

Terms and Conditions for provision of security shredding services incorporating our -
“Confidential Waste shredding and recycling Agreement”

1. INTRODUCTION & DEFINITIONS: This Agreement reflects the contractual relations agreed between the parties in respect of the supply of a confidential waste collection or delivery service and directly related shredding and recycling service by Highlander to the customer.

COLLECTION EQUIPMENT: This service may also include the provision of secure storage and collection equipment including but not limited to office consoles / cabinets, lockable wheeled bins of various sizes, lockable walk-in closed containers of various sizes, one-use plastic sacks & tags, archive boxes, pallets of material, plastic tubs, stillages or cages et al. the exact specifics of which shall be detailed in the quotation letter we provide to the customer before this contract is signed by both parties.

PERMITTED WASTE: For the purposes of this contract will mean: “office papers deemed as confidential by the customer and as such, placed in the appropriate collection equipment as would normally be supplied by Highlander. This material would generally consist of papers such as invoices, contracts, payroll documents, personnel files, memos, printer or photocopy misprints and other office generated papers that if improperly shared or exposed may be deemed as a breach of the “Data Protection Act 1998”. This material when collected will be destined for shredding, then recycling at our fully accredited security shredding facility.

RECOVERED MATERIAL LOAD STANDARDS & MATERIAL QUALITY SPECIFICATION
Full details of this document can be found on our main company website being: www.highlanderinternational.co.uk in the Documents section, then Guidance documents. The quality specification required for confidential waste is that of “Sorted office waste” (SOW) and details of the quality required is found on page 15 of the specification document.

2. This Agreement and our terms:

a. This Agreement is binding on Highlander only when signed by a suitably authorised Highlander International Recycling Ltd. Manager or Director – this agreement is binding on, and will be deemed as accepted by the customer upon either delivery of any collection equipment, execution of any collection service, or confirmation of service provision from the customer to Highlander, by any means including but not limited to e-mail, fax, telephone call or otherwise. This Agreement, along with our general terms and conditions of sale, general terms and conditions of purchase and our Highlander International “RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS” document (the latter document, which details the quality specification of the confidential waste to be collected under the grade “SORTED OFFICE WASTE”) contains the entire terms pertaining to our agreement and contract between the parties in respect of its subject matter and these Highlander provided documents, supersedes all previous agreements and understandings between the parties with respect thereto. It may not be modified except by an instrument in writing signed by a duly authorised representative of Highlander giving the customer no less than 7 working days notice after which the modifications of the agreement will be deemed as accepted by the customer. Terms and Conditions of any nature supplied by and appearing on a Customer’s order form, printed stationery or any other form of communication to Highlander, its employees, or other representatives shall have no effect on this agreement under any circumstances and this agreement and accompanying documents takes precedence over any customer terms & conditions, however communicated, at all times.

b. In these terms and conditions, terms shall have the meanings ascribed to them:

‘the Location’ means the place to which the collection equipment is delivered and stored, or, as the case may be, from which the collection equipment is collected and / or serviced, or when no collection equipment is to be supplied, from where the confidential waste material is

to be uplifted. "Permitted Waste" means confidential waste paper only as the Customer shall have disclosed and Highlander shall have agreed and as meets the specification of "SORTED OFFICE WASTE" as detailed in the Highlander International "RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS" document and shall not under any circumstances include (i) special waste within the meaning of the Special Waste Regulations 1996 (as amended), (ii) builders rubble, (iii) metal, large volumes of polystyrene, wood, plastic, sand, glass, stone or general rubbish unless expressly permitted in writing as a chargeable service. "The Services" means the provision of the Collection Equipment including but not limited to office consoles, wheeled containers, collection sacks and tags, closed containers, archive boxes, pallets of materials and others as agreed and the periodic uplifts thereof and the collection, shredding and recycling of Waste there from. "Working Hours" means between 09 00 and 16 00 Monday to Friday inclusive but excluding bank holidays and other public holidays.

3. Highlanders Obligations

a. Highlander shall:

- (i) Arrange for the Collection Equipment, where agreed, to be delivered, serviced to and installed ready for use at the Location, and where appropriate instruct the Customers nominated persons in the use and routine care of it.
- (ii) Where applicable, and if the relevant service option has been selected by the customer, provide emptying / servicing / exchange of equipment on an agreed periodic schedule or an "on request" basis where the customer shall inform us of their collection requirements, in respect of the collection equipment and the confidential waste contained therein, in accordance with the agreed service schedules and in accordance with the obligations of Highlander as detailed under the terms of this agreement.
- (iii) On first notification by the Customer that the confidential waste is ready for uplift, arrange for the Collection Equipment / confidential waste to be lifted, collection equipment where issued and where applicable exchanged and / or replaced, and the confidential waste securely shredded within 24 hours of receipt by Highlander & responsibly recycled thereafter
- (iv) Provide to the customer within 48 hours of receipt of the confidential waste at the premises of Highlander, a destruction certificate signed only by authorised and approved employees by way of e-mail, fax or by standard postal service.
- (v). In the performance of its obligations, Highlander shall exercise all reasonable skill, care and diligence. Time for performance shall be of the essence, save that, in performing its obligations under Clause 3 (iii) previous, Highlander shall arrange for collection / exchange of the collection Equipment as soon as practicable following notification from the customer.
- (vi) Where applicable, when confidential waste is to be collected by Highlander as indicated in this Agreement and as regulated under the general terms and conditions of purchase, general terms and conditions of sale and our Highlander International "RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS" document, and if previously agreed with customer in writing, we will be obliged to make each Payment promptly, 30 days from the end of the month the confidential material was received, either on receipt of a suitable invoice from the customer or where permitted by the customer, 30 days from the end of the month of receipt of the confidential material, when Highlander generate a self-bill invoice for the confidential waste purchased.

4. Customer's Obligations

a. The Customer shall,

- (i) Where applicable, make each Payment within 28 days of receipt of invoice from Highlander. It is a vital condition of this Agreement that each and every payment due from the customer is paid in full and on time.
- (ii) At all times where appropriate provide a suitable power supply for any collection equipment that so requires it, and provide a safe and secure storage point with easy access to Highlander service staff, to service the Collection Equipment for operational, collection, shredding and final recycling purposes.

- (iii) Use the Collection Equipment for the sole purpose of receiving and storing, ready for collection, shredding and recycling, confidential Waste paper.
- (iv) Not at any time place within the Collection Equipment any waste which is not Permitted Waste, including but not limited to, Wood, plastic, sand, glass, stone or general rubbish an any waste that contravenes the specification for "Sorted office waste" as detailed in the Highlander International "RECOVERED MATERIAL LOAD STANDARDS AND MATERIAL QUALITY SPECIFICATIONS" document, unless expressly permitted in writing by Highlander.
- (v) Not overload the Collection Equipment, and you will promptly notify Highlander as soon as possible when the collection equipment requires collection / exchanged / serviced.
- (vi) Take all steps as may be recommended by Highlander or by the manufacturer or supplier of the Collection Equipment or as may otherwise be necessary, to ensure that the storage and use of the Collection Equipment will be safe and free from all risk to health when properly used by the Customer, its employees or other representatives of the customer.
- (vii) Not, without the prior written consent of Highlander, remove the Collection Equipment from the Location.
- (viii) Not make any modification to the Collection Equipment, or dispose of, or part with possession of the equipment, or allow someone else to use it for any reason.
- (ix) Not to allow any other similar or identical collection equipment to be located by another company on the location who are not approved by Highlander, for the purpose of receiving and storing, ready for shredding and recycling, confidential waste which is contracted to be collected under our Confidential Waste shredding and recycling Agreement.
- (x) Immediately notify Highlander of any defects in, damage to, or loss of the Collection Equipment.
- (xi) Obtain all necessary licenses, permits and permissions for the use of the collection equipment, including such licenses as may be required under the terms of the Environmental Protection Act 1990 or other legislation pertaining to this agreement and relating to the services provided by Highlander.
- (xii) Allow Highlander access to the Location during working hours in order that it may perform its obligations under this Agreement, or to inspect the condition of, or repossess the Collection equipment.
- (xiii) Ensure the Collection equipment where provided, is prepared for uplift in the prescribed manner as per the quotation provided by Highlander prior to the contract commencing.
- (xiv) Visually check for, and take digital images of any damage as soon as possible after collection equipment delivery, uplift or replacement and advise Highlander within 24 hours of the delivery, uplift and / or exchange, of said damage. In default of receipt of any such notice, the customer shall be responsible for the cost of any repairs to the collection equipment. The notice must be sent in accordance with Clause 12

5. Accidental Damage

- a. Subject to clause 4e below the Customer accepts responsibility for any loss or accidental damage to the Collection Equipment whilst on the Customer's premises.
- b. If, as a result of accident, the Collection Equipment becomes a total loss, Highlander shall, as soon as possible thereafter, provide suitable alternative or replacement Collection Equipment for the use of the Customer and the customer will indemnify Highlander in full for the costs of replacement and for any removal and delivery charges as incurred by and as deemed appropriate by Highlander.
- c. Where an event or accident shall occur which does not amount to a total loss Highlander shall at its absolute discretion arrange for either repair or replacement of the Collection Equipment. The Customer shall, subject to sub-clause d. below, remain responsible for all repair costs and where appropriate, any removal and delivery charges incurred.
- d. In the event that any damage shall occur to the Collection Equipment and as a result of such damage the Collection Equipment is not available for the performance of the services, the Customer shall pay any additional costs incurred by Highlander in performing

confidential waste shredding and recycling services on behalf of the Customer in respect of Permitted Waste deposited at the Location.

e. For the avoidance of doubt Highlander does not accept liability under this clause where loss or damage is caused as a result of the negligence or the deliberate act of the Customer or where the Customer is in breach of any of the terms of this Agreement concerning the use or operation of the Collection equipment, or the type or volume of confidential waste paper permitted to be deposited therein.

6. Highlander's Rights

a. Highlander reserves the right;

(i) To perform the Services by itself, its servants, agents, sub-contractors or assignee and by such means as it shall best consider meet the Customer's requirements.

(ii) To suspend the Services at any time in the event that Highlander shall consider the Collection Equipment to be under performing or to require remedial work or replacement, and to provide such alternative Collection Equipment therefore as it shall in its absolute discretion think fit or if no such suitable alternative Collection Equipment is available to suspend the confidential waste shredding and recycling Agreement, (on the basis set Out under, as applicable, clause 4b or 4d previous), until any necessary adjustments or repairs shall have been carried Out. In no circumstances will Highlander be responsible for any loss, costs or expenses, sustained by the Customer whilst the Services are withdrawn.

(iii) To suspend the provision of the Services and where deemed appropriate and at the absolute discretion of Highlander remove the collection equipment, at any time if the Customer shall be in arrears with any Payments due or shall otherwise be in breach of these terms and conditions.

(iv) To advertise its name or services provided on its own collection equipment.

b. The Customer must be responsible for any reasonable legal costs incurred by Highlander in recovering monies owed to it and must pay Highlander interest at a rate of 5% per month on all overdue amounts.

7. Additional Charges

a) Highlander shall be entitled to raise additional charges in the event that;

(i) The number of lifts which Highlander has to undertake is greater than that specified on the confidential waste shredding and recycling agreement, or where the minimum collections requirement specified on that page is under achieved.

(ii) Where extra lifts are undertaken for the convenience of the Customer and at their request notwithstanding the spare capacity of collection equipment provided.

(iii) Where access to the collection equipment on an agreed collection day (either scheduled or an agreed call-off day) is not possible for any reason and a wasted journey is incurred by Highlander due to this lack of access.

b. Highlander shall be entitled to levy additional charges for provision of services not detailed in the confidential Waste shredding and recycling Agreement or for services provided in relation to which additional charges are stated to be payable, on such schedule.

c. Highlander may levy an additional charge to the Customer in the event that waste other than Permitted Waste or excess volumes of contamination, or excess volumes of moisture is found, or is placed into the Collection Equipment and Highlander shall be the sole judge as to whether or not such volumes are excessive but will provide evidence to the customer in such instances as described previously in this clause.

d. Highlander shall, on at least an annual basis and normally on the anniversary of the contract, be entitled to apply increases to the charges as detailed in the agreement to take account of any increase in the Retail Price Index or may at other times implement increase to the charges in response to other pertinent inflationary factors including but not limited to fuel, energy, labour costs, reductions in the value of recovered paper and other factors as deemed appropriate by Highlander.

8. Title

a. Title to the Collection Equipment shall at all times remain with and be vested in Highlander unless otherwise agreed at the start of the contract.

9. Termination

8.1 Highlander may terminate this Contract forthwith, in the event that there is a repudiation of this Agreement by the Customer, such repudiation being evidenced by

a. The Customer failing to pay any sum due on the due date for payment, whether demanded or not,

b. The Customer being an individual, having a Bankruptcy Order made against him or being a company, entering into liquidation whether compulsory or voluntary or having an Administration Order made against it or a receiver appointed over the whole or any part of its property, assets, or the Customer being struck off the Register of Companies or dissolved.

c. The Customer being a company being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appearing unable to pay its debts within the meaning of Section 268 of that Act or the Customer entering into any composition or arrangement with its creditors or suffering distress or execution to be levied on its goods.

d. The Customer committing a breach of any term of this Agreement with Highlander and failing to remedy it within 7 days of its occurrence.

8.2 In the event that the Agreement is terminated under clause 8.1 above, Highlander shall be entitled to recover and take possession of the Collection Equipment forthwith (of which Collection Equipment must be in good and fully operable condition). In addition the Customer will pay to Highlander the sum of the following:

a. All payments due and outstanding up to the date of termination and where applicable, together with interest thereon at the rate specified in clause 5c above, and;

b. A sum equal to the total of the Payments which would have been due from the date of termination to the end of the Contract Period.

c. A sum to be determined by Highlander prior to the removal of the collection equipment, to cover the costs of the removal of the collection equipment from the customer premises.

d. A sum to be determined by Highlander after the removal of the collection equipment and after an assessment of the condition of said equipment, to cover the costs of the repair or replacement of the collection equipment removed from the customer premises.

8.3 In addition to the amounts payable under clause 8.2 above, the Customer shall also indemnify Highlander against any additional losses, costs or expenses incurred by it as a result of the Collection Equipment failing to be in a fully operable condition, upon its return to Highlander and evidence of this failure will be provided the customer in such instances.

10. Termination by the Customer

9.1 The Customer may not terminate this Contract during the Contract Period, but shall remain liable for the Payments due for the entire Contract Period.

9.2 The customer will be required to confirm in writing of at least one month's notice before end of contract date, of intention for the contract to end, or the contract will be deemed to continue on a rolling annual basis until such time as the issue of one year's notice of termination is issued by the customer.

11. General Liability

a. Highlander accepts liability for death and personal injury resulting from its own negligence without limitation. Subject thereto Highlander shall not be under any liability to the Customer in contract or in tort or otherwise howsoever, save for loss or damage caused to the Customer as a result of its own negligence and subject in any event to the following overriding limits and exceptions:-

The total liability of Highlander or of any sub-contractor to the Customer shall be limited in respect of any one defect or event to the sum of one hundred thousand pounds (£100,000) unless a different sum shall be agreed in writing; and,

i. Neither Highlander nor any sub-Contractor shall be liable for any claim in respect of loss of profit, business, contracts, revenues or anticipated savings or loss of use of the collection Equipment or damages consequential on such loss of use or any other form of special, indirect or consequential loss or damage howsoever arising.

ii. Highlander will not in any event be responsible for any delay in or failure to perform the Services or to supply the Collection Equipment which is caused by factors beyond its reasonable control which shall include but not be limited to acts of God, acts of governmental or any other lawful authority, strike, war, riot, civil commotion, flood, fire, explosion, epidemic, trade embargo or any other acts or omissions on the part of any third party or sub-contractor or any failure of electricity or any fuel or collection equipment

12. Customers Indemnity

The Customer shall indemnify Highlander and any of its subcontractors against all liability, loss, claims, proceedings or costs whatsoever which may arise in respect of or as a result of the improper operation or use of the Collection Equipment including but not limited to overloading or storage of materials other than Permitted Waste within the Collection Equipment.

13. Notice

Any notice of other communication required to be sent in relation to this Agreement by one party thereto to the other shall be effective if in writing and served by hand delivery or by recorded delivery post addressed to the address of a party to be served stated on the face of this Agreement or in the case of a limited liability company its registered office. Service shall be deemed to have been effected on the date of hand delivery or 24 hours after the same shall have been posted as the case may be.

14. Jurisdiction and Choice of Law

This contract shall be governed by and construed in all respects in accordance with Scots law. Any dispute arising shall be submitted to the courts of Scotland to the exclusion of all others.

15. No Waiver

If Highlander does not, at any time, enforce any of its rights under this Agreement, it does not give up any of those rights or the right to enforce these rights at anytime during this contract, or thereafter.

16. No Set-Off

The Customer shall not be entitled to retain any monies it owes under this Agreement, by way of set-off or counterclaim, however Highlander reserves the right to make set-offs at any time during this agreement or otherwise pertaining to sums due to the customer by way of rebates for confidential waste or any other sum due to the customer, where applicable and where previously agreed in writing.

17. Severability

If any provision of this agreement is held by any Court or any other competent authority to be void or unenforceable in whole or in part of, this agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

18. Conflicts and other stipulations

As well as the requirements and stipulations of this agreement, the customer also agrees to be bound by the requirements of the Highlander International "Recovered material load standards and material quality specifications" document and the Highlander International

“Terms and conditions of purchase” and the Highlander International “Terms and conditions of sale” documents at all times during this agreement including any extension or termination period. In the event of a conflict of requirements between this agreement and the aforementioned documents, this contract will take preference at all times, unless agreed otherwise between Highlander and the customer.

Contract commencement date: _____

Signed by Highlander: _____

Name (In Capitals): _____

Signed by customer: _____

Customer name (In capitals): _____

Company name: _____

Date of signatures: _____