



TERMS AND CONDITIONS

1. INTERPRETATION

1.1 in these Conditions unless the context otherwise permits:

'**Authorised Representative**' means a person whose job title is that of Director or Managing Director or a person who holds the office of director.

'**Consumer**' shall mean any natural person who in the contract with the Customer is acting for purposes that are not related to his trade, business or profession.

'**Customer**' means the person, firm, company, entity or organisation with whom Access Recycle contracts for the sale of Goods.

'**the Conditions/ these Conditions**' means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions notified to Customer as are in force at the date of the Contract and which at that date appear on the web site of Access Recycle Ltd at www.accessrecycle.com and/or which are available on request at the registered of 151 High street, Loughton, IG10 4LG

'**the Contract**' means any contract for the purchase and sale or other supply of Goods by Access Recycle to a Customer.

'**Electronic Means**' means any electronic means including without limit on the Web, by EDI or XML, or any other similar means that may be in use at the time.

'**Access Recycle**' means Access Recycle Ltd (registered in England number 9563486) with its registered office at 151 High Street, Loughton, IG10 4LG.

'**Goods**' mean any Goods sold by Access Recycle to a Customer.

'**Special Order Goods**' shall mean Goods that have been ordered specifically by Customer or configured to Customer's specifications.

'**Licensed Goods**' means products made under licence

'**Special Terms**' means additional Terms and Conditions which apply to the purchase and/or sale of Special Order Goods or/and Licensed Goods.

2. Agreement

2.1 All Contracts between Access Recycle and a Customer shall be governed by these Conditions (and, where applicable, any other terms and conditions pursuant to Special Order Goods or/and Licensed Goods and/or amendments published on the website) to the exclusion of any other terms and conditions not accepted in writing by an Authorised Representative of Access Recycle, including without limitation any terms on or referred to in any Customer purchase order. In the case of orders placed by Electronic Means which refer to any terms and conditions of the Customer, Access Recycle automatic taking on to its system of such order shall amount to a rejection of the Customer's terms and conditions and an offer to supply the Goods ordered on the basis of these Conditions. Failure by Access Recycle to enforce any of the Contract Terms will not be considered as a waiver of any subsequent breach of the same or any other provision.

If any Clause either in whole or part of these Terms & Conditions is held by any competent court or authority to be invalid, unenforceable or illegal the remainder of the Terms & Conditions will remain in force. The parties agree that they will substitute any such Clause or part thereof found to be unenforceable, invalid or illegal with a similar provision that is legal, valid and enforceable.

2.2 It is the Customer's responsibility to be aware of the Conditions as published from time to time but Access Recycle will use best efforts to notify Customer of any material changes to the Conditions before they become applicable.

2.3 In addition to any acceptance of these Conditions by signing the Access Recycle account application form, the Customer's acceptance of these Conditions shall also be made (in respect of the first Contract and all subsequent Contracts) either by (1) Customer providing a purchase order to Access Recycle or (2) Customer accepting Goods from Access Recycle, whichever occurs first.

2.4 No employee or agent of Access Recycle other than an Authorised Representative has any authority to make any representation at all concerning Goods and an Authorised Representative has no authority to make such representation other than by letter (an 'authorised representation') and accordingly the Customer agrees that in entering into any Contract it does not rely on any unauthorised representation and Customer agrees it shall have no remedy in respect of any unauthorised representation.

2.5 Nothing in these or any other Contract Terms will entitle/imply the Customer to be the agent of Access Recycle, and the Customer agrees not to hold itself out as agent, in respect of any re-sale of the Goods by the Customer so as to confer upon a third party rights against Access Recycle.

2.6 The Conditions shall apply to sales of all Goods including Special Order and Licenced Goods (where additional Terms and Conditions may be required 3.6) anywhere in the world

2.7 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2.8 The Customer also agrees not to solicit any employee, representative or agent of Access Recycle and any such solicitation is an express breach of these Conditions and the party in breach shall be liable to pay damages, costs and legal costs on an indemnity basis together with the costs incurred by the seller in enforcing this provision.

2.9 During the term of this Agreement and for 12 months after any termination of this Agreement the Customer agrees not to directly or indirectly, on behalf of the Customer or on behalf of any other person, partnership, company, corporation or other entity, solicit or attempt to solicit, for the purpose of engaging in competition with the Company, any employee of Access Recycle.

3. Orders and Specifications

3.1 The Customer agrees that Access Recycle is entitled to rely absolutely on any orders placed on Access Recycle which have been placed by the purchaser(s) agreed on the Account Application Form and to deliver as directed such valid and binding orders and to invoice and be paid in respect of such orders.

3.2 The Customer shall be responsible to Access Recycle for ensuring the accuracy of the terms of any purchase order.

3.3 When a sale is agreed Access Recycle will issue a pro forma invoice. It is the Customers responsibility to confirm the order either by email or payment. If the invoice remains unpaid after 5 days but excluding the date of issue Access Recycle reserves the right to offer the stock for resale without notification to the buyer.

3.4 Access Recycle reserves the right to make any changes to the Contract due to changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements. These changes will be duly notified to the Customer. The Customer cannot cancel or reschedule the Contract provided the changes do not alter the material terms of the Contract. For other types of changes, the possibility of cancellation will be subject to the discretion and conditions of Access Recycle.

3.5 Access Recycle is under no obligation to accept the withdrawal of an order or the cancellation of a Contract which has been accepted by Access Recycle. If Access Recycle agrees to accept the Customer's withdrawal of any order or the cancellation of a Contract such agreement will only be effected by means of letter, fax or email signed or sent by an Authorised Representative of Access Recycle.

3.6 More detailed terms may apply for certain Goods (mainly Licenced Goods) including specific terms applicable to Goods made available by suppliers through Access Recycle ('Special Order Goods'). These 'Special Terms' (without prejudice to the application of these Conditions) will be made available at the time of order and purchase of these goods binds the Customer to these terms. The 'Special Terms' may oblige the Customer to comply with certain requirements including but not limited to:-

- (i) the sale of the Goods only to specifically named end-users;
- (ii) the disclosure of end-user information to Access Recycle and its suppliers for the purpose of end-user verification;
- (iii) the submission of copies of end-user invoices, end-user purchase orders or end-user shipping documents to Access Recycle and its suppliers;
- iv) goods to be offered on the market with the price the same or higher than the suggest retail price.

3.7 Subject to the Special Terms applicable for the individual suppliers and Goods, non-compliance with the Special Terms may entitle Access Recycle and/or its suppliers to reclaim and invoice the Customer in full for all discounts, rebates and other special price conditions granted to the Customer under the special price. The Customer agrees to indemnify Access Recycle for any claims made against Access Recycle by the suppliers for Customer's non-compliance with the supplier's terms and conditions.

3.8 Notwithstanding any other terms of these Conditions it is agreed that the provision or display of Product pricing and other Information (as defined in Clause 4.1) by Access Recycle to Customer does not amount to an offer by Access Recycle to sell such Product at that price or on any other terms. Supply of such Information is only an invitation to treat. An order by the Customer for Goods shall be the offer.

3.9 In the case of orders placed by Electronic Means only, notwithstanding any acceptance by Access Recycle of any offer for any Product, if there has been a material or obvious pricing error by Access Recycle, Access Recycle shall be entitled within 30 days of its acceptance of such offer to either invoice the Customer for the Customer's true list price (not exceeding the prevailing market price at wholesale level) of the Product at the date of order or, if the Customer shall prefer, collect the Product at the expense of Access Recycle and credit the Customer for any charges (e.g. price and freight) invoiced by Access Recycle.

4. Price

4.1 Subject to the provisions of Clause 3.6:-

4.1.1 Prices for Goods in stock will be agreed with the Customer at the time the order is accepted by Access Recycle;

4.1.2 If the Customer places an order for Goods not in stock at the time of order, or the Customer places an order for scheduled delivery, such orders shall be irrevocable and the price for such Goods shall be the price established at the time the order or scheduled delivery is accepted by Access Recycle.

4.2 All prices exclude the cost of delivery from the warehouse of Access Recycle to the Customer's delivery point, configuration, fulfilment and other services provided by Access Recycle unless otherwise agreed at the time of taking the order by an Authorised Representative.

4.3 Unless expressly stated otherwise all prices are exclusive of Value Added Tax ("VAT") which shall be charged at the rate and in the manner prescribed by law from time to time. Unless otherwise stated prices exclude any copyright levies, waste and environmental fees, and similar charges that Access Recycle by law or statute may or shall charge or collect upon resale.

5. Delivery/Inspection/Acceptance

5.1 Delivery of the Goods will be arranged by Access Recycle to such place as shall have been agreed between Access Recycle and the Customer unless the Customer indicates the Customer (or its representative who shall include any courier engaged by the Customer) will collect the Goods. Where Access Recycle arranges carriage a delivery charge (agreed with the Customer prior to shipment) may be added to and form part of the price of the Goods. The Customer is responsible for the insurance of Goods in transit, all local taxes and Custom clearance fees. Access Recycle will endeavour to deliver the goods to be supplied under the contract within the time agreed and, if no time is agreed, within a reasonable time. Partial delivery is allowed unless otherwise mutually agreed by both parties. Failure by Access Recycle Trading Ltd to deliver the rest of the Goods shall not entitle the Customer to treat the order as a whole as repudiated.

5.2 In no circumstances will Access Recycle be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the Goods, unless such delay exceeds seven working days (except in the case 10.3) from the date of the invoice (or any such longer period as may have been indicated by Access Recycle in relation to the Goods prior to or following receipt of the Customer's order) which will entitle the Customer to terminate or rescind the contract. Unless the Customer has notified Access Recycle in writing within seven working days of the date of the invoice that the Goods have not been delivered then delivery shall be deemed to have taken place in accordance with the Contract and the Customer shall not be entitled to raise any claim of short or miss-shipment.

5.3 The Customer shall bear all costs associated with the unjustified refusal of delivery of Goods. For the purpose of these Conditions, where Access Recycle has agreed to deliver Goods direct to the Customer's customer any such delivery shall be deemed to be delivery to the Customer and any refusal by the Customer's customer to accept delivery shall be deemed to be a refusal by the Customer.

5.4 The Goods shall be deemed to be delivered to the Customer upon:-

5.4.1 hand-over of the Goods to the Customer (or its representative) at the premises of Access Recycle when Access Recycle does not arrange carriage; or

5.4.2 delivery to the address agreed between Access Recycle and the Customer where Access Recycle does arrange carriage.

5.5 It is the Customer's responsibility to check all packages for evidence of tampering and/or damage before signing to accept delivery of the Goods. Short shipment of the Goods (i.e. a shortfall in the Goods delivered) and/or (where Access Recycle is arranging carriage or delivery at the Customer's address referred to in clause 2.3 (as the case may be)) any damage in transit to the Goods must be notified on the carriers own proof of delivery report and notified in writing to Access Recycle by 5.00 pm on the next business day. It is the Customers responsibility to insure the Goods as specified in Clause 5.1 but Access Recycle will, if able, assist with any claim. In the absence of such notice the Customer will be deemed to have accepted the Goods.

5.6. The Customer shall notify Access Recycle within 5 working days from receipt of Goods of any delivery discrepancies. In the absence of such notice the Customer will be deemed to have received the Goods as described on the invoice.

5.7 Risk in the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer in accordance with Clause 5.1.

5.8 If the Customer fails to take delivery of the Goods when they are ready for delivery Access Recycle may, at its option, either store them itself or have them stored by third parties on such terms as Access Recycle may in its absolute discretion think fit. In any event the cost of storage will be borne by the Customer. The cost together with any additional insurance or double handling charges will be added to and form part of the price for the Goods.

6 Payment

6.1 The method of payment for Goods must be acceptable to Access Recycle. Acceptable payment methods are Telegraphic Transfer, BACS, Debit or Credit Card (not all cards are accepted and are subject to a fee (6.2)).

6.2 Unless an Authorised Representative of Access Recycle has previously agreed in writing with the Customer that the Goods shall be supplied on a credit account basis, payment for the Goods shall be made in full by the Customer with the Customer's order or collection of the Goods as determined by Access Recycle. If payment is made by credit or debit card the Customer agrees to pay all fees and service charges incurred by Access Recycle for the handling of such transaction including fees charged by the card company to Access Recycle at the discretion of Access Recycle.

6.3 Where Access Recycle has agreed to supply the Goods on a credit account basis the Customer shall inform Access Recycle promptly if there is a change of ownership or control of Customer or its direct or indirect parent company (excluding changes of ownership of the shares of a publicly quoted company which do not result in a change in control of the company's board of directors or other governing board), a management buy-out, or all or a substantial part of the Customer's assets are sold or otherwise transferred to any non-affiliated company or member of the Customer's group of companies. In the event Customer intends to sell, assign, factor or otherwise transfer any book debt owed to Customer or to enter into any form of invoice discounting arrangement Customer agrees to inform Access Recycle in writing prior to entering into any such arrangements.

6.4 Where Access Recycle has agreed to supply the Goods on a credit account basis the Customer shall pay the price of the Goods within the due date of Access Recycle's invoice notwithstanding that title to the Goods has not passed to the Customer. If the Customer has been offered an early payment discount by an Authorised Representative of Access Recycle, the Customer may take advantage of the offer subject to meeting the conditions detailed in this contact and on the invoice. The Customer shall not deduct or set off any other amount against the invoice as compensation for any payment made prior to the due date. Access Recycle shall be entitled at its absolute discretion to alter payment terms (other than on concluded Contracts) and withdraw or alter any credit limit granted at any time with notice. If Customer exceeds its credit limit or credit terms or fails to qualify for continued credit terms, Access Recycle may, at its sole discretion, delay subsequent shipments or require prepayment until Access Recycle determines that Customer is once again qualified to receive credit terms. Customer shall not set off or withhold any amount due to Access Recycle against its receivables without the prior written approval of Access Recycle, and shall in the event of a bona fide dispute, pay any undisputed part of the invoice.

6.5 Payment for Products that have been delivered and not paid for shall become immediately due in the event of bankruptcy or any other conditions mentioned in 6.6

6.6. The time of payment shall be of the essence. If the Customer fails to make a payment on or before the due date then without prejudice to any other right or remedy available to it Access Recycle (and/or any associated company of Access Recycle) shall be entitled to:-

6.6.1 charge an additional fee to cover any loss of profit made due to fluctuations in the exchange rate.

6.6.2 without liability cancel the Contract or suspend any further deliveries to the Customer (but without prejudice to any right or remedy which Access Recycle may have against the Customer in respect of such default). Access Recycle may at its discretion grant Customer a reasonable cure period before cancelling the Contract due to non-payment.

6.6.3 appropriate any payment made by the Customer to such of the Goods as Access Recycle may think fit including instalments of goods delivered (notwithstanding any purported appropriation by the Customer).

6.6.4 deduct from or set off against any debts or other sums whatsoever owed by Access Recycle (and/or any associated company of Access Recycle) to the Customer, any debts or other sums whatsoever owed by the Customer (and/or any associated company of the Customer) to Access Recycle (and/or any associated company of Access Recycle) and without prejudice to the foregoing, such deduction or set off shall be allowable across any other contracts between Access Recycle (or any associated company of Access Recycle) and the Customer (and/or any associated company of the Customer) and shall continue to operate despite any receivership or fixed or floating charge.

Without prejudice to the foregoing, the Customer will not dispose in any way (whether by assignment, charge, declaration of trust or in any other manner without limitation) of all or any part of its interest in any debts or other sums whatsoever owed by Access Recycle (or any associated company of Access Recycle) without the prior written approval of Access Recycle or such associated company and any purported disposal without such consent shall be void.

6.6.5 charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 5% per annum above HSBC Bank Plc. base rate from time to time until payment in full is made such interest being calculated on a daily basis.

6.7 For the avoidance of doubt, set off under clause 7.5.4 is permissible on any debts or other sums whatsoever owed by the Customer to Access Recycle (or any associated company of Access Recycle) whether or not the debts or other sums are due and payable at the time of set off and/or whether the debts or other sums are contingent or certain, and/or liquidated or not liquidated at the time of the set off.

6.8 The Customer shall repay to Access Recycle forthwith on demand all expenses costs or charges incurred by Access Recycle in enforcing any of the provisions of these Contract Terms (including without limitation any legal and/or debt collection costs).

6.9 If Access Recycle issues a credit note and the Customer does not utilise the credit note within a period of 12 months from the date of its issue Access Recycle shall have the right to cancel the credit note and the Customer shall not be entitled to a replacement or any payment in respect of the same.

6.10 Any credit balance shown on a Customer's statement of account issued by Access Recycle which remains on the statement for a period of 12 months will be forfeited by the Customer who shall no longer have any rights to the same.

7. Returns

7.1 The Customer acknowledges that Access Recycle is not the manufacturer of the Goods, and accordingly only sells the Goods with the benefit of the manufacturer's or publisher's or licensor's ("publishers") warranty (as the case may be). The Customer acknowledges the warranty given by Access Recycle is limited as follows.

7.2 Any claim by the Customer which is based on a defect in the quality or condition of the Goods on arrival, Access Recycle will (at its sole discretion and provided the conditions in Clause 3.2 are met):

7.2.1 within a reasonable time replace those Goods, or substitute substantially equivalent goods (which Access Recycle, in its reasonable opinion, considers to be of equal or better quality). Where Access Recycle replaces Goods or provides substitute goods, the original Goods returned by the Customer will belong to Access Recycle.

or

7.2.2 credit the Customer's trading account in respect of those Goods. Credit Notes issued by Access Recycle are not redeemable for cash

In the absence of such return the Customer will be deemed to have accepted the Goods.

7.3 For all returns, including Sale or Return (SOR) and any claim by the Customer which is based on a defect in the quality or condition of the Goods on arrival, shall be notified by email to return@accessrecycle.com This email must be received within 14 days of delivery for defect goods. Returns must be authorised in advance by Access Recycle and returned within 5 working days of the date thereof in their original UNMARKED packaging (together with all their accessories and in a clean resalable condition) with a completed Goods Returned form (available from Access Recycle) and may be subject to a re-stocking fee at the discretion of Access Recycle, failing which Access Recycle will refuse to accept the same and the Customer shall remain liable for the price thereof and for any fees relating to the return of the Goods to the Customer. For defect goods, Access Recycle shall not send any replacement Goods to the Customer until after the original Goods are received and checked by Access Recycle. The provision of a Goods Returned form does not imply acceptance of the stated return reason.

7.4 The Customer shall bear the cost of any carriage for returned Goods and the Goods shall be returned at the Customer's risk. Access Recycle shall accept no liability for any damage to or loss in transit of Goods returned to Access Recycle under any clause in this Contract until delivery is accepted by an Authorised Person. For Export returns please ensure you state the following in order to prevent the VAT amount being recharged 'RETURNED GOODS RELIEF AS PER NOTICE 2136'. The Customer shall bear the cost of any recharge by HMRC if VAT is recharged.

7.5 The act of returning any Goods to Access Recycle is the Customer agreement to comply with this process and abide to the terms.

7.6 If the Goods are not returned in accordance with Clause 3.1 (and/or in respect of any replacement or substituted Goods supplied by Access Recycle in accordance with Clause 3.1.1), the Goods must be returned under the Manufacturer's warranty to the Manufacturer unless otherwise agreed in advance at time of purchase and payment for the Goods have been received in full by Access Recycle.

7.7 Should the Goods warranties offered by the manufacturers or Access Recycle under these Conditions be restricted compared to the guarantees the Consumer is entitled to under law, the Customer agrees to take sole responsibility towards the Consumer for the excess liability and waives any claim it may have against Access Recycle in respect of such excess.

7.8 All items which are not new are supplied without warranty and no claims based on quality will be accepted after such stock has left the property of Access Recycle. Items which are not new are sold as seen.

8. Property in the Goods

8.1 The title to the property (both legal and equitable) in the Goods shall not pass to the Customer until:

8.1.1 payment of the whole purchase price and any other sums outstanding from the Customer on any account have been received in full by the company.

and
8.1.2 payment is made in full to Access Recycle of any sum which is at the date of the contract or may thereafter become due or owing from the Customer on any account to Access Recycle.

8.2 Until property in the Goods has passed to the Customer or until delivery of the Goods to a third party pursuant to the permission given below, the Customer shall

8.2.1 hold the Goods as fiduciary agent and bailee of Access Recycle; and

8.2.2 keep the Goods separate to those of the Customer and third parties; and

8.2.3 keep the Goods properly stored, protected and insured, and identified as property of Access Recycle; and

8.2.4 accept that Goods may be labelled as being the property of Access Recycle until Access Recycle is paid in full.

8.3 Prior to the property in the Goods passing to the Customer Access Recycle permits the Customer to deliver the Goods to a third party pursuant to a bona fide and arm's-length agreement to re-sell the Goods but such liberty will (a) cease upon the termination of the contract and (b) be without prejudice to Clause 6.1

8.4 Access Recycle may at any time after payment for the Goods has become due take possession of the Goods (which for the avoidance of doubt will include the right to stop the Goods in transit) and remove them, and the Customer shall be deemed to have granted irrevocable authority to Access Recycle to enter upon any premises of the Customer or any third party where the Goods are stored to take possession of the Goods and (if necessary) to dismantle the Goods from anything to which they are attached. Where Access Recycle is unable to determine whether any goods are the Goods, the Customer shall be deemed to have sold all Goods of the kind sold by Access Recycle to the Customer in the order in which they were invoiced to the Customer.

8.4.1 If prior to the expiry of 7 days from the date when Access Recycle has taken possession of the Goods the Customer pays all sums then due or owing to Access Recycle together with the costs of re-taking possession of the Goods, Access Recycle will re-deliver the Goods to the Customer at the Customer's expense.

8.4.2 If within the 7-day period the Customer fails to pay all sums then due or owing to Access Recycle, Access Recycle may re-sell the Goods. If the sums received by Access Recycle following any resale of the Goods pursuant to clause 6.5.1 do not exceed all sums due or owing from the Customer to Access Recycle, including but not limited to the costs of taking possession of and re-selling the Goods, the Customer will pay to Access Recycle any shortfall.

8.5 Access Recycle will have the right to maintain an action against the Customer for the price of the Goods notwithstanding that property in the Goods has not passed.

8.6 The Customer's right to possession of the Goods that remain unpaid shall terminate immediately if:-

8.6.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors.

8.6.2 the Customer (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) for the winding-up of the Customer or for the granting of an administration order in respect of the Customer except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation.

8.6.3 the Customer has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, for the winding-up of the Customer or for the granting of an administration order in respect of the Customer.

8.6.4 a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

8.6.5 the Customer encumbers or in any way changes any of the Goods.

8.6.6 the Customer ceases or threatens to cease carrying on business.

8.6.7 Access Recycle reasonably believes that any of the events mentioned above is about to occur in relation to the Customer and without prejudice to any other right or remedy available to Access Recycle, Access Recycle shall be entitled to cancel the Contract and/or suspend any further deliveries under the Contract without any liability to the Customer.

8.7. Customer is entitled to resell the Goods in the ordinary course of business. All Goods sold in retail packing may only be resold in the packaging supplied by the manufacturer. Customer is not able or entitled to offer the Goods as collateral or otherwise grant a charge in respect of the Goods until title has passed to the Customer in accordance with these Conditions. Customer shall inform its customers that title to the Goods is retained by Access Recycle until Customer has paid Access Recycle, and shall ensure that its customer has agreed with the Customer that any unpaid Goods shall be returned to Access Recycle in the event of Customer's failure to pay Access Recycle when the invoices fall due. The Customer shall upon the request of Access Recycle provide Access Recycle with all details and information necessary for Access Recycle to collect the Goods.

9. Cancellation

9.1 Access Recycle may cancel or suspend performance of the contract by notice in writing to the Customer so far as it relates to Goods not then supplied and such cancellation or suspension shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for Goods delivered prior to the date of such cancellation or suspension. Any prepayment made for such goods will be refunded within ten working days.

9.2 If the Customer cancels, extends or delays or purports to cancel, extend or delay the contract or part thereof, or fails to take delivery of any Goods at the time agreed (if any) or if no time is agreed within a reasonable time, then the Customer will be liable (without prejudice to any other rights of Access Recycle to claim damages) to indemnify and keep indemnified Access Recycle against any resulting loss, damage or expense incurred by Access Recycle. These will include, at the discretion of Access Recycle, any or all of the following:

- restocking fees
- any fees relating to the return of the Goods to the Customer

9.3 If Access Recycle is unable (whether temporarily or permanently) to procure any products necessary to enable it to supply the Goods, or if the supply of the Goods is prevented or hindered by reason of any cause beyond the reasonable control of Access Recycle, then Access Recycle shall not be liable to the Customer or be deemed to be in breach of any Contract. For the avoidance of doubt and without prejudice to the generality the following shall be regarded as causes beyond the reasonable control of Access Recycle: - governmental action, war or threat of war, riot, civil commotion or requisition, sabotage, act of terrorism, fire, flood, epidemic, accident, labour disputes including labour disputes involving the work force or any part thereof of Access Recycle, restraints or delays affecting shipping or carriers, currency restrictions and Act of God.

10. Confidentiality

10.1 All Product pricing, description, availability and related information ('Information') provided by Access Recycle, in any form, is the property of Access Recycle or its suppliers. Access Recycle hereby grants the Customer a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of the Customer's purchases and sales of Goods sold by Access Recycle to it. The Customer agrees to hold this Information in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilise the Information for any purpose than in the normal course of business of a reseller and is not entitled to use, reproduce or display the Information in any way, which in the opinion of Access Recycle; (1) would enable it to be identified as information obtained from Access Recycle (2) would enable comparison of the Information with other suppliers' information relating to Goods or (3) could be damaging to the business interests of Access Recycle. Access Recycle makes no warranty, either express or implied on the Information or its accuracy. All Information is provided to Customer 'as is.' Access Recycle shall be entitled to stop the provision of Information at any time without notice. Customer agrees to receive Product information and promotions and other communications from Access Recycle by e-mail and other communication tools.

10.2 Customer agrees that Access Recycle may use Customer data, including any personal data, for the purpose of marketing and sales of Products, and Customer agrees to the collection, storage and use of such data for this purpose by Access Recycle. Personal data will not be shared with third parties without the Customer's consent.

11 Terminations

11.1 The contract will terminate immediately upon service of written notice of termination by Access Recycle on the Customer on the happening of any or more of the following, namely, that the Customer has suffered or allowed any execution (whether legal or equitable) to be levied on his/its property or obtained against him/it or has failed to observe or perform any of its obligations or duties under the contract or any other contract between Access Recycle and the Customer or is unable to pay his/its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer has ceased to trade.

11.2 The rights of Access Recycle contained in Clause 6 (but not the Customer's rights) shall continue beyond the discharge of the parties' primary obligations under the contract consequent upon its termination.

11.3 The termination of the contract howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination.

12 Warranties and Liability

12.1 The liability for loss or damage of any kind whatsoever by Access Recycle (however such liability arises and whether in contract, tort, for breach of statutory duty or otherwise) under or in connection with:

- (a) this contract and/or
- (b) any matter collateral to this contract and/or

(c) in respect of any representation or misrepresentation (other than a fraudulent misrepresentation) made by or on behalf of Access Recycle

shall in no circumstances exceed the sum paid by the Customer to Access Recycle in respect of those Goods in respect or in connection with which such liability arises (which in the case of Goods supplied as part of a consignment shall mean only those Goods directly in respect or in connection with which such liability arises and not the balance of the consignment) provided that nothing in this clause shall limit or exclude liability for death or personal injury arising from the negligence of Access Recycle.

12.2 Access Recycle endeavours to purchase Goods from reputable suppliers and takes all reasonable steps to ensure the Goods purchased are original goods and do not infringe or breach any third party intellectual property rights. The Customer is not authorised to alter, cover, or remove any reference to such intellectual property rights on the Products, and shall adhere to any guidelines and restrictions provided by the suppliers of Access Recycle with respect to such rights. In the event goods purchased by Access Recycle and then supplied to the customer in accordance with these terms are found to infringe the intellectual property rights of a third party the liability of Access Recycle to the customer shall be limited to the price paid for the goods.

12.3 The Customer shall not in its advertising, marketing or labelling provide any public statements on the specific characteristics of the Goods on behalf of Access Recycle or their representatives.

12.4 Save as provided in clause 8.2 Access Recycle will be under no liability under the contract for any personal injury, death, loss or damage of any kind whatsoever (other than death or personal injury resulting from the negligence of Access Recycle) whether consequential or otherwise including but not limited to loss of profits and Access Recycle hereby excludes all conditions, warranties and stipulations express or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the customer except that such exclusion will not apply to:

13.4.1 Any implied condition that Access Recycle has or will have the right to sell the goods when the property is to pass; or

12.4.2 When the customer deals as a consumer (as defined in section 12 of the unfair contract terms act 1977), any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for a particular purpose.

12.5 All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or supply of goods (save to title) are excluded to the fullest extent permitted by law.

13. Promotional material and Trade Marks

13.1 No drawings, descriptive matter, weights, dimensions or shipping specifications issued by Access Recycle or the manufacturer of the Goods, nor the descriptions and illustrations contained in Access Recycle's or manufacturer's or supplier's catalogues, price lists or other promotional material will form part of the contract nor be regarded as a warranty or representation relating to the Goods.

13.2 For the avoidance of doubt, any taxation which may become payable in respect of any gifts or promotional items supplied by Access Recycle will be the responsibility of and be paid by the Customer and without limiting the foregoing, shall be declared by the Customer in the Customer's tax return.

13.3 The Customer shall not be entitled to use any trade mark or trade name belonging to or associated with Access Recycle without the prior written consent of Access Recycle (provided always that, for the avoidance of doubt, the Customer shall not be required by this Clause 10.3 to remove any such trade mark or trade name from any packaging or other material supplied by Access Recycle with the Goods).

14. Crime Prevention

The Customer undertakes and agrees with Access Recycle that it will comply with the requirements of The Mobile Communications Crime Prevention Scheme established by The Federation of Communications Services Ltd and that it will ensure that parties to all transactions entered into by the Customer comply with the rules of the scheme as amended from time to time. The Customer further agrees to ensure that any business or company that trades with it will be informed of the scheme and that such parties agree to be bound by the scheme.

15. Jurisdiction

The Contract shall be governed by the laws of England and the Customer submits to the exclusive jurisdiction of the English Courts to settle any disputes or claims that arise out of, or in connection with, these Contract Terms