

Terms and Conditions of Sale

MYERS

Group

DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

Bribery Laws: means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;

Business Day: means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

Conditions: means the Supplier's terms and conditions of sale set out in this document;

Confidential Information: means any commercial, financial or technical information, information relating to the Goods and / or Services, which is obviously confidential or has been identified as such including:

- (a) any know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind; and
- b) all information produced, developed or derived from information disclosed pursuant to the Contract.

Contract: means the agreement between the Supplier and the Customer for the sale and purchase of the Goods and / or Services incorporating these Conditions and the Order;

Control: means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;

Controller: shall have the meaning given in applicable Data Protection Laws from time to time;

Customer: means the person who purchases the Goods and / or Services from the Supplier and whose details are set out in the Order;

Data Protection Laws: means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Subject: shall have the meaning in applicable Data Protection Laws from time to time;

Force Majeure: means, an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract;

GDPR: means the General Data Protection Regulation, Regulation (EU) 2016/679;

Goods: means the goods and other physical material set out in the Order or understood by the parties to be included in the 'Goods' and to be supplied by the Supplier to the Customer;

Group: means, in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;

Location: means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;

Myers Group: means Myers Group 1959 Limited, whose registered office is at 5 Barr St., Off Leeds Rd., Huddersfield, HD1 6PB with company number 00446451 and any member of its Group from time to time and 'Myers Group' shall be construed accordingly;

Myers Group Credit Agreement: means the Myers Group application form for a Customer credit account which incorporate these Conditions;

MSA Offence: has the meaning given in Condition 11.1.1;

Order: means an order for the Goods and / or Services from the Supplier placed by the Customer in substantially the same form set out in the Supplier's order form;

Personal Data: has the meaning given in the applicable Data Protection Laws from time to time;

Personal Data Breach: has the meaning given in the applicable Data Protection Laws from time to time;

Price: has the meaning given in Condition 3.1;

Processing: has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly);

Processor: has the meaning given to it in applicable Data Protection Laws from time to time;

Protected Data: means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;

Services: means the services set out in the Order and to be supplied by the Supplier to the Customer;

Sub-Processor: means any agent, subcontractor or other third party (excluding its employees) engaged by the

Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

Supplier: means whichever Myers Group entity accepts an Order and is party to a Contract;

Supplier's Premises: means each and of the Myers Group subsidiaries' premises set out in the Order;

Supplier Personnel: all employees, officers, staff, other workers, agents and consultants of the Supplier, and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

VAT: means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and or / Services.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any Condition, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.10 a reference to legislation is a reference to that legislation as in force at the date of the Contract and reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation.

2. APPLICATION OF THESE CONDITIONS

2.1 Subject to Condition 2.1 these Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 If the Customer is dealing as a consumer (within the meaning given to it in the Consumer Rights Act 2015) then Condition 19 shall apply to the Contract. For the

avoidance of doubt, Condition 19 shall only apply when the Customer is dealing as a consumer (so defined). Conditions 5, 10, 11, 14 and 15 shall not apply to consumers.

2.3 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order or other document shall form part of the Contract unless expressly agreed to in writing by a duly authorised signatory on behalf of the Supplier.

2.4 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.

2.5 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods and / or Services subject to these Conditions.

2.6 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:

- 2.6.1 the Supplier's written acceptance of the Order; or
- 2.6.2 the Supplier delivering or making available for collection the Goods or performing the Services or notifying the Customer that they are ready to be collected, delivered or performed (as the case maybe).

2.7 Where the Supplier accepts an Order, acceptance is subject to the materials associated with the Goods or Services being available in the quantities which are required.

2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Goods or Services and are incapable of being accepted by the Customer. The Supplier shall be entitled to withdraw a quotation at any time.

2.10 Marketing and other promotional material relating to the Goods and / or Services are illustrative only and do not form part of the Contract.

3. PRICE

3.1 The price for the Goods and / or Services shall be as set out in the Order (Price).

3.2 The Prices are exclusive of VAT and also packaging, delivery (in some cases), insurance, pallets, crates and cases which shall be charged in addition at the Supplier's standard rates.

3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.4 The Supplier may increase the Prices at any time by giving the Customer not less than 5 Business Days' notice in writing provided that the increase does not exceed 30

per cent of the Prices in effect immediately prior to the increase.

3.5 Notwithstanding Condition 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Goods and / or Services which exceeds 30 per cent and which is due to any factor beyond the control of the Supplier.

4. PAYMENT

If the Customer is paying for Goods via a credit account, this Condition does not apply. For the avoidance of doubt, Condition 5 shall apply to customers who pay for Goods via a credit account.

4.1 The Customer shall make payment for the Goods and / or Services at the time the Order with the Supplier is placed.

4.2 Notwithstanding Condition 4.1, Customers of Readymix Huddersfield Limited, where using the volumetric product, shall be entitled to pay for Goods upon delivery.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of Royal Bank of Scotland from time to time in force and interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment. The Supplier may also suspend further performance of the Contract.

5. CREDIT ACCOUNTS

5.1 Customer credit accounts are opened at the discretion of Myers Group. Credit limits apply to all amounts owed from time to time by the Supplier to members of the Myers Group when taken together in aggregate, whether or not any such amount have fallen due for payment.

5.2 Myers Group may set and vary credit limits from time to time upon each Customer account and withhold all further supplies if the Customer exceeds such credit limit in relation to amounts owed to any member of the Myers Group from time to time.

5.3 Myers Group may obtain, retain and share with third parties the Customer's financial information for credit checking and fraud prevention purposes.

5.4 The Customer shall pay all invoices to the bank account nominated by the Supplier in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice and to the bank account nominated by the Supplier, unless otherwise agreed in writing by the Supplier from time to time.

5.5 Upon the Customer becoming aware of any reason which may affect the Myers Group Credit Agreement it has in place, the Customer must notify Myers Group in writing.

Unless and until the matter has been rectified in full, each and all of the Customer's entities shall be jointly and severally liable to Myers Group under the Myers Group Credit Agreement.

6. COLLECTION, DELIVERY AND PERFORMANCE

6.1 The Goods shall be deemed delivered by the Supplier:

- 6.1.1 where the Customer agrees to collect the Goods from the Supplier's Premises, the Customer takes physical possession of the Goods and the Supplier receives payment of the Price of the Goods; or
- 6.1.2 where the Supplier specifies the Location on the date(s) specified in the Order, the Goods shall be deemed delivered by the Supplier on arrival of the Goods at the Location.

6.2 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location.

6.3 Where the Goods and / or Services are to be delivered to the Customer at the Location in the Order the Customer shall ensure that the Supplier is provided with suitable accessways to the Location and shall ensure the Location is safe for delivery. Suitable accessways shall mean access which the Supplier's delivery driver does not believe to be unsuitable for the delivery of such Goods and / or Services.

6.4 If in the driver's opinion a suitable accessway is not provided by the Customer before the Goods and / or Services are due to be delivered, delivery shall take place at the nearest point in which the vehicle can safely deliver the Goods and / or Services.

6.5 The Customer shall ensure the Location is safe and fully available to the Supplier.

6.6 If any Goods and / or Services, including any goods, packaging or a container are delivered and deposited, whether on the public highway or another place, other than the Location set out in the Order, the Customer shall be responsible for all steps that need to be taken for the protection of persons or property in relation to Goods and / or Services and shall indemnify the Supplier in respect of all or any costs, claims, losses or expenses which may arise as a result of such delivery.

6.7 Except where the Supplier uses a vehicle mounted crane or fork truck, the Customer shall be responsible for safely and lawfully unloading the Goods and / or Services and shall provide all necessary labour and equipment.

6.8 The Supplier has an allocated time slot of 30 minutes at the Customer's Premises to offload the Goods and / Services and it may charge the Customer an additional fee if the Customer delays in taking a delivery of the Goods and / or Services beyond such time.

6.9 The Supplier shall not be liable for any shortages in quantity of the Goods, unless the Customer provides it

with written notice of such shortages within 24 hours of delivery. The Supplier's liability shall be limited to making good the shortfall (or at its option) issuing a credit note or refund at the pro-rata rate of the Order against any invoice raised for such Goods.

6.10 The Supplier may deliver or perform the Goods and / or Services in instalments at its own discretion. Each instalment shall be a separate contract between the Customer and the Supplier. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other contract instalment.

6.11 If the Customer (at its own election) requests delivery of the Goods in quantities of less than one vehicle load, the Supplier reserves the right to charge the Customer on that basis.

6.12 Each delivery or performance of the Goods and / or Services shall be accompanied by a delivery note stating:

- 6.12.1 the date of the Order;
- 6.12.2 the relevant Customer and Supplier details;
- 6.12.3 if Goods, the product numbers and type and quantity of Goods in the consignment;
- 6.12.4 if Services, the category, type and quantity of Services performed;
- 6.12.5 any special instructions, handling and other requests; and
- 6.12.6 in the case of Goods, whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.

6.13 Time is not of the essence in relation to the delivery or performance of the Goods and / or Services. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.

6.14 The Supplier shall not be liable for any delay in or failure of performance caused by:

- 6.14.1 the Customer's failure to:
 - (i) make the Location available,
 - (ii) prepare the Location in accordance with the Supplier's instructions or as required for the Goods and / or Services or
 - (iii) provide the Supplier with adequate instructions, documents or consents for performance or delivery or otherwise relating to the Goods and / or Services;
- 6.14.2 Force Majeure.

6.15 Where the Customer fails to ensure the Goods and / or Services are delivered or performed pursuant to Condition 6.3, the Supplier shall store the Goods and / or goods associated with the Services at the Supplier's Premises and the Customer shall be liable for all related costs and expenses arising from non-delivery or performance, including transport and storage costs.

6.16 Any query by the Customer which relates to delivery shall be notified as soon as possible in writing to the Supplier and in any event within 28 days of the date when

the Goods would in the ordinary course of events have been delivered.

6.17 Notwithstanding Condition 6.15 if the Customer fails to accept delivery of the Goods within one month of the date the Order form is accepted by the Supplier, the Supplier may sell or dispose of the Goods (whether or not the Customer has paid for them) and recover from the Customer any costs associated with the Supplier's sale or disposal of the Goods.

7. RISK

Risk in the Goods shall pass to the Customer on delivery. Until risk has passed the Supplier shall insure the Goods with a reputable insurer against all risks for an amount at least equal to their Price.

8. TITLE

8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

8.2 Following delivery and until title to the Goods has passed to the Customer, the Customer shall:

- 8.2.1 hold the Goods as bailee for the Supplier;
- 8.2.2 store the Goods separately from all other material in the Customer's possession;
- 8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
- 8.2.4 insure the Goods from the date of delivery:
 - (i) with a reputable insurer
 - (ii) against all risks
 - (iii) for an amount at least equal to their Price
 - (iv) noting the Supplier's interest on the policy;
- 8.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
- 8.2.6 not remove or alter any mark on or packaging of the Goods;
- 8.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in Condition 19.1; and
- 8.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

8.3 Notwithstanding Condition 8.2, the Customer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in Conditions 19.1 has occurred or is likely to occur.

8.4 If the Customer resells the Goods in accordance with Condition 8.3, title to the Goods shall pass to the Customer immediately prior to the resale.

8.5 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in Condition 18.1, the Supplier may:

- 8.5.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
- 8.5.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

9. WARRANTY

9.1 The Supplier warrants that the Goods and / or Services shall:

- 9.1.1 conform in all material respects to any sample and their description (except where natural stone varies in colour and texture to the sample provided);
- 9.1.2 be free from material defects in design, material and workmanship;
- 9.1.3 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- 9.1.4 where the Supplier is Readymix Huddersfield Limited, the Goods shall comply EN 206/ BS EN 8500 accreditation provided that the Supplier shall not be responsible for any non-conformity or use of the Goods if the Customer mixes the Goods with any other materials or liquids;
- 9.1.5 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13.

9.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

9.3 The Supplier shall, at its option, correct, repair, remedy, re-perform or refund the Goods and / or Services that do not comply with Condition 9, provided that the Customer:

- 9.3.1 serves a written notice on Supplier not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects (and in any event within 12 months from delivery or performance of the Goods / or Services);
- 9.3.2 such notice specifies that some or all of the Goods and / or Services do not comply with Condition 9.1 and identifying in sufficient detail the nature and extent of the defects;
- 9.3.3 does not make any further use of the Goods and / or Services performed by the Supplier;
- 9.3.4 gives the Supplier a reasonable opportunity to examine the claim of the defective Goods and / or Services.

9.4 The Supplier shall not be liable for the cost of removing the Goods from any place in which they may be installed, fixed or making good the area after removal or for the cost of installing or fixing any repaired or replaced Goods by the Supplier.

9.5 The provisions of these Conditions shall apply to any Goods and / or Services that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Goods and / or Services.

9.6 Except as set out in this Condition 9 the Supplier:

9.6.1 gives no warranty and makes no representations in relation to the Goods and / or Services; and

9.6.2 shall have no liability for its failure to comply with the warranty in Condition 9.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

10. ANTI-BRIBERY

This Condition 10 does not apply to consumers.

10.1 For the purposes of this Condition 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that all of that party's personnel, all others associated with that party and all of that party's subcontractor involved in performing the Contract so comply.

10.3 Without limitation to Condition 10.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

11. ANTI-SLAVERY

This Condition 11 does not apply to consumers.

11.1 The Customer undertakes, warrants and represents that:

- 11.1.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:
- 11.1.1.1 committed an offence under the Modern Slavery Act 2015 (an MSA Offence);
- 11.1.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- 11.1.1.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

11.1.2 it shall comply with the Modern Slavery Act 2015;

11.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under Condition 11.1. Such notice to set out full details of the circumstances concerning the breach or

potential breach of the Customer's obligations.

12. HEALTH AND SAFETY

Safety information is available in respect of the Goods and Services and the Customer is responsible for notifying its users in that regard. The Customer shall be responsible for taking all necessary precautions to ensure that Goods and goods associated with the Services are handled competently and safely when at the Location (or such other location if the Supplier is unable to deliver to the Location).

13. WASTE

13.1 The Customer will be responsible for the disposal of any waste arising from the Goods and / or Services and shall comply with all applicable laws, regulations and waste management licenses relating to such waste.

13.2 The Customer shall indemnify the Supplier against all costs, claims, liabilities and expenses arising from any breach by the Customer of this Condition.

14. INDEMNITY AND INSURANCE

This Condition 14 does not apply to consumers.

14.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

14.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

15. LIMITATION OF LIABILITY

This Condition 15 does not apply to consumers. Please see Conditions 19.14 and 19.15.

15.1 The extent of the Supplier's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Condition 15.

15.2 Subject to Condition 15.4, the Supplier's total liability for any claim arising under a Contract shall not exceed the Price of the Goods or Services to which this Contract relates.

15.3 Subject to Condition 15.4, the Supplier shall not be liable for any of the following (whether direct or indirect):

- 15.3.1 consequential loss;
- 15.3.2 loss of profit;
- 15.3.3 loss of use;

- 15.3.4 loss of production;
- 15.3.5 loss of contract;
- 15.3.6 loss of opportunity;
- 15.3.7 loss of savings, discount or rebate (whether actual or anticipated); or
- 15.3.8 harm to reputation or loss of goodwill.

15.4 Notwithstanding any other provision of the Contract, the liability of the Supplier shall not be limited in any way in respect of the following:

- 15.4.1 death or personal injury caused by negligence;
- 15.4.2 fraud or fraudulent misrepresentation; or
- 15.4.3 any other losses which cannot be excluded or limited by applicable law.

16. CONFIDENTIALITY AND ANNOUNCEMENTS

16.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any member of the Myers Group and shall only use the same as required to perform the Contract. The provisions of this Condition shall not apply to:

- 16.1.1 any information which was in the public domain at the date of the Contract;
- 16.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 16.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or
- 16.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract except that the provisions of Conditions 16.1.1 to 16.1.3 shall not apply to information to which Condition 16.3. relates.

16.2 This Condition shall remain in force after performance or termination of the Contract.

16.3 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of Condition 17.

17. PROCESSING OF PERSONAL DATA

17.1 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

17.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

17.3 The Supplier shall:

17.3.1 only process (and shall ensure Supplier Personnel only process) the Protected Data and the Contract (including when making any transfer to which Condition 17.4 relates), except to the extent:

17.3.1.1 that alternative processing instructions are agreed between the parties in writing; or
17.3.1.2 otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

17.3.2 without prejudice to Condition 17.1, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

17.4 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom without the prior written authorisation of the Customer.

17.5 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Condition 17.

18. TERMINATION

18.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

18.1.1 the Customer commits a material breach of the Contract and such breach is not remediable (or if it is capable of a remedy) is not remedied within 14 days of receiving written notice of such breach;

18.1.2 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 7 days after the Supplier has given notification that the payment is overdue;

18.1.3 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;

18.1.4 the Customer undergoes a change of Control; or

18.1.5 subject to Condition 18.2 the Customer is subject to any event of insolvency in any jurisdiction in which it operates.

18.2 The right of the Supplier to terminate the Contract pursuant to Condition 18.1.5 shall not apply to the extent that a relevant procedure is entered into for the purpose of solvent amalgamation, reconstruction or merger.

18.3 Termination or expiry of the Contract shall not affect

any accrued rights and liabilities of the Supplier at any time up to the date of termination.

19. CONSUMER TERMS

19.1 Where the Customer is dealing as a consumer (as defined by the Consumer Rights Act 2015) for the purchase of Goods or Services from the Supplier, this Condition 19 shall apply. For the avoidance of doubt, Conditions 10,11,14 and 15 shall be excluded and shall not apply where the Customer is dealing as a consumer.

19.2 The Supplier shall make sure that all weights, sizes and measurements at the Supplier's Premises or on its website are as accurate as possible. However, there may be a small tolerance in weights, sizes and measurements in certain Goods.

19.3 If the Customer encounters a problem with the Goods and / or Services the Customer shall contact the Supplier if the Customer would like to the Supplier to:

19.3.1 replace the Goods; or

19.3.2 repeat or fix the Services (if applicable); or

19.3.3 provide a refund.

DISTANCE SALES

19.4 Conditions 19.5 to 19.13 apply where the Customer is purchasing Goods / and or Services over the telephone and / or via the Supplier's website.

19.5 In the case of Goods, the Customer has 14 days after the day on which the Goods come into the physical possession of the Customer to cancel the Order and return the Goods. Where the Order with the Supplier(s) contains multiple types of Goods (delivered at different times), the Customer has 14 days after the day on which the last of the Goods comes into the physical possession of the Customer.

19.6 In the case of Services provided by Myers Skip Hire Limited, the Customer shall not have a right to cancel the Order once the Supplier has commenced performance of the Services.

19.7 If the Customer cancels an Order of Goods once in physical possession of them, it shall return the Goods to the Supplier. The Customer must return the Goods in person or allow the Supplier to collect the Goods from the Customer.

19.8 If the Customer returns the Goods, it shall do so without undue delay and no later than 14 days after the day on which the Customer informs the Supplier that it wishes to cancel the Order.

19.9 Where the Supplier collects the Goods from the Customer it will charge the Customer the direct costs to the Supplier of collection. The costs of collection will be the same as the Supplier's charges for standard delivery.

19.10 The Supplier shall refund the Customer the price it paid for the Goods including delivery including delivery costs, by the method used for payment. If the Customer

exercises their right to cancel the Order, the Supplier may make deductions from the price (excluding delivery) to reflect any reduction in the value of the Goods, if this has been caused by the Customer handling them in a way which would not be permitted in at the Supplier's Premises.

19.11 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method the Supplier offers.

19.12 The Supplier shall process the refund as soon as possible. If the Customer has cancelled the Order and has returned the Goods to the Supplier, the Supplier shall refund the Customer within 14 days from the day on which the Supplier receives the Goods back from the Customer. In all other cases, the refund shall be made within 14 days of the Customer notifying the Supplier of cancelling the Order.

SUPPLIER'S RIGHT TO TERMINATE CONTRACT

19.13 The Supplier may terminate the Contract at any time by writing to the Customer if:

- 19.13.1 the Customer does not make payment to the Supplier when it is due; or
- 19.13.2 the Customer does not allow the Supplier to deliver the Goods or collect the Goods from the Supplier within 30 days of the Supplier's initial attempt to deliver the Goods to the Customer or the date on which the Customer notifies the Customer that the Goods are ready for collection.

SUPPLIER'S LIABILITY TO THE CUSTOMER

19.14 Except for any legal responsibility that the Supplier cannot exclude in law (such as for death or personal injury), the Supplier is not legally responsible for any:

- 19.14.1 losses that were not foreseeable to the Customer and the Supplier when the Contract was formed; or
- 19.14.2 losses that were not caused by any breach on the part of the Supplier.

19.15 Subject to Condition 19.14, any claim made by the Customer against the Supplier in respect of losses arising under a Condition shall be limited to the Price payable by the Customer under the Contract.

20. NOTICES

20.1 Any notice or other communication given by a party under these Conditions shall be in writing; be signed by, or on behalf of, the party giving it; and be sent to the relevant party at its registered office.

20.2 Notices may be given, and are deemed received:

- 20.2.1 by hand: on receipt of a signature at the time of delivery;
- 20.2.2 by post: at 9.00 am on the second Business Day after posting; or
- 20.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and

error-free transmission.

20.3 Notices may not be validly served by email.

20.4 This Condition does not apply to notices given in legal proceedings or arbitration.

21. GENERAL

21.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.

21.2 Notwithstanding Condition 21.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any member of the Myers Group.

21.3 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with any member of the Myers Group from time to time.

21.4 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

21.5 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

21.6 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

21.7 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

21.8 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

21.9 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

21.10 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

21.11 Except as expressly provided for in Condition 21.12, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

21.12 Any member of the Myers Group shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such member of the Myers Group is not required in order to rescind or vary the Contract or any provision of it.

22. GOVERNING LAW AND JURISDICTION

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

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