

PEDERSEN CONTRACTING SERVICES LIMITED (the "Company/We")

Dairy Farm Office, Dairy Road, Semer, Ipswich, IP7 6RA Company Registration: 01242286

1. Definitions and General

These conditions form part of all contracts for the supply of Services and sales of Goods provided by the Company unless otherwise agreed in writing and take effect to the exclusion of any other terms and conditions. No prior correspondence, addition to, variation or waiver of these conditions shall be binding unless agreed by the Company in writing. Even where you provide us with a copy of your terms and conditions, they will not be binding on the Company unless We agree in writing.

2. Provision of services ("Services")

The Company will provide Services in accordance with any written instructions received from you from time to time for the fee agreed in writing. In default of agreement the Company shall be entitled to charge for services performed at its standard rates for such work. The standard rates are available on request from our accounts office. Work will be charged for in full where less than 3 business days notice is given and you agree to accept any invoice for all services booked should you fail to give such cancellation notice. Where the Company hire you any plant or machinery, you are responsible for operating the plant or machinery at all times in accordance with manufacturers requirements and are responsible for the Health and Safety of the operation. You are responsible for the costs of repairing any damage caused by contamination or otherwise to the plant and machinery. Where Services are being provided on your site(s) you are responsible for providing our staff with a safe place to work and to notify us of any health and safety issues on the teams arrival.

3. Sales of products ("Goods") (including but not limited to chicken muck)

You are protected by statutory rights applicable by law in England where you purchase any Goods from the Company. Where any part of these terms is over-riden by such legislation, all other terms still apply. All Goods are sold at the rate provided in our quotation to you or, where no quote is given, at our current pricing schedule as published by the Company from time to time and which is available on request from our accounts office. Transportation of Goods can be arranged at an additional charge but is not included in our price unless expressly stated. Title to all Goods remains with the Company until such a time as We have been paid in full in respect of the Goods. We reserve the right to enter any premises where goods are held and take possession of them without notice where they have not been paid for. Goods supplied may not be resold by you until they have been paid for in full. You must store all goods separately on our account until paid for. No delivery times or deliveries are guaranteed. It is your responsibility to ensure that the Goods are suitable for your purposes. We do not guarantee the suitability of any product for purpose and accept no liability if the Goods do not meet the purpose required and accept no liability for any consequential or economic loss, indirect losses, loss of contract, loss of business opportunity or loss of profit or damage caused as a result of using any Goods. In particular, You expressly acknowledge that given the nature of chicken muck and other mucks or digestate, the muck may contain forms of contamination. The Company accepts no liability in respect of any contamination or damage caused by contamination. Where we provide you with any sample analysis this is for information only and is representative of the material but is not a guaranteed analysis for the actual material you will receive. The Company gives no other warranty and makes no representation as to description or quality and fitness for purpose. Any such warranty or representation (whether by statute or otherwise) is excluded so far as is legally possible. Where the Company is supplying you with digestate or muck for spreading to land, We will, at your request and cost, provide you with sampling analysis giving details of the likely make up of the digestate or muck. This sampling is undertaken from a general selection of digestate or muck and will not necessarily relate to the digestate or muck provided to you but should be indicative of the likely make up and content of the digestate or muck. It is your responsibility to make sure that the digestate or muck meets your requirements and you should take advice from agronomists or other agricultural experts or biologists as needed. You must ensure that the data provided in the analysis meets your requirements and that spreading of digestate or muck to land will not be in breach of any environmental legislation or any other requirement. Every effort has been made to ensure that the digestate or muck contains no germs, pathogens, sharp fragments, toxins or regenerative plant parts. However, the Company does not guarantee they will never be present. The Company will not be responsible for any losses caused to crops or soils caused by any contamination contained in digestate.

Delivery and Collection of Goods

Although We will endeavour to collect and deliver products at the time requested, the Company accepts no liability for any loss or damage directly or indirectly arising from any delay. If the Company is unable to supply the grade of goods ordered it may despatch the nearest available unless you instruct to the contrary.

4. Your obligations

You warrant that all information you provide to the Company is accurate and full. You will cooperate in good faith with the Company in respect of all Services and Goods. You will be responsible for assessing the recommendations and advice the Company gives and for any commercial decision you take. The Company is not responsible in the event that the Services or Goods provided do not meet your expectations or where Services cannot be carried out due to access, weather or other conditions. You must ensure that all legislative health and safety requirements are complied with and that you provide a safe working environment. Delivery, maintenance, storage and insurance of any Goods and premises provided by you are your responsibility. You are responsible for any damage caused to our property when on your site. You are responsible for all licences permits permissions or consents needed for the use of the Services and/or Goods. You hereby indemnify us against claims brought by third parties (including all liabilities, losses, reasonable legal fees and internal costs arising from such claims) as a result of or connected with the Services or Goods.

5. Where you supply services or waste/products to the Company

Prices for processing or acceptance of waste will be as set out in our quotation to you based on the tonnage of waste or the clearance quotation provided, unless otherwise agreed. Where applicable, in the event of weighbridge failure, loads will be charged at the weekly average per load or otherwise by agreement with the Company. Waste will only be accepted with valid waste transfer documentation. A load will be rejected if it is odorous, is contaminated, does not match the description in the Waste Transfer Note or is considered in the Company's absolute discretion to be hazardous or pose a risk ("Excluded Load"). All Excluded Loads will be rejected.

6. Payment Terms

All sums due for services or goods are due and payable within end of month following invoice date. The Company reserves the right unilaterally to vary payment terms on giving 7 days prior written notice to you. If any payment is not made to the Company by the due date, the Company reserves the right to immediately withdraw from providing the Services or supplying the Goods and, if it thinks fit, may terminate the contract. In the event of default in payment, payment for each and every Service carried out by and Goods supplied by the Company at the date of default shall become immediately due and payable, whether or not they have been invoiced for and notwithstanding that the end of month following payment period may not have expired. Without prejudice to any other right the Company may have, interest will accrue daily on any overdue payment at the statutory rate (Interest Act 1998, or as otherwise amended by statute.) VAT will be charged on all prices at the applicable rate then in force. For new customers, We reserve the right to take up bank and credit references before offering credit terms. A charge of £50 will be made to cover bank charges and administration costs each and every time a cheque or bank transfer is dishonoured. You may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which you may have or allege to have against the Company for any reason. You must notify us within 7 days if you are not billed the correct amount. All advertised/advised/published pricing is subject to change at any time without notice due to market/currency fluctuations and other factors. Unless otherwise agreed in writing by the Company payment of all suppliers and creditors by the Company is on 60-day terms.

7. Warranties and Liability

The Company will use reasonable skill and care in carrying out the Services and providing Goods. We accept no responsibility for any external factors or any matters of which the Company were not aware. The Company will not be liable for any of the following arising from the provision of Services or Goods (i) loss of anticipated profits or expected future business (ii) damage to reputation or goodwill (iii) damages, costs or expenses payable by you to any third party (iv) loss of any order or contract (v) indirect or consequential loss of any kind (vi) environmental damage and contamination. The Company accepts no liability for any failure or delay in carrying out the Services or providing the Goods. In the event that you have any complaint about the services or Goods provided, such complaint must be notified to the Company in writing within 7 days. No liability will be accepted in respect

of any claim if the goods have been processed in any way subsequent to delivery. Any claim relating to the services or Goods must be brought within 3 months of (i) the relevant incident or (ii) the date when you ought reasonably to have been aware of the existence of the claim. The Company excludes all liability for claims where legal proceedings are not commenced within this time limit. The Company's liability in respect of any claim in contract, tort or negligence shall be limited to the price quoted for the Services or Goods provided, save in respect of personal injury or death or where liability cannot be limited by other laws. The Company do not accept any responsibility for damage to Goods, other property or persons caused by third party haulage contractors. It is the customer's responsibility to insure any Goods in transit unless otherwise agreed in writing by the Company.

8. Termination

Without prejudice to any other rights, a party may terminate the contract if (i) the other party commits a material irremediable breach or fails to remedy a material and remediable breach within 14 days of receipt of written notice to do so (ii) the other party has an administrator or administrative receiver appointed over all or any of its assets or goes into or threatens to go into insolvent liquidation or administration. Payment due for all services carried out up to and including the date of termination shall be due immediately on termination from you. This includes all services carried out up to and including the date of termination whether they have been invoiced or not and reimbursement to the Company of the cost of any commitments or contracts entered into by the Company on the assumption that the services would continue. This includes but is not limited to any on-going machinery hire contracts.

9. Confidentiality

All information provided by the Company, including pricing, is for your use only and you must not disclose this to any third party without the Company's prior written consent.

10. Staff

You must not during the provision of our services and for a period of 12 months following provisions of the Goods or Services, without our prior written consent, make any offer of employment, or employ, any member of the Company's staff who has carried out any work in connection with the Services or Goods provided to you. If you are in breach of this provision, the Company will require you to pay on demand a sum equal to 30% of the total annual remuneration paid by the Company to that member of staff immediately prior to their departure. You acknowledge that this sum represents a genuine and fair assessment of loss to the Company for your breach of this clause.

11. Force Majeure

The Company reserves the right to suspend performance of its services or supply of goods or payment or to cancel this contract due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, floods, epidemic or pandemic, lock outs, strikes or other labour disputes of any party or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable material.

12. Miscellaneous

If two or more parties jointly engage the Company, they shall be jointly and severally liable for payment of the full amount in respect of the services and there shall be no obligation on the Company to pursue both parties. Any notice by either party shall be deemed to have been properly given if delivered by hand or sent by first class recorded delivery post to the other party and shall be deemed to have been delivered two days after the date of posting, or on the day of delivery if delivered by hand. Any condition found to be invalid or unenforceable shall be severed and the remaining conditions of this Contract shall continue to have full force and effect. A Court of competent jurisdiction may replace any of the invalid or unenforceable provisions with any appropriate provision. Failure by the Company in enforcing or partially enforcing any provision of this Contract will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract. Any waiver by the Company of any of its rights will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Contract. These terms and conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts. A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any condition of this Contract. Any customer complaints must be made in writing to the Managing Director at The Old Mill, Woodhall Spa LN10 6YQ..