

PAPERCYCLE TERMS AND CONDITIONS

Thank you for using Papercycle. These Terms describe your rights and responsibilities as a customer of our services.

1. ABOUT US

1.1. Company details. Papercycle Limited (company number 13121270) (**we and us**) is a company registered in England and Wales and our registered office is at Kingston House, Lydiard Fields, Swindon, SN5 8UB, United Kingdom. Our VAT number is GB 718 2936.

1.2. Contacting us. To contact us, telephone our customer service team at +44(0)173889600 or email papercycle@paper.org.uk. How to give us formal notice of any matter under the Contract is set out in Clause 17.

2. OUR CONTRACT WITH YOU

2.1. Our contract. These terms and conditions (**Terms**) in addition to the Order Confirmation (see Clause 3.2 below) apply to the order by you and the supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2. Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3. Language. These Terms and the Contract are made only in the English language.

2.4. Your copy. You should save a copy of these Terms for future reference.

3. PLACING AN ORDER AND ITS ACCEPTANCE

3.1. Placing your order. Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy a right to use our services (**Services**) subject to these Terms.

3.2. Accepting your order. After you place your order online, you will receive a confirmation email from us acknowledging that we have received it and your order number (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into

existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

4. CANCELLING YOUR ORDER AND OBTAINING A REFUND

4.1. Cancelling your order. You may cancel the Contract and receive a refund, by contacting us via the “contact us” form on our website within 14 days of the Commencement Date. You cannot cancel the Contract once we have completed providing you with the Services, even if the 14 day period is still running.

4.2. We will email you to confirm we have received your cancellation. If you are contacting us, please include details of your order to help us to identify it and your email address so that we can contact you about your order cancellation. Subject to the Services already being provided, your cancellation notice is effective from the date you send us the “contact us” form. For example, you will have given us notice in time as long as you get your email or “contact us” form to us before midnight on that day.

4.3. Refunds. If you cancel the Contract, we will refund you in full for the price you paid for the Services, by the method you used for payment. We may deduct from any refund an amount for the supply of the Services provided for the period up to the time when you gave notice of cancellation in accordance with Clause 4.2.

5. OUR SERVICES

5.1. Compliance with specification. Subject to our right to amend the specification (see Clause 5.2) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.

5.2. Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

5.3. Certification Services: Certificates that we issue as part of the Services are valid for three years from the date of issue (subject to Clause 5.7). After such time the certificate expires and cannot be relied upon.

5.4. Any certificate issued is specific to the product or material assessed. Any modifications made to the



Papercycle

product or material after assessment will invalidate the certificate and the certificate cannot be relied upon.

5.5. You understand that when providing our certification Services to you, we rely on the information that you provide to us. If the information is not accurate or complete, any certificate that we issue to you will not be valid and cannot be relied upon.

5.6. You understand that despite the Services being provided with all reasonable skill and care, the testing may result in a negative or inconclusive result and consequently we may not be able to issue a certificate.

5.7. You agree to provide us on request with a sample of the assessed product or material for it to undergo laboratory testing. Your certificate will be subject to the laboratory test results confirming the recyclability of the product or material. In the event that the laboratory test results deem the tested product/material unrecyclable, any applicable certificate shall become immediately invalid and we shall promptly notify you of such. Any such laboratory testing under this Clause 5.7 will be at no cost to you.

5.8. If you otherwise want to have a product or material re-assessed then we may agree to re-test the product at your cost. If the results of the re-test differ materially from the original test we will refund you the costs of the re-test in full.

6. YOUR OBLIGATIONS

6.1. Your obligations. It is your responsibility to ensure that:

- a) the terms of your order are complete and accurate;
- b) you cooperate with us in all matters relating to the Services;
- c) you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require to verify that you are using the Services in compliance with these Terms; and
- d) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

6.2. Effect of your default. If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in Clause 6.1 (Your Default):

- a) We will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under Clause 15 (Termination);
- b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

7. AVAILABILITY OF SERVICES

7.1. Our Services are only available within the UK and the European Economic Area.

8. CHARGES

8.1. In consideration of us providing the Services, you must pay our charges (**Charges**) in accordance with this Clause 8.

8.2. The Charges are the prices quoted on our site at the time you submit your order.

8.3. Our Charges may change from time to time, but changes will not affect any order you have already placed.

8.4. Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

9. HOW TO PAY

9.1. Payment for the Services is in advance. We will take your payment upon acceptance of your order.

9.2. You can pay for the Services using a debit card or credit card. We accept the following credit or debit cards: MasterCard, VISA and Amex.

9.3. If you pay by invoice payment is due on receipt of invoice. If you fail to make the payment when due, you will not receive the results from the laboratory test until full payment has been received by Papercycle.

9.4. Payment is due on receipt of invoice. Invoicing payment terms may be adjusted via prior agreement between you and us.

9.5. You may not dispute an invoice due to any errors or omissions made by you while placing the order.



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10. INTELLECTUAL PROPERTY RIGHTS

10.1. All intellectual property rights in the Services are owned by or licensed to us.

10.2. Any intellectual property rights arising out of or in connection with the Services shall be owned by us.

10.3. We agree to grant you a fully paid-up, non-exclusive, royalty-free licence in order for you to receive the Services and use them internally within your business in accordance with these Terms and the Order Confirmation. You may not sub-license, assign or otherwise transfer the rights granted in this Clause 10.3.

10.4. Except as expressly stated herein, the Contract provides no rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered) or, any other rights or licenses in respect of the Services.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1. We will use personal information you provide to us to:

- a) provide the Services;
- b) process your payment for the Services; and
- c) with your consent, inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

11.2. We will process your personal information in accordance with our Privacy Policy which is available on the home page of the Papercycle website (www.papercycle.org.uk), the terms of which are incorporated into this Contract.

12. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1. Liability which cannot be excluded. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2. Excluded Liability. Subject to Clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;

e) loss of use or corruption of software, data or information;

f) loss of or damage to goodwill; and

g) any indirect or consequential loss.

12.3. Subject to Clauses 12.1 and 12.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges paid by you in the previous 12 months from when the claim arises.

12.4. We have given commitments as to compliance of the Services with the relevant specification in Clause 5. In view of these commitments, the terms implied by section 3 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5. This Clause 12 will survive termination of the Contract.

13. CONFIDENTIALITY

13.1. We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by Clause 13.2.

13.2. We each may disclose the other's confidential information:

- a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this Clause 13; and
- b) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

13.3. Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

14. WARRANTIES & DISCLAIMER

14.1. Other than as set out in Clause 5, the Services are provided on an "as is" basis, without any warranty of any nature. We expressly disclaim any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. In



Papercycle

particular, we do not guarantee that the Services will result in a certificate.

14.2. You warrant that your use of the Services shall not infringe the rights, including any intellectual property rights of any third party.

14.3. You warrant that the information that you provide to us, including your responses in the online assessment, is accurate and complete.

15. TERMINATION, CONSEQUENCES OF TERMINATION AND SURVIVAL

15.1. Termination. Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so.

15.2. Consequences of termination.

c) On termination of the Contract you must cease immediate use of the Services.

d) Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

15.3. Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16. EVENTS OUTSIDE OUR CONTROL

16.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).

16.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

a) we will contact you as soon as reasonably possible to notify you; and

b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

16.3. You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less

the charges reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

17. COMMUNICATIONS BETWEEN US

17.1. Notice. When we refer to "in writing" in these Terms, this includes email.

17.2. Except for notice of cancellation which shall be as set out as in Clause 4, any notice or other communication given by one of us to the other under or in connection with the Contract shall be sent by email. You can contact us at: papercycle@paper.org.uk.

17.3. A notice or other communication is deemed to have been received if sent by email, at 9.00 am the next working day after transmission.

17.4. In proving the service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee.

17.5. The provisions of this Clause will not apply to the service of any proceedings or other documents in any legal action.

18. GENERAL

18.1. Assignment and transfer. We may assign or transfer our rights and obligations under the Contract to another entity.

You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2. Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3. Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4. Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5. Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.



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18.6. Governing law and jurisdiction. This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.