

CLARITY ENVIRONMENTAL LIMITED

STANDARD TERMS AND CONDITIONS FOR THE SALE OF ePRNs (V 1.7)

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Condition apply in these Conditions.

Accredited Exporter: means an entity accredited by an Agency to be an exporter of packaging waste materials.

Accredited Reprocessor: means an entity accredited by an Agency to be a reprocessor of packaging waste materials.

ADR notice: has the meaning given in Condition 14.1.

Agency: means the Environment Agency, Natural Resources Wales / Cyfoeth Naturiol Cymru, Scottish Environment Protection Agency or the Northern Ireland Environment Agency or any successor to the same.

Audited Processor: an Accredited Exporter or Accredited Reprocessor against which Clarity has undertaken a quality assurance exercise, which may include participation in the Clarity Recycling Evidence Quality Standard (also known as "CREQS"). To be clear, Audited Processors will be expressly identified as such in the relevant Sales Sheet.

"Awaiting Acceptance" ePRN: an ePRN that an Accredited Exporter or an Accredited Reprocessor has authorised but is yet to be accepted by the Buyer on the NPWD.

"Awaiting Authorisation" ePRN: a printed copy of the ePRN that is the subject of the Contract prior to an Accredited Exporter's or an Accredited Reprocessor's final issuance or authorisation of Transfer of such ePRN to the Buyer.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the person, firm or company who buys the ePRN that is the subject of the Sales Sheet from Clarity and who is more particularly identified as such in the Sales Sheet.

Clarity: Clarity Environmental Limited, a company incorporated in England and Wales with company number 04559478 whose registered office is at 10 Huns Mere Way, Woodingdean Business Park, Brighton, East Sussex BN2 6AH.

Compliance Date: for a given Compliance Period, the 31 January which immediately follows that Compliance Period.

Compliance Period: bears the same meaning as "obligation year" in the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 and for the time being is a calendar year beginning on 1 January.

Conditions: means Clarity's Standard Terms and Conditions for the Sale of ePRNs (v1.7).

Confidential Information: information in whatever form relating to the business, services, affairs and finances of Clarity for the time being confidential to Clarity and whether or not such information is marked confidential.

Contract: the agreement between the Buyer and Clarity witnessed in the Sales Sheet which incorporates these Conditions.

Dispute: has the meaning given in Condition 14.1.

Dispute Notice: has the meaning given in Condition 14.1.

ePRN: means any electronic packaging recovery notes or electronic packaging export recovery notes issued by an Accredited Reprocessor or Accredited Exporter and which the Buyer has agreed to buy, and Clarity has agreed to sell, under the Contract.

ePRN Reference Number: the unique reference number the Accredited Exporter or Accredited Reprocessor makes available for download on issuance of the ePRNs to the Buyer.

NPWD: the National Packaging Waste Database hosted for the time being at www.npwd.environment-agency.gov.uk.

Partially Completed ePRN: a printed copy of the ePRN that is the subject of the Contract which includes details of the grade, tonnage and Compliance Period, but which is not an "Awaiting Authorisation" ePRN or an "Awaiting Acceptance" ePRN.

Risk Window: the period from and including 15 January to and including 31 January in any year.

Sales Sheet: Clarity's written sales sheet headed "Invoice" which specifies the details of the Buyer's order for the ePRN.

Transfer: transfer of the ePRN into the Buyer's name on the NPWD.

Transfer Date: the date for Transfer as specified in the Sales Sheet.

Unaudited Processor: an Accredited Exporter or Accredited Reprocessor that is not an Audited Processor.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to one gender includes a reference to the other gender and words in the singular include the plural and vice versa.

1.4 Condition headings do not affect the interpretation of these Conditions.

1.5 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.3 these Conditions are the only conditions upon which Clarity is prepared to deal with the Buyer and they shall govern the Contract to the exclusion of all other terms and conditions.

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all Clarity's sales and any variation to these Conditions and any representations about the ePRN shall have no effect unless expressly

agreed in writing and signed by a director of Clarity. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Clarity which is not set out in the Contract.

2.4 Each Sales Sheet evidences the agreement between the Buyer to buy and Clarity to sell subject to these Conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by Clarity until a Sales Sheet is issued by Clarity or (if earlier) Clarity Transfers the ePRN to the Buyer.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, Sales Sheet, acceptance of offer, invoice or other documents or information prepared or issued by Clarity shall be subject to correction without any liability on Clarity's part.

2.8 Any quotation is given on the basis that no Contract shall come into existence until Clarity despatches a Sales Sheet to the Buyer. Any quotation is valid for a period of 24 hours only from the time Clarity gave such quotation, provided that Clarity has not previously withdrawn it, or for such other period as agreed in writing by Clarity.

3. DESCRIPTION

3.1 The quantity and description of the ePRN shall be as set out in the Sales Sheet.

3.2 Clarity makes no representation and gives no warranty that the Agency will not cancel an ePRN sourced from an Audited Processor due to suspected or actual fraud on the part of that Audited Processor.

4. TRANSFER OF ePRN(s)

4.1 Clarity shall use its reasonable endeavours to provide the Buyer with either a copy of an "Awaiting Authorisation" ePRN or a copy of a Partially Completed ePRN prior to the Transfer Date.

4.2 On the Transfer Date or shortly prior to Transfer, Clarity shall:

4.21 notify the Buyer of the ePRN Reference Number; or

4.22 confirm details of the "Awaiting Acceptance" ePRN.

4.3 It shall be the Buyer's sole responsibility to accept an "Awaiting Acceptance" ePRN.

4.4 Any Transfer Date specified by Clarity is intended to be an estimate and time for Transfer shall not be made of the essence by notice.

4.5 Clarity shall use its reasonable endeavours to procure that Transfer of the ePRN is effected by no later than the Compliance Date. Clarity shall immediately notify the Buyer in writing if it is unable to procure Transfer or a delay is likely to result in Transfer not occurring by the relevant Compliance Date. This Condition 4.5 shall not apply to any Sales Sheet issued by Clarity in the Risk Window.

4.6 Clarity gives no warranty as to Transfer Date in respect of any Sales Sheet it issues in the Risk Window save that Transfer shall be within a reasonable time.

4.7 Clarity may request that an Accredited Exporter or Accredited Reprocessor Transfers the ePRN to the Buyer in advance of the Transfer Date. If no Transfer Date is so specified, Transfer shall be within a reasonable time.

4.8 Other than in respect of a Sales Sheet issued by Clarity in the Risk Window, the Buyer shall be entitled to terminate the Contract in circumstances where Clarity gives written notice to the Buyer pursuant to Condition 4.5. In such circumstances, Clarity's liability to the Buyer shall be limited in accordance with Condition 9.4.1 and Clarity shall have no obligation to refund amounts previously paid by the Buyer under the relevant Contract. In order to exercise such right to terminate, the Buyer shall give written notice to terminate to Clarity within 5 days of Clarity's notice given pursuant to Condition 4.5.

4.9 Any delay in the Transfer of the ePRN (even if caused by Clarity's negligence) shall not entitle the Buyer to terminate the Contract (other than in accordance with Condition 4.8) unless such delay exceeds 90 days from the date Clarity receives payment in accordance with Condition 7.2.

4.10 If Clarity fails to arrange for Transfer of an ePRN (or any instalment of ePRNs) for any reason (other than any reason beyond Clarity's reasonable control, the Buyer's fault or by virtue of Clarity giving notice pursuant to Condition 4.5) and Clarity is accordingly liable to the Buyer, Clarity's liability shall be limited in accordance with Condition 9.4.2.

4.11 Clarity may arrange for Transfer of ePRNs by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.12 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4.13 The Buyer shall not reject an ePRN on the NPWD without the prior written consent of both Clarity and the relevant Accredited Exporter or Accredited Reprocessor.

5. RISK/OWNERSHIP

5.1 Upon Transfer, risk in an ePRN shall pass to the Buyer.

5.2 Notwithstanding Transfer, the beneficial ownership of the ePRNs shall not pass to the Buyer until Clarity has received, in accordance with Condition 7, the full price of the ePRN.

5.3 Until such time as the beneficial ownership of the ePRN passes to the Buyer,

5.31 the Buyer shall hold the ePRN on a fiduciary basis as Clarity's trustee; and

5.32 (provided the Buyer has not resold the ePRN(s), Clarity may at any time on giving the Buyer written notice require the Buyer to re-transfer the ePRN into the name of the issuing account on the NPWD.

5.4 The Buyer may resell the ePRNs before beneficial ownership has passed to it solely on the following conditions:

5.41 any sale shall be effected in the ordinary course of the Buyer's business at the full market value;

5.42 any such sale shall be a sale of Clarity's beneficial property on the Buyer's behalf and the Buyer shall deal as principal when making such a sale; and

5.43 Clarity shall be entitled to the proceeds of any such sale and shall immediately

	pay such proceeds to Clarity on demand.		section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
5.5	The Buyer's right to legal title in the ePRN on the NPWD shall terminate immediately:	9.3	Nothing in these Conditions excludes or limits the liability of Clarity:
55.1	on the occurrence of any of the events outlined in Conditions 8.2.1 to 8.2.4 inclusive; or	93.1	for death or personal injury caused by Clarity's negligence;
55.2	if the Buyer encumbers or in anyway charges any of the ePRN.	93.2	for any matter which it would be illegal for Clarity to exclude or attempt to exclude its liability; or
5.6	Clarity shall be entitled to recover payment for the ePRN notwithstanding beneficial ownership of any of the ePRN has not passed from Clarity.	93.3	for fraud or fraudulent misrepresentation.
5.7	On termination of the Contract, howsoever caused, Clarity's (but not the Buyer's) rights contained in this Condition 5 shall remain in effect.	9.4	Subject to Condition 9.2, Condition 9.3, Condition 9.5 and Condition 9.6, Clarity's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited as follows:
6. PRICE		94.1	where the Buyer terminates the Contract pursuant to Condition 4.8, to £10,000;or
6.1	Unless otherwise agreed by Clarity in writing, the price for the ePRN shall be the price set out in the Sales Sheet.	94.2	for any other type of liability;
6.2	The price indicated in the Sales Sheet shall be exclusive of any VAT or similar sales tax. The Buyer shall be liable for payment of these additional charges to Clarity.		(a) to the excess (if any) of the cost to the Buyer to obtain a similar ePRN (in the cheapest available market) over the Contract price (as indicated in the Sales Sheet); or
7. PAYMENT			(b) if the Buyer can demonstrate to Clarity's satisfaction that no suitable substitute ePRN is available to it, to the Contract price (as indicated in the Sales Sheet),
7.1	Subject to Condition 7.4, the Buyer shall pay the price for the ePRN in accordance with the payment terms specified in the Sales Sheet. Time for payment shall be of the essence.		and, in either case, Clarity shall repay to the Buyer any sums paid to Clarity by it under the Contract.
7.2	The Buyer shall make payment by bank transfer (or any other guaranteed method of payment), credit cards or cheque. No payment shall be deemed to have been received until Clarity has received cleared funds.	9.5	Clarity shall not be liable to the Buyer for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses whatsoever (howsoever caused) which arise out of or in connection with the Contract.
7.3	All payments payable to Clarity under the Contract shall become due immediately on its termination despite any other provision.	9.6	Where an ePRN is cancelled by the Agency (even if it has been previously issued and accepted by the Agency) due to suspected or actual fraud on the part of:
7.4	The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Clarity to the Buyer.	96.1	an Audited Processor, Clarity shall use reasonable efforts to obtain from the Audited Processor a replacement ePRN for the cancelled ePRN and, if that is not possible before the end of the relevant Compliance Period, Clarity will refund the Buyer an amount up to the sum paid by the Buyer for the cancelled ePRN and, in any event, Clarity's liability, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to that amount; or
7.5	If the Buyer fails to pay Clarity any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Clarity on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment. Clarity reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.	96.2	an Unaudited Processor, Clarity shall have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise) to the Buyer and, in such circumstances, Clarity shall use reasonable efforts to obtain from the Unaudited Processor either a replacement ePRN for the cancelled ePRN, or a sum equal to the cost of a replacement ePRN (at then current market value) and, if Clarity does either, it shall transfer the replacement ePRN to the Buyer or reimburse the Buyer the sum recovered, as the context requires.
8. TERMINATION		10. ASSIGNMENT AND SUB-CONTRACTING	
8.1	Clarity shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Buyer written notice whereupon all work in relation to the Contract shall be discontinued and Clarity shall pay to the Buyer fair and reasonable compensation (up to a maximum of £500) for the Buyer's management time expended in performance of the Contract.	10.1	The Buyer shall not be entitled to assign or transfer or sub-contract any of its rights, benefits or obligations under the Contract without the prior written consent of Clarity.
8.2	Clarity shall have the right at any time by giving notice in writing to the Buyer to terminate the Contract immediately if:	10.2	Clarity may assign or transfer or sub-contract any of its rights, benefits or obligations under the Contract.
82.1	any distress, execution or other process is levied upon any of the assets of the Buyer;	11. CONFIDENTIALITY	
82.2	the Buyer (being a natural person) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;	11.1	The Buyer shall not (except as authorised or required by law or as authorised by Clarity), either during its performance of the Contract or at any time after termination of the Contract (howsoever arising):
82.3	the Buyer ceases or threatens to cease to carry on its business; or	11.1.1	use any Confidential Information; or
82.4	the financial position of the Buyer deteriorates to such an extent that in the opinion of Clarity the capability of the Buyer adequately to fulfil its obligations under the Contract has been placed in jeopardy.	11.1.2	disclose any Confidential Information to any person, company or other organisation whatsoever.
8.3	Without prejudice to any other right or remedy it may have, a party shall have the right at any time by giving notice in writing to the other party to terminate the Contract immediately if the other party commits a material breach of any of the terms and conditions of the Contract.	11.2	The restriction in Condition 11.1 does not apply to any Confidential Information which is or becomes in the public domain other than through the Buyer's unauthorised disclosure.
8.4	Where an ePRN is cancelled by the Agency (even if it has been previously issued and accepted by the Agency) due to suspected or actual fraud on the part of an Audited Processor or Unaudited Processor, the Contract (or the relevant part of the Contract) shall be deemed terminated as a result of such cancellation.	11.3	The Buyer shall:
8.5	On termination of the Contract:	11.3.1	use its best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in performance of its obligations under the Contract, as required by law or as authorised by Clarity); and
85.1	the Buyer shall immediately pay to Clarity all of Clarity's outstanding unpaid invoices and interest and, in respect of the ePRNs supplied but for which no invoice has been submitted, Clarity may submit an invoice, which shall be payable immediately on receipt; and	11.3.2	inform Clarity immediately upon becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.
85.2	subject to Conditions 4.8 and 9.6, Clarity shall, within a reasonable time, refund the Buyer for sums paid for ePRNs but which it has not received.	11.4	The Buyer acknowledges that Clarity owns all Confidential Information and the Buyer shall, at Clarity's written request, return all Confidential Information on the termination of the Contract.
8.6	The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Clarity accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.	12. FORCE MAJEURE	
9. LIMITATION OF LIABILITY			Clarity reserves the right to defer the Transfer Date or to cancel the Contract or reduce the volume of the ePRNs ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond Clarity's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic or pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable ePRNs, provided that, if the event in question continues for a continuous period in excess of 90 days from the date Clarity receives payment in accordance with 7.2, the Buyer shall be entitled to give notice in writing to Clarity to terminate the Contract and, in such circumstances, Clarity shall pay to the Buyer fair and reasonable compensation (up to a maximum of £500) for the Buyer's management time expended in performance of the Contract.
9.1	The following provisions set out the entire financial liability of Clarity (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:	13. COMPLIANCE: ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-SLAVERY	
9.1.1	any breach of the Contract; and	13.1	Each party shall:
9.1.2	any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.	13.1.1	comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
9.2	All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 or	13.1.2	not engage in any activity, practice or conduct which would constitute an offence

- under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 13.13 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 13.14 notify the other party (in writing) if it becomes aware of any breach of Condition 13.1.1, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract; and
- 13.15 immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of that party or acquires a direct or indirect interest in that party and each party warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract).
- 13.2 For the purpose of Condition 13.1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of Condition 13.1 a person associated with a party includes but is not limited to any subcontractor of that party.
- 13.3 In performing its obligations under the Contract, Clarity shall:
- 13.31 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 13.32 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 13.33 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in conditions 13.3 and 13.4;
- 13.34 notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract;
- 13.35 maintain a complete set of records to trace the supply chain of all ePRNs provided to the Buyer in connection with the Contract; and permit the Buyer and its third party representatives to inspect the Clarity's premises, records, and to meet Clarity's personnel to audit Clarity's compliance with its obligations under this Condition 13.3.
- 13.4 Clarity represents and warrants that at the date of the Contract it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 13.5 Breach of Condition 13.1 or Condition 13.3 shall be deemed a material breach under Condition 8.3.
- 14. DISPUTE RESOLUTION PROCEDURE**
- 14.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (a "Dispute") then, except as expressly provided in these Conditions, the parties shall follow the dispute resolution procedure set out in this Condition:
- 14.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documentation. On service of the Dispute Notice a director of Clarity and a director of the Buyer shall attempt in good faith to resolve the Dispute;
- 14.1.2 if the parties' respective directors are for any reason unable to resolve the Dispute within 60 days of service of the Dispute Notice, the parties will

attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (an **ADR notice**) to the other party requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by Clarity.

- 14.2 The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.

15. COMMUNICATIONS

- 15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or e-mail:
- 15.1.1 (in case of communications to Clarity) to its registered office, or the fax number or email address given below, or such changed address, fax number or email address as shall be notified to the Buyer by Clarity; or
- 15.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to Clarity by the Buyer.
- 15.2 Communications shall be deemed to have been received:
- 15.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
- 15.2.2 if delivered by hand, on the day of delivery; or
- 15.2.3 if sent by fax or e-mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 15.3 Communications addressed to Clarity shall be marked for the attention of David Honcoop.

16. GENERAL

- 16.1 Each right or remedy of Clarity under the Contract is without prejudice to any other right or remedy of Clarity whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Failure or delay by Clarity in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.4 Any waiver by Clarity of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.5 At its own expense, the Buyer shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as Clarity may require for the purpose of giving full effect to the Contract.
- 16.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

CLARITY ENVIRONMENTAL LIMITED
30 July 2021



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