

BPR GROUP EUROPE LTD

STANDARD TERMS & CONDITIONS OF SALE

1. DEFINITIONS

- 1.1. Paper Round and Secure Paper are trading names of BPR Group Europe Ltd (registered number 3961507) having its registered office at 52 Lant Street, London SE1 1RB (**BPR Group**).
- 1.2. The Customer means the company, partnership, group or individual placing an order with BPR Group and any of its divisions of which these terms and conditions form part.
- 1.3. The Goods means goods to be supplied by BPR Group.
- 1.4. The Services means services to be provided by BPR Group.
- 1.5. The Order means any order for Goods or any Services placed by the Customer with BPR Group either orally or in writing.
- 1.6. The Agreement means these Standard Terms and Conditions of Sale.

2. GENERAL

- 2.1. These Standard Terms and Conditions of Sale represent the entire agreement between BPR Group and the Customer unless specifically modified or superseded in writing by a duly authorised representative of BPR Group and shall prevail over any Terms & Conditions contained in any Order made by the Customer or in any document or oral representation made by the Customer which purports to have a contractual meaning. The Customer shall be deemed to have accepted these Conditions of Sale if any of the following events occur:

- 2.1.a. The Customer places an order having previously been supplied with a copy of these Conditions of Sale; or
- 2.1.b. BPR Group sends and the Customer receives an order acknowledgement on delivery from BPR Group, which includes these Conditions of Sale.
- 2.1.c. The Customer places an order or receives an order acknowledgement which refers to the Conditions of Sale being available to view at www.paper-round.co.uk/t&cs.

3. PERFORMANCE OF SERVICES

- 3.1. BPR Group warrants that:
 - 3.1.a. it will perform the Services through appropriately experienced, qualified and trained personnel with all reasonable skill, care and diligence;
 - 3.1.b. it will discharge its obligations hereunder with all reasonable skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures.

4. COLLECTION OR DELIVERY

- 4.1. Any collection or delivery date given by BPR Group is an estimate and BPR Group will not be liable for any loss or damage arising directly or indirectly from any delay in collection or delivery.
- 4.2. if collection or delivery is delayed BPR Group will use all reasonable endeavours to collect or deliver within one working day and in any event no later than 3 working days after the original date given.
- 4.3. The Goods will be deemed to be delivered and, notwithstanding paragraph 6.1 of these Standard Terms, the risk will be deemed to have passed to the Customer upon delivery to the Customer's premises or nominated location or to agents of the Customer or persons or carriers as specified in the Order.

5. MEMBERSHIP

- 5.1. BPR Group may at its sole discretion offer the Customer membership in its recycling service. Membership gives the Customer access to preferential prices for Services, provided certain restrictions are met. BPR Group will clearly notify the Customer of the restrictions when membership is offered.
- 5.2. An offer of membership may be made by BPR Group issuing a Joiner form and shall be deemed to be accepted by the Customer either (a) returning the Joiner form signed (b) paying the membership fee or (c) subsequently placing an Order for Services.
- 5.3. Membership is for a period of 12 months. The membership fee is non-refundable. It may be transferred by the Customer to another address, provided that address is in an geographic area serviced by BPR Group.
- 5.4. BPR Group may at its sole discretion renew the offer of membership by sending the Customer an invoice at the prevailing rate for membership for the next 12 months.

- 5.5. The Customer is under no obligation to accept the offer for membership and may let membership lapse with no penalty or notice.
- 5.6. The offer of membership renewal shall be deemed to be accepted by the Customer either (a) paying the membership fee or (b) subsequently placing an Order for Services.
- 5.7. Failure by the Customer to pay the membership fee within 90 days of renewal date will result in any offer of preferential prices by BPR Group being withdrawn. All Services previously supplied at preferential rates from membership renewal date may be re-priced at BPR Group standard rates. The Customer shall be liable for the difference between the two and will be sent an invoice for the balance outstanding.

6. TITLE

- 6.1. The title of Goods supplied by BPR Group shall remain with BPR Group until payment of the invoice in full.

7. PRICING AND PAYMENTS

- 7.1. Prices are exclusive of any taxes. Statutory taxes (such as Value Added Tax) where applicable will be added to prices at the prevailing rate at the date of the invoice.
- 7.2. Payment in full (without any set-off or deduction) should be made to BPR Group in pounds sterling and in cleared funds within thirty days of the date of the invoice.
- 7.3. Interest will be charged at the rate of 4% above the Base Rate for the time being of Royal Bank of Scotland plc on any sums overdue.
- 7.4. BPR Group reserves the right to levy a fuel surcharge in every month that diesel prices are higher than £1.20 (incl VAT) per litre as listed on AA Roadwatch diesel price (London).

8. NOTICE

- 8.1. The Customer agrees to give not less than 90 days notice of its intention to terminate the Services.
- 8.2. If the Customer wishes to terminate with less than 90 days notice it agrees to pay the amount that it would have paid during the notice period.
- 8.3. The Customer may terminate the Services immediately with no penalty if BPR Group fails to maintain the confidentiality of records or media entrusted to it for confidential destruction.

PLEASE READ THE FOLLOWING CLAUSES CAREFULLY. THEY DEAL WITH IMPORTANT ASPECTS OF THE UNDERTAKINGS OF BPR GROUP UNDER THIS AGREEMENT.

9. WARRANTIES & EXCLUSIONS – GENERAL

- 9.1. The prices charged for goods and the service charges made by BPR Group are based on the assumption by the Customer of the risk of all losses arising from any breach of the undertakings of BPR Group in this Agreement or from the negligence of BPR Group, its employees or agents, other than the losses for which BPR Group expressly assumes liability in this Agreement.
- 9.2. The risk assumed by BPR Group under this Agreement regarding property damage or any other economic loss is limited to compensation for direct losses arising from BPR Group's breach of contract or negligent act.
- 9.3. The term "direct losses" includes the price or service charges paid in respect of the particular goods or service which caused the loss and, subject to paragraph 11.1 with respect to goods, any additional costs incurred by the Customer in having the service properly performed. The term "direct losses" does not include any losses caused to the Customer from any loss of business, lost revenue or lost profits or from any additional costs incurred by the Customer that are not related to the performance of the particular service in question.

10. WARRANTIES & EXCLUSIONS – SERVICES

- 10.1. BPR Group's pricing structure for the services it provides is based on the assumption by the Customer of all risks of loss arising from any breach of the undertakings of BPR Group in this Agreement other than those expressly assumed by BPR Group in this Agreement. BPR Group will not be liable in any circumstances (including circumstances where BPR Group, its employees or agents are negligent) for indirect or consequential losses. This disclaimer of liability includes (but is not limited to) losses of revenue or profits, losses arising from the fact that the Service were not properly performed, or that the Customer may be exposed to claims for compensation for economic loss from its customers, clients or other parties in contractual or economic relations with the Customer.
- 10.2. BPR Group makes every reasonable effort to protect the confidentiality of

- records and media entrusted to it for secure destruction but cannot assume responsibility for losses arising from any failure to maintain confidentiality unless the Customer informs BPR Group prior to the acceptance of the Order of the risks arising from any disclosure. BPR Group reserves the right to charge a premium if the additional risk it agrees to assume under this sub-section is considered by it (in its sole discretion) to be material.
- 10.3. BPR Group accepts no responsibility and gives no undertakings for the confidentiality of records and media collected for recycling.
- 10.4. BPR Group's liability under this Agreement shall in no circumstances exceed five times the total annual service charges payable by the Customer to BPR Group.
- 10.5. The Customer agrees that any employee or agent of BPR Group shall, while performing his or her duties as such employee or agent, be entitled to the same limitation of and protection from liability under this agreement as BPR Group.
- 11. WARRANTIES & EXCLUSIONS - GOODS**
- 11.1. Unless otherwise specified, BPR Group guarantees to replace or (at its option) repair any Goods supplied by it provided; (a) payment has been received in full and (b) BPR Group has been informed promptly of the discovery of any such defect and (c) such defect is reported within one week of supply by the Customer.
- 11.2. This guarantee does not apply to fair wear and tear or to damage due to negligence or improper handling by the Customer, its employees or agents or third parties.
- 11.3. Without prejudice to the foregoing, BPR Group shall not be liable for any lost profits arising from defects in the Goods and in no circumstances be liable for any loss or damage costs or expenses which exceed in the aggregate the sale price of the Goods.
- 12. OVER/SHORT/NON-DELIVERY**
- 12.1. If the quantity of Goods delivered is more than that agreed by BPR Group and the Customer, the Customer shall not be entitled to reject the delivery, but BPR Group will collect such excess Goods from the Customer's premises (or from such address as is reasonably specified by the Customer) if the Customer notifies BPR Group within the time limits set out in Condition 12.3. If the Customer does not notify BPR Group within the prescribed time limits, BPR Group may invoice the Customer and the Customer shall pay BPR Group.
- 12.2. If the quantity of the Goods delivered is less than that agreed by BPR Group and the Customer, the Customer shall not be entitled to reject the delivery, but shall be entitled only to a further delivery of Goods, to make up the deficiency, or (at BPR Group's option) a refund by way of a credit note of the appropriate part of the purchase price.
- 12.3. The Customer shall however have no entitlement whatsoever in respect of such non-delivery/over-delivery/short delivery:
- 12.3.a. Unless such claim is made to BPR Group's sales office by the close of business on the second Working Day following the day of purported delivery. If the claim is made by telephone the Customer must note both the name of the person spoken to and any acknowledgement reference given; or
- 12.3.b. Unless the Customer notifies the carrier in writing of any such over delivery, short delivery or non delivery; and enters a note of the same upon the carrier's receipt (except in the case of non delivery). If by reason of the failure of the Customer to give such notice BPR Group is prevented from successfully claiming against the carrier for such over delivery, short delivery or non delivery, the rights of the Customer under this Condition shall not apply and the Customer shall be liable to pay the full price for all the Goods which are subject of the Contract.
- 13. RETURNS**
- 13.1. BPR Group at its sole discretion may accept the return of any of the Goods supplied to but not required by the Customer (upon such terms in respect of a handling charge or otherwise as BPR Group may choose) and to issue a credit note in respect thereof. Any request by the Customer to return Goods must be made in accordance with the provisions of BPR Group's Customer Returns Policy (available at http://www.paper-round.co.uk/recycle-with-us/PaperRound_Customer_Returns_Policy.pdf)
- 14. CLAIMS PROCEDURE IN RESPECT OF DEFECTIVE GOODS**
- 14.1. BPR Group must be notified of any claim in respect of any Goods alleged to be defective specifying the reason giving rise to such claim. Notification must be made within 5 Working Days. Where the Customer makes such a claim or request by telephone it must note the name of the person spoken to and any acknowledgement reference.
- 14.2. In addition, where it is alleged by the Customer that any of the Goods are defective due to damage occasioned to them, the Customer shall notify the carrier in writing of such damage and notify BPR Group within three Working Days time. If by reason of the failure of the Customer to give any such notice, BPR Group is prevented from successfully claiming against the carrier for such damage, the Customer shall be liable to pay for the Goods as though no such damage occurred.
- 14.3. Where the Customer could not have discovered the subject of the claim within the time limits set out above then the Customer must notify BPR Group within a reasonable time of the discovery of the potential claim.
- 15. SAFETY**
- 15.1. The Customer shall be wholly responsible for the safety of employees, agents and sub-contractors of BPR Group entering the Customer's premises for the purposes of delivering Goods or providing the Services.
- 16. DAMAGE TO PROPERTY**
- 16.1. BPR Group must be notified in writing with photographic evidence within two working days of any claim in respect to damage to property alleged to have occurred during provision of the Services or delivery of Goods. BPR Group must be given the opportunity to inspect the alleged damage and at BPR Group's option to make good any damage. In the event that liability is admitted and the Customer arranges for repair two quotations must be obtained and BPR Group's approval obtained before work is authorised.
- 17. ASSIGNMENT & SUB-CONTRACTING**
- 17.1. BPR Group may transfer any of its rights or responsibilities under the Agreement to another person at any time. You may not transfer any of your rights or responsibilities under the Agreement to another person without our prior written consent.
- 17.2. BPR Group may sub-contract the performance of the Service (or any part of it) without your consent
- 18. GOVERNING LAW**
- These conditions shall be subject to and construed in accordance with English Law and the Customer submits to the non-exclusive jurisdiction of the English Courts.