

GREENSTAR LTD., (hereinafter referred to as the “Company”)

CONDITIONS OF SALE AND/OR HIRE

1. DEFINITIONS

- 1.1 “Equipment” means the Equipment described in the Master Schedule as the equipment for the each of the Sites provided by or on behalf of the Company for the collection of waste and recyclable materials or any substituted equipment for such equipment and any additional equipment for such purposes supplied from time to time to the Customer by or on behalf of the Company.
- 1.2 “Waste Material” shall mean all material as described in Master Schedule produced at sites operated by the Customer and placed in the Equipment provided for this purpose by or on behalf of the Company and destined for disposal.
- 1.3 “Recyclable Material” shall mean all material in the categories set out in the Master Schedule which is produced at the Sites by the Customer and segregated and placed in designated containers or baled and separated by the Customer for collection and destined for recycling or recovery.
- 1.4 “the Sites” shall mean the sites operated by the Customer where Waste and Recyclable Material is to be collected such sites being more particularly described in the Master Schedule.
- 1.5 “the Master Schedule” shall mean the Schedule annexed to this Agreement setting out the location of the Sites and the types and volumes of waste to be collected by or on behalf of the Company based upon information supplied by the Customer.
- 1.6 “the Services” means :-
 - 1.6.1 the supply of the Equipment for use by the Customer at the Sites.
 - 1.6.2 the collection and disposal of the Waste Material.
 - 1.6.3 the collection and disposal or submission to recovery or recycling of the Recyclable Material.
 - 1.6.4 any additional services expressly agreed in writing between the Customer and Company and signed by duly authorised persons as being part of the Services to be performed under this Agreement.

1.7 “Material” shall mean Waste Material and/or Recyclable Material.

2. SUPPLY OF SERVICES

- 2.1 The Company agrees to provide the Services in a proper and efficient manner and in accordance with all relevant statutory requirements relating to the performance of the Services.
- 2.2 The frequency set out in the Master Schedule for performance of the Services are indicative only and the Company shall have the right to make reasonable changes to those times and dates to meet operational requirements and where possible the Company shall give prior notification of such changes to the Customer.
- 2.3 If the service is not carried out on the day specified in the Master Schedule the Company reserves the right to reschedule the visit to the next reasonable opportunity for such service and no claim shall lie against the Company by the Customer in this respect.

3. OBLIGATIONS OF THE CUSTOMER

- 3.1 The Customer warrants that the description of the Waste Material or Recyclable Material set out in the Master Schedule (and any subsequent correspondence) is true, complete and accurate in all material respects and the Customer remains responsible for accurately describing such materials notwithstanding any advice given by or analysis undertaken by the Company. If at any time the Company becomes aware that the Material does not accord with the description provided by the Customer then the Company may suspend the performance of the Services hereunder and/or return the Material to the Customer at the Customer's expense and/or require the Customer to remove the Material from the Equipment and/or at the cost of the Customer deliver the Material to a facility entitled to accept such material and/or adjust the price payable for the Services on account of the new description of the Material.
- 3.2 The Customer shall ensure that all waste to be collected shall be deposited in the Equipment and there shall be no obligation upon the Company to collect any Material that is loose and not so contained unless specific agreement for such collection is made in writing outside the terms of this Agreement.
- 3.3 The Customer shall ensure that each category of Recyclable Material specified in the Master Schedule shall be placed in a segregated container or baled and separated from other Waste and Recyclable Material. Any failure to comply with this requirement or any contamination caused to Recyclable Material that reduces its value shall result in the Company treating the said Recyclable Material as contaminated and the Customer shall meet all costs associated with its removal transport and disposal as Waste Material.
- 3.4 The Customer shall comply with all relevant legal requirements in connection with the storage and accumulation and any relevant treatment of Material on its Sites.
- 3.5 The Customer will ensure that all packaging waste to be collected for disposal by greenstar will be presented in compliance with Article 5 of Part II of the Waste Management (Packaging) Regulations 2003.

4. PRICE AND PAYMENT

- 4.1 The price of the equipment or services provided shall be as per the Master Schedule, however the Company reserves the right to amend these prices during the course of the Agreement. If any sum owed by the Customer to the Company should be overdue for payment, the Company may withhold any equipment or services due for dispatch to the Customer under any contract without prejudice to the Company's rights and the Customer's liability under such contract.
- 4.2 In the case of all equipment hired, the hire price will be payable upon delivery of the hired equipment to the customer.
- 4.3 The Company reserves the right not to collect hired equipment (including in particular, waste disposal skips and containers) until full payment of the hire price has been received by the Company. In the case of delay in collection caused by failure to make full payment, further hire charges will be levied at the Company's normal daily hire rate for such equipment.
- 4.4 All prices quoted are exclusive of Value Added Tax which will be payable in addition by the Customer at the appropriate prevailing rate.
- 4.5 All prices are quoted inclusive of landfill tax at the rate applicable at the date hereof. If the rate of landfill tax shall increase then the Company shall be entitled to increase the prices payable hereunder under the provisions of sub-clause 4.1 of this Agreement.
- 4.6 The Company shall submit a monthly invoice to the Customer on the first day of each month for all scheduled work in accordance with the Master Schedule. Further invoices shall be submitted during the course of the each month for any services performed for the Customer in addition to those specified in the Master Schedule.
- 4.7 If the weight of any container exceeds the maximum weight detailed in the Master Schedule for such container then an additional charge shall be payable for such excess based upon the weight of such excess and the rate payable per tonne for the contents of such container.
- 4.8 Invoices shall be paid in full to the Company and the Customer shall have no right of credit set-off counterclaim or lien or any similar right or claim in order to justify withholding payment of any such amount in whole or in part.
- 4.9 Unless otherwise agreed in writing by the Company, payment shall be made within 30 days from date of invoice, payment within such period shall entitle the Company to suspend the performance of the Services but without prejudice to any other remedy or right to receive payment. If payment is not made within 30 days then the Customer shall pay to the Company in addition to the sum due interest at the rate of 2% per annum above the prime lending rate of Bank of Ireland.
- 4.10 The parties agree that the prices indicated in the Master Schedule for recyclable materials are indicative only and that the price may vary from time to time depending upon market conditions and accordingly it is agreed that the Company may vary such price from time to time when it considers that a change has taken place.
- 4.11 In the event of any primary or secondary legislation, rule, order or scheme made or proposed by any legislative body or competent authority imposing on the Company or the Customer any sum tax levy or charge that is either not already payable at the date hereof or which increases any of the same that are already payable then the prices set out in this Agreement and the Master Schedule may be varied by the Company forthwith to reflect such additional costs.

5. DELIVERY

- 5.1 Should the Company be delayed in or prevented from making delivery of the equipment or services due to war, strikes, lock-outs, fire, floods, explosion, labour disturbances, trade disputes or shortages in raw material or due to any other cause whatsoever beyond the control of the Company, the Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage arising therefrom.
- 5.2 The Company shall not be liable for any damages, discrepancy or shortage in the equipment sold or hired unless the Customer notifies the Company within 48 hours of the time of delivery of the equipment.
- 5.3 In the case of waste disposal skip hire the Company shall so far as practicable notify the approximate time of delivery of the skip. The customer will in all cases indicate either in advance or at the time of delivery, the location on site where delivery is desired, and in default of such indication, the Company shall be entitled to deposit the skip wherever the Company shall deem most suitable and convenient, but without any liability or responsibility to the customer or any third party arising out of the Company's choice of such location of delivery.
- 5.4 The Company at all times reserves the right to refuse delivery of the equipment at any particular location where in the opinion of the Company, a danger or risk will be created thereby, being in particular, a risk of danger or injury to third parties.
- 5.5 The Company reserves the right to refuse delivery to any location or site where such a delivery would be contrary to any law or bye-law in force.
- 5.6 The Company reserves the right at the date of creation of any contract for hire, to require prior production and sight of a suitable public liability insurance policy indemnifying the hirer in respect of any third party claims that may arise out of the use of the equipment on hire by the hirer.

6.0 DUTIES OF HIRER/CUSTOMER - DAMAGE TO EQUIPMENT

- 6.1 The Customer and/or hirer as appropriate will be liable to take all reasonable care of equipment including inter-alia, bins, compactors, balers and all other equipment in the Customer's and/or hirer's custody, and shall be liable for any damage howsoever caused to the equipment arising from the loss, neglect or default caused by the Customer/hirer or their agents.
- 6.2 The Customer and/or hirer shall not rely upon any representation concerning any equipment supplied unless it has been made by the Company in writing.
- 6.3 The Company shall be under no liability for any loss or damage however arising, resulting from the use or conversion of the equipment by the Customer, and the Customer shall indemnify the Company in respect of any claim by a Third Party for loss or damage resulting as aforesaid.
- 6.4 The customer will use waste disposal skips and/or containers only for the disposal of suitable materials under the European Communities (Toxic Dangerous Waste) Regulations 1982, and will not seek to deposit hazardous or toxic waste, liquid waste or car tyres, paint tins etc. in the said skips and/or containers.
- 6.5 The customer shall not overload any such skip and/or container and the Company reserves the right to refuse to remove or collect such skip and/or container in the event of overloading or for other good reason, and the decision of the Company shall be final in this regard.
- 6.6 The Customer shall have full responsibility for ensuring that hired equipment are adequately lit during lighting-up hours, and that they shall not pose a hazard or danger to any Third Party.
- 6.7 The Customer shall not move any waste disposal skip and/or container from the point of delivery by the Company.
- 6.8 The Company shall have the right to remove hired equipment including waste disposal skips and/or containers without prior consultation with the hirer/customer and without any liability arising out of the same, save that the Company will reimburse to the hirer/customer the proportion of hire relating to the period of such early collection.

7.0 THE EQUIPMENT

- 7.1 Any Equipment delivered to any of the Sites as part of the Services by the Company or its sub-contractors shall remain in their ownership at all times but the Customer shall be responsible for the safety and protection of such Equipment and for any damage to the same while it is on the Site in question and shall not part with possession of the Equipment or permit it to be used by any third party.
- 7.2 The Customer shall be wholly responsible for the safety of any employees of the Customer or the Company or its sub-contractors and any third parties in relation to the presence of the Equipment upon the Site and the Customer shall carry out a proper and sufficient risk assessment relating to the presence and use of the Equipment on site and for its removal from the Site by the Company or its sub-contractors and shall supply a copy of the same to the Company and communicate such risk assessment to all relevant employees of the Customer. The Customer shall not place any names notices or labels on such equipment without the consent in writing of the Company or its sub-contractors.
- 7.3 The Company may at its discretion replace any of the equipment at any time while this Agreement subsists with other Equipment of a similar standard and specification.
- 7.4 The Customer shall immediately inform the Company upon becoming aware that any of the Equipment is unsafe or not in working order and shall forthwith cease to use such Equipment until the Company has had the opportunity to inspect it and if necessary replace it. The cost of any damage to the Equipment shall be met by the Customer upon the basis set out in sub-clause 6.1 above. In the event of any of the Equipment having to be replaced as a result of damage to the Equipment whilst on any of the Sites then the Customer shall pay the replacement cost as set out in the Master Schedule. The Customer shall inform the Company forthwith if any individual is injured in connection with the use of the equipment or if any reportable incident takes place involving the equipment or its use.
- 7.5 The Customer shall agree with the Company the appropriate safe location for the siting of the Equipment on the Site and the Customer shall not place the Equipment in any other location without the prior written agreement of the Company or its sub-contractor. The collection may be suspended if the location of the Equipment has been changed without agreement.
- 7.6 The Customer shall ensure that the Equipment is used properly and within its specification and shall not overload or misuse the equipment. If in the reasonable opinion of the Company or its sub-contractor the Equipment or any container to be collected by the Company or its sub-contractor is overloaded then such Equipment or container will not be removed from the Site. The Customer will be given the option of removing material to prevent the overloading, failing which, the Services shall be suspended in relation to that equipment or container.
- 7.7 The Customer shall ensure that the Company or its sub-contractors are given safe access to the Equipment in the agreed location for the purpose of carrying out the Services and for inspection and maintenance of the Equipment and if necessary taking any samples of any Material. Failure to give such access shall entitle the Company to suspend the Services for that Site. Upon termination of this Agreement the Customer shall forthwith provide safe access to enable the Company or its sub-contractors to remove any Equipment remaining on any of the Sites.
- 7.8 The Customer shall not be responsible for reasonable wear and tear on such Equipment nor for any damage caused by the negligence of the Company or its sub-contractors.
- 7.9 If the Customer uses its own equipment for the treatment or storage of Material, and Material collected from any Site is collected in or from such equipment, then the Customer shall undertake a full and sufficient risk assessment of the operation of the equipment and its use by its employees, the Company and the Company's sub-contractors and shall effectively communicate such risk assessment to such parties. The Customer shall keep such equipment in good repair and condition and properly maintained and safe.

8.0 INDEMNITY

- 8.1 The Customer shall be responsible for all expenses involved arising from any breakdown and all loss or damage by the Company due to the Customer's negligence, misdirection or misuse of the plant, whether by the Customer or his servants, and for the payment of hire at the appropriate idle time rate during the period the plant is necessarily idle due to such breakdown, and the Customer shall be responsible for any liability arising out of the positioning and/or use of the said equipment during the period of hire.
- 8.2 The aggregate liability of the Company and its sub-contractors to the Customer (whether in respect of claims in contract or negligence or breach of statutory duty nuisance or howsoever caused) shall be limited to and in no circumstances shall exceed €2,500,000, provided that nothing in this Agreement shall have the effect of excluding or restricting the liability of the Company or its sub-contractors for death or personal injury resulting from their negligence.
- 8.3 The Company shall have no liability for any loss or damage arising from the acts omissions negligence or default of the Customer or its servants or agents and the Customer shall indemnify the Company and its sub contractors in respect of all costs claims demands and expenses incurred as a result of the same.
- 8.4 The Customer hereby covenants throughout the term of this Agreement to maintain public liability insurance with a reputable and established insurer in the sum of not less than €2,500,000 for any one occurrence or series of occurrences arising out of one event and to provide proper evidence of the same when requested by the Company.

9.0 RETENTION OF TITLE CLAUSE

- 9.1 Notwithstanding delivery, legal title of the property and equipment intended to be sold shall remain with the Company until payment for the equipment has been received in full.
- 9.2 Notwithstanding 9.1 above, the risk in the equipment shall pass to the Customer upon delivery (i.e. ex works or as otherwise specified in the contract).
- 9.3 The Company shall not be liable for any damage to surfaces, manholes, walls or property, caused by the Company vehicles or equipment while on the Customer's premises, and the Customer will indemnify the Company in respect of any claim by a Third Party for loss or damage resulting as aforesaid.
- 9.4 Without prejudice to all other remedies available to the Company hereunder, ownership and risk in Material shall pass from the Customer as soon as a collection vehicle leaves the relevant Site and thereafter the Company or its sub-contractors shall be entitled to dispose of such Material as they may think fit.

10.0 LAW

These conditions shall be construed in accordance with and governed by Irish Law.