair wear and tear;
- 5.3.9 the defect arises as a result of the Customer's failure to follow any service recommendation detailed within the Maintenance and Service Order Form for service of the Goods after a specified number of bales or hours of service has been reached;
- 5.3.10 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions;
- 5.3.11 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- 5.3.12 the defect arises through use of the Goods by a person not trained by an official trainer, as specified by Greenbank to use the Goods; or
- 5.3.13 operator error and/or unauthorised use of the Goods.
- 5.4 Except as provided in this clause 5, Greenbank shall have no other liability to the Customer in respect of the Goods.
- 5.5 These Conditions shall apply to any repaired or replacement Goods supplied by Greenbank.
- 5.6 During the Warranty Period, Greenbank will use reasonable endeavours to rework or replace the warranted damaged/reclaimed parts with minimal delay.
- 5.7 Insofar as the equipment comprises or contains equipment or components which were not manufactured or produced by Greenbank, the Customer shall be entitled only to such warranty or other benefit as Greenbank has received from the manufacturer.
- 5.8 In relation to rental contracts only, if Greenbank fails to remedy any material defect in the equipment in accordance with this clause 5, Greenbank shall, at the Customer's request, accept the return of part or all of the equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the Contract and, if relevant, return any Deposit (or any part of it).
- 5.9 Any claim under the Warranty shall be void in the case of any negligent operation of the equipment; unauthorised use of the equipment; or any lack of maintenance of the equipment including, but not limited to, disregarding any operating instructions.

6 TITLE, RISK AND INSURANCE

6.1 Title and risk applicable to the sale of Goods:

- 6.1.1 The risk in the Goods shall pass to the Customer on Delivery.
- 6.1.2 Title to the Goods shall not pass to the Customer until Greenbank has received payment in full (in cash or cleared funds) for the Goods and any other goods that Greenbank has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums in cleared funds.
- 6.1.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.1.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Greenbank's property;
 - 6.1.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.1.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery;
 - 6.1.3.4 notify Greenbank immediately if it becomes subject to any of the events listed in clause 10.1.2 to 10.1.4; and
 - 6.1.3.5 give Greenbank such information relating to the Goods as Greenbank may require from time to time.
- 6.1.4 The Customer may or use the Goods in the ordinary course of its business (but not otherwise) before Greenbank receives payment for the Goods.
- 6.1.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.1.2 to 10.1.4, then, without limiting any other right or remedy Greenbank may have, Greenbank may at any time:
 - 6.1.5.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - 6.1.5.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.2 Title and risk applicable to the hire of Goods:

- 6.2.1 The Goods shall at all times remain the property of Greenbank, and the Customer shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to the terms and conditions of this Contract) except where the Customer purchases the equipment pursuant to the Purchase Option in the Payment Schedule.

- 6.2.2 The risk of loss, theft, damage or destruction of the Goods shall pass to the Customer on Delivery. The Goods shall remain at the sole risk of the Customer during the Rental Period and any further term during which the equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Goods are redelivered to Greenbank. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 6.2.2.1 where applicable, insurance of the Customer's employees with respect to any claim made by a third party in connection with any damage caused by the Goods;
- 6.2.2.2 insurance of the Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Greenbank may from time to time nominate in writing;
- 6.2.2.3 insurance for such amounts as a prudent owner or operator of the Goods would insure for, or such amount as Greenbank may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Goods; and
- 6.2.2.4 insurance against such other or further risks relating to the Goods as may be required by law, together with such other insurance as Greenbank may from time to time consider reasonably necessary and advise to the Customer.
- 6.2.3 All insurance policies procured by the Customer shall be endorsed to provide Greenbank with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Greenbank's request name Greenbank on the policies as a loss payee in relation to any claim relating to the Goods. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 6.2.4 The Customer shall give immediate written notice to Greenbank in the event of any loss, accident or damage to the Goods arising out of or in connection with the Customer's possession or use of the Goods.
- 6.2.5 If the Customer fails to effect or maintain any of the insurances required under this Contract, Greenbank shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 6.2.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Greenbank and proof of premium payment to Greenbank to confirm the insurance arrangements.

7 PRICE AND PAYMENT

- 7.1 The price of the Goods and Services shall be the price set out in the Order, or, if no price is quoted, the price set out in Greenbank's published price list in force as at the date of Delivery.
- 7.2 Greenbank may, by giving notice to the Customer at any time up to 3 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 any factor beyond Greenbank's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.2.2 any request by the Customer to change the Delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Greenbank adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- 7.3.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Greenbank at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 7.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 **Payment terms:** The Customer shall:
- 7.4.1 pay 50% of the total price of the Goods upfront as a deposit ("**Deposit**") when the Order has been accepted and confirmed by Greenbank under clause 2.3;
- 7.4.2 pay 40% of the total price of the Goods immediately when Greenbank notifies the Customer that the Goods are ready for dispatch or collection under clause 4.1.2; and
- 7.4.3 pay the remaining 10% of the price of the Goods within 30 days of the date of the Goods being delivered.
- 7.5 The Customer shall pay the invoice in full and in cleared funds on the date(s) specified in the relevant invoice and in any event within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Greenbank. Time for payment is of the essence.
- 7.6 If the Customer fails to make any payment due to Greenbank under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Greenbank may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Greenbank to the Customer.

8 HEALTH AND SAFETY POLICY AND OTHER APPLICABLE LEGISLATIONS

- 8.1 The Services will be carried out by Greenbank with full and proper regard to safety and in compliance with all relevant health and safety legislation.
- 8.2 The Customer shall abide by the Provision of Work Equipment Regulations 1998 (PUWER), specifically in relation to its use, operation or control of the Goods.
- 8.3 Whilst Greenbank will take every reasonable care to ensure that the Goods supplied meet or exceed the legal requirement for levels of equipment safety, we do not absolve the equipment manufacturer of their own legal requirement to ensure that the design and manufacture of the Goods supplied under this Contract meet the required safety standards and are inherently safe for use in their intended role.
- 8.4 The Customer and end user must ensure that they have conducted their own PUWER assessment on receipt of the Goods to ensure that it is safe for use by their employees. A full and thorough assessment should be made, O&M and other documentation should be consulted, and it remains the Customer's legislative requirement to provide a safe system of work to the intended operator and those associated with repair/cleaning of equipment in their employ.
- 8.5 Greenbank and its employees will follow safety guidance on site and will comply with Customer requirements but will also maintain a minimum level of PPE and safety wear as established in our own safety practices. Site standards for PPE or any additional requirements must exceed those of Greenbank and not reduce safety of the user. Where additional PPE may be a requirement, it should be noted in advance and conveyed to Greenbank for acceptance.
- 8.6 Ongoing safety concerns or any residual risks related to the safe use, maintenance or disposal of Goods, ancillaries or accessories will be identified and noted within O&M manuals provided and left with the Customer.

9 LIMITATION OF LIABILITY

- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Nothing in this Contract limits any liability which cannot legally be limited including but not limited to liability for:
- 9.2.1 death or personal injury caused by negligence; and
- 9.2.2 fraud or fraudulent misrepresentation; and
- 9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and any other liability which cannot be excluded or limited by applicable law.
- 9.3 Subject to clause 9.2, Greenbank's total liability to the Customer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the total charges paid by the Customer under the Contract in the preceding 12 months of the date of the incident out of which such liability arose.
- 9.4 This Contract sets forth the full extent of Greenbank's obligations and liabilities in respect of the Services. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind stated in this Contract. Any condition, warranty or other term concerning the Services which might otherwise be implied into or incorporated within this Contract, whether by statute, common law or otherwise, is expressly excluded.
- 9.5 Subject to clause 9.2, neither party shall be liable under this Contract for any:
- 9.5.1 loss of profit;
- 9.5.2 loss of revenue;
- 9.5.3 loss of business; or
- 9.5.4 indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.
- 9.6 Neither party may benefit from any warranty or the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

10 TERMINATION (SALE OF GOODS ONLY – FOR TERMINATION ON RENTAL, HIRE AND MAINTENANCE SERVICES SEE SCHEDULES 1 & 2)

- 10.1 Without limiting its other rights or remedies, Greenbank may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30

days of that party being notified in writing to do so;

- 10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 10.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 10.1.4 the Customer's financial position deteriorates to such an extent that in Greenbank's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without limiting its other rights or remedies, Greenbank may suspend provision of the Goods under the Contract or any other contract between the Customer and Greenbank if the Customer becomes subject to any of the events listed in clause 10.1.2, or Greenbank reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 10.3 Without limiting its other rights or remedies, Greenbank may terminate the Contract with immediate effect by giving written notice to the Customer at any time. If Greenbank exercises its right under this clause 10.3, Greenbank shall reimburse the Customer of any charges paid in advance for any work in progress, including non-delivery of Goods and/or non-performance of Services as at the time of termination, but such reimbursement of charges shall not include any loss of anticipated profits or any consequential loss suffered or incurred by the Customer.
- 10.4 On termination of the Contract for any reason the Customer shall immediately pay to Greenbank all of Greenbank's outstanding unpaid invoices together with any interest.
- 10.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11 FORCE MAJEURE

- 11.1 "**Force Majeure Event**" means any circumstance not in a party's reasonable control including, without limitation:
- 11.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 11.1.2 epidemic or pandemic;
- 11.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 11.1.4 nuclear, chemical or biological contamination, or sonic boom;
- 11.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- 11.1.6 collapse of buildings, fire, explosion or accident;
- 11.1.7 non-performance by third party suppliers and/or subcontractors; and
- 11.1.8 interruption or failure of utility service.
- 11.2 Provided it has complied with clause 11.4, if (and to the extent that) a party (**Affected Party**) is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Affected Party will not be in breach of this Contract or otherwise liable for any failure or delay in the performance of such obligations. The time for performance of its obligations will be deemed extended accordingly.
- 11.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 11.4 The Affected Party shall:
- 11.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event and the likely effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- 11.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 11.5 If a Force Majeure Event is prevailing or predicted at the date of this Contract an Affected Party will only be entitled to relief under clause 11.2 if:
- 11.5.1 at the date of this Contract, the Affected Party had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event; or
- 11.5.2 prior to the Contract, the Affected Party had advised the other party in writing of the risk of being affected by the Force Majeure Event.

12 CONFIDENTIAL INFORMATION

- 12.1 Each party undertakes that it shall not at any time during this Contract, and for a period of 2 years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.
- 12.4 Both Greenbank and the Customer acknowledge that personal data which is supplied or is obtained during the course of this Contract complies with and has been processed in accordance with all applicable data protection legislation.

13 GENERAL

13.1 Assignment and other dealings.

- 13.1.1 Greenbank may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Greenbank.

13.2 Entire agreement.

- 13.2.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous Contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

13.3 Variation.

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.4 No partnership or agency

- 13.4.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.4.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13.5 Waiver.

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.

13.6 Severance.

- 13.6.1 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 clause 13 shall not affect the validity and enforceability of the rest of the Contract.
- 13.7 If any provision or part-provision of this Contract is deemed deleted under clause 13.6.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.8 Notices.

- 13.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 13, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or by email.

13.8.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.8.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

13.8.3 This clause 13.8.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.9 Further Assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

13.10 Third party rights

Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

13.11 Counterparts

13.11.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

13.11.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

13.12 Rights and Remedies

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

13.13 Governing law

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

13.14 Jurisdiction

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

13.15 Contact

You can contact us by telephoning our customer service team on 01642 249924, by writing to us at: Greenbank House, Sotherby Road, Middlesborough, TS3 8BT, or by email at service@greenbankgroup.net. If you have any questions or complaints about ordering Goods, please contact us using the relevant details above.

SCHEDULE 1 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO HIRE

In this schedule, expressions defined in the Conditions above and used herein shall have the same meaning as set out in the Conditions. The rules of interpretation set out in the Conditions shall apply to these additional terms.

If there is any conflict or ambiguity between the terms of these additional terms and conditions and a term contained in the above Conditions, these additional terms shall have priority, but only in regards to customer hire, rental and lease contracts.

1 EQUIPMENT HIRE

- 1.1 Greenbank shall hire the Goods to the Customer for use at the Site subject to the terms of this Contract.
- 1.2 Greenbank shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the equipment.
- 1.3 The Conditions in relation to hire shall comply with all applicable statutory and regulatory requirements and shall not conflict with the Finance & Leasing Association (FLA) Business Code of Conduct.

2 RENTAL PERIOD

The Rental Period starts on the Commencement Date and shall continue for the fixed period specified in the Hire Contract where it shall automatically renew for 6 months ("**Extended Term**") at the end of the Rental Period and at the end of each Extended Term without notice and on the same terms under this Contract, unless this Contract is terminated earlier in accordance with its terms.

3 RENTAL PAYMENTS AND DEPOSIT

- 3.1 The Customer shall pay the Rental Payments to Greenbank in full and in cleared funds within 30 days of receipt of the invoice and in accordance with the Payment Schedule. The Rental Payments shall be paid in GBP and shall be made by electronic bank transfer or by direct debit or by any other method agreed by the parties.
 - 3.1.1 Upon installation of the Goods, the Customer will be issued with the first rental invoice, covering the first month of rental, with following invoices being issued on a monthly basis.
- 3.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 3.3 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.4 If the Customer fails to make a payment due to Greenbank under this Contract by the due date, then, without limiting Greenbank's remedies under paragraph 5 of Schedule 1 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 3.5 Interest under this paragraph 3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 3.6 The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the equipment.

The Deposit amount payable is based on the Rental Period and Rental Payments for the hire of the Goods. The Deposit amounts are set out in the table below:

Rental Period of Equipment	Deposit
0-36 months	1 month Rental Payment
36+ months	3 month Rental Payment

The Customer shall, on the date of this Contract, pay the Deposit in full to Greenbank. If the Customer fails to make any Rental Payments in accordance with paragraph 3 and the Payment Schedule, or causes any loss or damage to the Goods (in whole or in part), Greenbank shall be entitled to automatically apply the Deposit against such default, loss or damage. Greenbank may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by Greenbank to the Customer. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period.

- 3.7 The Customer shall be responsible for all costs directly or indirectly incurred relating from the disconnection and/or transportation of the Goods from the Site to Greenbank's premises (such location to be notified to the Customer) upon termination of this Contract, howsoever caused. The Customer shall pay such costs to Greenbank on demand.

3.8 Greenbank reserves the right to withhold any unused deposit up to and until the Goods are returned to Greenbank pursuant to paragraph 6.1 of Schedule 1.

4 CUSTOMER'S RESPONSIBILITIES

4.1 The Customer shall for the duration of the Contract:

- 4.1.1 not sub-let or part with possession of the Goods at any time without Greenbank's prior written consent. If consent is given, such sub-let shall : (i) not allow the period of hire to exceed ninety (90) days and (ii) permit the Customer, as lessor, under such sub-let to terminate the hiring on notice (without default) of no more than sixty (60) days.
- 4.1.2 ensure that the Goods are kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
- 4.1.3 take such steps (including compliance with all health and safety and usage instructions provided by Greenbank) as may be necessary to ensure, so far as is reasonably practicable, that the Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 4.1.4 maintain at its own expense the Goods in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (only fair wear and tear excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Goods.
- 4.1.5 make no alteration to the equipment and shall not remove any existing component(s) from the Goods without the prior written consent of Greenbank unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Goods shall vest in Greenbank immediately upon installation;
- 4.1.6 keep Greenbank fully informed of all material matters relating to the Goods;
- 4.1.7 keep the Goods at all times at the Site and shall not move or attempt to move any part of the Goods to any other location without Greenbank's prior written consent;
- 4.1.8 permit Greenbank or its duly authorised representative to inspect the Goods at all reasonable times and for such purpose to enter upon the Site or any premises at which the Goods may be located, and shall grant reasonable access and facilities for such inspection;
- 4.1.9 maintain operating and maintenance records of the equipment and make copies of such records readily available to Greenbank, together with such additional information as Greenbank may reasonably require;
- 4.1.10 not, without the prior written consent of Greenbank, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 4.1.11 not without the prior written consent of Greenbank, attach the Goods to any land or building so as to cause the Goods to become a permanent or immovable fixture on such land or building. If the Goods do become affixed to any land or building then the Goods must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify Greenbank against all losses, costs or expenses incurred as a result of such affixation or removal;
- 4.1.12 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Greenbank in the Goods and, where the Goods has become affixed to any land or building, the Customer must take all necessary steps to ensure that Greenbank may enter such land or building and recover the Goods both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Greenbank of any rights such person may have or acquire in the Goods and a right for Greenbank to enter onto such land or building to remove the Goods;
- 4.1.13 not suffer or permit the Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Goods are so confiscated, seized or taken, the Customer shall notify Greenbank and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Goods and shall indemnify Greenbank on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 4.1.14 not use the Goods for any unlawful purpose;
- 4.1.15 ensure that at all times the equipment remains identifiable as being Greenbank's property and wherever possible shall ensure that a visible sign to that effect is attached to the Goods;
- 4.1.16 deliver up the Goods at the end of the Rental Period or on earlier termination of this Contract at such address as Greenbank requires, or if necessary allow Greenbank or its representatives access to the Site or any premises where the Goods are located for the purpose of removing the Goods;
- 4.1.17 not do or permit to be done anything which could invalidate the insurances referred to in clause 6.2 (Title, risk and insurance) of the Conditions;
- 4.1.18 provide appropriate power supply in accordance with any Goods specification and/or instructions from Greenbank with a minimum of motor rated type D breakers, terminated within 2 metres of the proposed location of the Goods. Greenbank shall require a copy of an electrical safety certificate for the isolator to be wired into so the Goods will be RCD protected;
- 4.1.19 be responsible for all associated building work (including civils and changes to current site services), regulations, surveys, flood risk

assessments, planning permissions, approvals and all electrical work associated or in connection with the Goods and their Delivery to the Customer's site; and

4.1.20 For the avoidance of doubt and where used in these Conditions, the expression 'fair wear and tear' is to be measured in accordance with like equipment of a similar age and use and Greenbank shall have sole discretion as to whether the Goods has been subject to fair wear and tear.

4.2 The Customer acknowledges that Greenbank shall not be responsible for any loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify Greenbank on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Contract.

5 TERMINATION

5.1 Without affecting any other right or remedy available to it, Greenbank may terminate this Contract with immediate effect by giving notice to the Customer if:

5.1.1 the Customer fails to pay any amount due under this Contract on the due date for payment;

5.1.2 the Customer commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;

5.1.3 the Customer repeatedly breaches any of the terms of this 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 this Contract;

5.1.4 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

5.1.5 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

5.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

5.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company);

5.1.8 the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver or a person becomes entitled to appoint a receiver over all of the assets of the Customer;

5.1.9 the Customer (being an individual) is the subject of a bankruptcy petition, application or order;

5.1.10 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;

5.1.11 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph 5.1.4 to paragraph 5.1.10 (inclusive); or

5.1.12 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

5.2 The Customer may terminate this Contract on giving not less than 3 months' written notice to Greenbank, provided that:

5.2.1 such notice to terminate shall not be served within 12 months of the Commencement Date; and

5.2.2 the Customer pays the total sum of 50% of its outstanding Rental Payments in full to Greenbank as compensation for early termination.

5.3 If Greenbank takes any steps in performing the Contract or delivering services to the Customer prior to it entering into the Contract, and the Customer cancels the Contract (for whatever reason), or withdraws from hiring the Goods prior to such Goods being delivered and/or installed, the following cancellation charges shall apply:

If such cancellation / withdrawal is:

5.3.1 more than 2 weeks from the estimated delivery date of the Goods – 25% of the total price stated in the Order;

5.3.2 between 1 – 2 weeks from the estimated delivery date of the Goods – 35% of the total price stated in the Order; and

5.3.3 less than 1 week from the estimated delivery date of the Goods – 50% of the total price stated in the Order.

The above cancellation charges shall be payable to Greenbank within 7 days of the Customer cancelling or withdrawing from the Contract.

5.4 If at any time within 30 days of the Goods being installed the Customer cancels the Contract (for whatever reason), or withdraws from hiring the Goods, provided that the Customer has not signed the relevant certificate of acceptance (or other similar document) with any other third party (including any financial provider), the following cancellation charges (in addition to any other cancellation charges in

this Contract) shall apply, if such cancellation / withdrawal from the Contract is:

- 5.4.1 between 15 – 30 days of the date of installation of the Goods – 25% of the total price stated in the Order;
 - 5.4.2 between 7 – 14 days of the date of installation of the Goods – 35% of total price stated in the Order; and
 - 5.4.3 less than 7 days of the date of installation of the Goods – 50% of the total price stated in the Order.
- 5.5 The above cancellation charges (together with any other cancellation charges) shall be payable to Greenbank within 7 days of the Customer cancelling or withdrawing from the Contract.

6 CONSEQUENCES OF TERMINATION

- 6.1 Upon termination of this Contract, however caused:
- 6.1.1 Greenbank's consent to the Customer's possession of the Goods shall terminate and Greenbank may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Goods and for this purpose may enter the Site or any premises at which the Goods are located; and
 - 6.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Greenbank on demand:
 - 6.1.2.1 in cases of termination as a result of paragraphs 5.1.2, 5.1.3 and 5.2.2, the Customer shall pay 50% of all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 7.7 and paragraph 3.5 of Schedule 1;
 - 6.1.2.2 any costs and expenses incurred by Greenbank in recovering Greenbank's reasonable assessment of the market value of the Goods on sale.
- 6.2 The sums payable pursuant to paragraphs 5.2.2 and 5.1.2.1 shall be agreed compensation for Greenbank's loss and shall be payable in addition to any other sums due to Greenbank. Such sums may be partly or wholly recovered from any Deposit held by Greenbank.
- 6.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

SCHEDULE 2

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE AND STANDARD SERVICING

In this schedule, expressions defined in the Conditions above and used herein shall have the same meaning as set out in the Conditions. The rules of interpretation set out in the Conditions shall apply to these additional terms.

If there is any conflict or ambiguity between the terms of these additional terms and conditions and a term contained in the above Conditions, these additional terms shall have priority, but only in regards to customer maintenance and servicing contracts.

1 SERVICE PAYMENTS

- 1.1 The Customer shall pay the Premium to Greenbank and in accordance with any applicable payment terms specified in the Maintenance and Service Order Form. The Premium shall be paid in GBP and shall be made by electronic bank transfer or by direct debitor by any other method agreed by the parties.
- 1.2 The Premium is exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 1.3 Unless indicated on the Maintenance and Service Order Form (or as otherwise agreed between the parties) the Premium will be payable in full in advance.
- 1.4 Any materials used or replaced on the Goods or Customer's goods will be charged to the Customer at cost unless included within the Premium and stated in the Maintenance and Service Order Form, subject to Greenbank first agreeing the same with the Customer that the materials should be used or fitted.
- 1.5 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 1.6 If the Customer fails to make a payment due to Greenbank under this Contract by the due date, then, without limiting Greenbank's remedies under paragraph 8 of Schedule 2 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 1.7 Interest under this paragraph will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

2 NORMAL SERVICING HOURS

- 2.1 The Premium for the Services assumes that the Services are undertaken during normal servicing hours (**Normal Servicing Hours**) unless specifically stated otherwise. The Normal Servicing Hours are as follows:
 - Normal servicing hours (Rate 1)
 - Monday to Friday: 07:30 – 16:30 ("Normal Servicing Hours")
 - Outside Normal Servicing Hours will only be available if agreed in the Customer's specific schedule.
- 2.2 For any Services undertaken outside of Normal Servicing Hours, Greenbank's additional rates shall apply.

3 INSPECTION OF EQUIPMENT

- 3.1 Prior to entering into the Contract, Greenbank must confirm that the Goods are in a safe and reliable condition and that there are no existing major defects.
- 3.2 If, after the Contract coming into existence, any faults are discovered or materials or parts are identified which would not have satisfied the above condition in paragraph 3.1, Greenbank reserves the right to amend the Contract. In the event that Greenbank amends the Contract, the Premium will be adjusted accordingly.

4 GREENBANK'S RESPONSIBILITIES

- 4.1 Greenbank represents and warrants to the Customer that:
 - 4.1.1 The Services will be performed:
 - 4.1.1.1 with all relevant due skill and care in line with best industry practice;
 - 4.1.1.2 in accordance with all applicable laws and regulations; and
 - 4.1.1.3 at the date of this Contract, Greenbank has obtained and will maintain for the duration of this Contract all permissions, licences and consents necessary for the performance of Services under this Contract.

5 SUPPORT STAFF AND TRAINING

- 5.1 Greenbank shall from time to time appoint a person who will fulfil a support and maintenance role (**Support Manager**) and who will be responsible for the co-ordination of all matters relating to the Services. All communications, documentation and materials relating to this Contract shall be sent as appropriate from or to the Support Manager. Greenbank will notify the Customer promptly should there be a change in Support Manager.
- 5.2 Greenbank will provide basic training for up to six (6) of the Customer's staff free of charge upon delivery and/or installation, excluding the movement of existing equipment. Upon completion of training, Greenbank will issue a certificate to the Customer for all participants. Training to additional members if Customer's staff can be provided for a charge.

6 EXCLUSIONS

- 6.1 The following are excluded from the Contract except by agreement between the parties that additional charges will apply before any Services commence:
- 6.1.1 Repairs of faults due to misuse, neglect, wilful damage or operating outside the specified limits as set out in the operation and maintenance manuals.
- 6.1.2 Repairs due to failure to report a known fault or malfunction or caused by unauthorised repairs or adjustments;
- 6.1.3 Repairs due to damage caused by metal, bricks, breeze blocks, concrete or any other similar hard wearing materials (**Materials**) which are not suitable for cardboard compactors or any other Goods which are not designed to specifically handle the Materials, regardless of whether the Materials are removed or destroyed prior to an inspection by Greenbank (Greenbank will have sole discretion in deciding whether such damage has been caused by the Materials).
- 6.1.4 Repairs due to Greenbank being denied access to the Site;
- 6.1.5 Replacement of capital and major items of plant or equipment due to external effect, age related failure, obsolete equipment, and obsolete spares.
- 6.1.6 The fitting of spares not supplied by or on behalf of Greenbank or the failure of the Goods due to the Customer not following any recommendations by Greenbank.
- 6.2 Greenbank may outright refuse to conduct the Services if it reasonably considers it unsafe to do so and/or by carrying out such Services it may contravene any applicable legislation.
- 6.3 The customer must maintain the machine as per manual supplied with the machine, especially cleaning of the machine, if this is not completed it may cause damage to the equipment.

7 REMEDIAL WORKS/EMERGENCY CALL-OUTS/VISITS

- 7.1 The Customer's permission will always be sought prior to the undertaking of any works outside the scope of this Contract. All work or Call Outs other than those specified in the Contract will be charged at the rates prevailing at the time of undertaking the works.
- 7.2 All emergency Call Out response times (to be communicated to the Customer) are subject to Greenbank's best endeavours and are not guaranteed.
- 7.3 All Site visits or labour required for repairs under this Contract are to take place within Normal Servicing Hours and are deemed to be included within the Premium. Any requirement for work to be completed at any other time will be subject to additional charges, as specified in paragraph 2 of Schedule 2.
- 7.4 Abortive visits to the Site by Greenbank resulting from inadequate notice, false, unjustified calls, inaccurate instructions, inaccessibility of the site, unavailability of the equipment for examination, maintenance or repair shall be charged at the appropriate rates as notified by Greenbank to the Customer
- 7.5 Greenbank may outright refuse to conduct the Services if it reasonably considers it unsafe to do so and/or by carrying out such Services it may contravene any applicable legislation.
- 7.6 The Customer must maintain the machine as per manual supplied with the machine, especially cleaning of the machine, if this is not completed it may cause damage to the equipment.

8 TERMINATION

- 8.1 Without affecting any other right or remedy available to it, Greenbank may terminate this Contract with immediate effect by giving notice to the Customer if:
- 8.1.1 the Customer fails to pay any amount due under this Contract on the due date for payment;
- 8.1.2 the Customer commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- 8.1.3 the Customer repeatedly breaches any of the terms of this 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 this Contract;
- 8.1.4 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 8.1.5 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 8.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 8.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company);
- 8.1.8 the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 8.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
 - 8.1.10 the Customer (being an individual) is the subject of a bankruptcy petition, application or order;
 - 8.1.11 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer assets and such attachment or process is not discharged within 14 days;
 - 8.1.12 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs 8.1.4 to 8.1.11 of Schedule 2 (inclusive); or
 - 8.1.13 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 8.2 This Contract may be terminated by either party at any time by giving no less than 3 month's written notice to the other party.

9 CONSEQUENCES OF TERMINATION

- 9.1 Upon termination of this Contract, however caused:
- 9.1.1 Greenbank provision of Services to the Customer shall terminate; and
 - 9.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Greenbank on demand:
 - 9.1.2.1 the Premium and all other sums due under the Contract, unpaid at the date of such demand together with any interest accrued pursuant to clause 7.7 of the Conditions and paragraph 1.7 of Schedule 2; and
 - 9.1.2.2 any costs and expenses incurred by Greenbank in collecting any sums due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 9.2 Upon termination of this Contract pursuant to paragraphs 8.1.2 or 8.1.3 of Schedule 2, or any other repudiation of this Contract by the Customer which is accepted by Greenbank, without prejudice to any other rights or remedies of Greenbank, the Customer shall pay to Greenbank on demand a sum equal to 50% of the whole of the Service Payments that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Service Period, less a discount for accelerated payment as set out in the Service Payments.
- 9.3 The sums payable pursuant to paragraph 9.2 (of this Schedule 2) shall be agreed compensation for Greenbank loss and shall be payable in addition to any other sums due to Greenbank. Such sums may be partly or wholly recovered from any Deposit held by Greenbank.
- 9.4 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.