ACCOUNT APPLICATION

Please Provide your Company Details			
Company Name:			
Trading Name:			
Trading Address:			
Telephone No.		Fax No.	
Vat No.			

Accounts Contact Name:		Accounts Tel No.	
Accounts Contact Email:			
Would you like to receive invoice by email?	YES / NO		

Type of Business	Ltd Company ☐	Sole Trader ☐	Partnership ☐
If Ltd Company, please provide Registered Office Address:			
Company Registered No.		Telephone No.	
Year of incorporation:		Annual Sales:	

Please provide your Bank Account details			
Bank Name:			
Bank Address:			
Sort Code:		Account Number:	

Please provide your Credit and Authorisation Details	
Amount of credit required:	
Do you require your purchase order number to be quoted on your invoices?	YES / NO*
**If yes, please provide the number to be quoted:*	

Please provide your Trade References (Full Name, Address)				
1	Name:			
	Address:			
	Telephone No.		Email:	
Office Use: Reference notes				
2	Name:			
	Address:			
	Telephone No.		Email:	
Office Use: Reference notes				

ACCOUNT APPLICATION

Please provide full names, addresses and telephone numbers of all Partners/Sole Trader/Proprietors				
1	**Name:**			
	Address:			
	Telephone No.		**Email:**	
2	**Name:**			
	Address:			
	Telephone No.		**Email:**	

Personal Credit Guarantee – Only to be completed by director(s) of a limited company or members of an LP or LLP.

In consideration of your agreement to supply goods on credit to the Company described above applying for credit herein ("the Company") I/we the undersigned being director(s)/member(s) of the Company/LP/LLP hereby unconditionally & personally, jointly & severally guarantee payment of all monies due & owing by the Company to Sylvagen Ltd, its subsidiaries & successors, including all monies due & owing by reason of any increases in the credit limit granted by Sylvagen Ltd from time to time following review of the Company's credit account & note the additional terms below:

	Guarantor 1	Guarantor 2	Guarantor 3
Signature			
Print Name			
Date			

By signing this Personal Credit Guarantee, you are personally guaranteeing the debts of the Company and could be held personally liable for all outstanding payments if the Company fails to pay, potentially including your personal assets. If unsure, please seek independent legal advice before signing.

For any Personal Credit Guarantee

Any credit limit on a credit account being the initial credit limit, which would be subject to increase; If the credit amount is increased, it will be covered by the Personal Guarantee and notice of the increase to the customer is deemed notice to the Personal Guarantor(s) and if the customer uses the increased credit limit, then this is deemed consent by the Personal Guarantor(s) to the increase in credit limit.

I/we make this application to open a credit account with Sylvagen Ltd, I/we understand that Sylvagen Ltd may make a search with a credit reference agency, which will record & share that information with other businesses. We will also monitor and record information relating to your trade performance & such reports will be made available to credit reference agencies who will share that information with other businesses in assessing applications for credit & fraud prevention.

I/we accept the above & agree that if a credit account is opened, payments will be made in agreement to Sylvagen Ltd standard **Terms of Trading** – Receipt of payment within 30 days from date of Invoice, Queries are to be raised to Sylvagen Ltd within 5 days of receiving the invoice.

This does not affect your statutory rights.

You are also agreeing to abide by Terms and Conditions of this Company in the absence of any written authority, strictly from this Company, to the contrary.

Declaration: I wish to open a credit account with **Sylvagen Ltd.**

I am authorized by my company to do so.

The applicant acknowledges having received a copy of the suppliers Terms & Conditions and agrees to the conditions therein.

Sylvagen Ltd payment terms are strictly 30 days from date of invoice.

Signature (must be authorized signatory):	
Please PRINT full name:	
Position/Title:	
Date:	

ABOUT YOUR BUSINESS

Are you a waste broker/dealer?	YES / NO

Waste broker/dealer Number:	*Please send a copy of the Licence*

If yes, what is your history in the waste industry?

KYC check – please supply the following documentation	
Copy of your VAT Certificate	
Copy of your Certificate of Incorporation	
Copy of a director's ID	
Copy of a letter/utility Bill	

In order for us to process your application you must ensure that the above information has been provided/sent to the accounts@sylvagen.co.uk

Office Use:

- *If a waste trader/dealer, please complete the Brokers checklist and save in level 3, along with the supporting information received*

Reference notes

COMPLIANCE

Please provide your Insurance details					
Please provide Insurance details:		Limit of Cover	Certificate Received?		Renewal Date
	Employers Liability	£	**YES / NO**	*Please send a copy of the certificate*	
	Public Liability	£	**YES / NO**	*Please send a copy of the certificate*	
	Product Liability	£	**YES / NO**	*Please send a copy of the certificate*	

Please provide the EWC code(s) for the material(s) you wish to supply/receive	
Wood	
Waste	
Plasterboard	
Other (please state)	

Please provide the below information for mirror code waste		
Do you have WM3 testing available?	**YES / NO**	*If YES, please send a copy*
Does the site have a waste acceptance/rejection procedure?	**YES / NO**	*If YES, please send a copy*
Does the site have a hazardous waste procedure?	**YES / NO**	*If YES, please send a copy*

Please provide your Health & Safety Policy	

Number your Waste Management Licence/Permit / Exemption:	*Please send a copy of the Licence/Permit*
Waste Carriers Licence Number:	*Please send a copy of the Licence*

Site Address *(if different from above)*

Will you be organising your own haulage?	**YES / NO**

If yes, please confirm that your Company/Organisation has ensured it has met all of its Duty of Care obligations with regards to transport of waste, and that it has checked all relevant Waste Carrier Licences for hauliers contracted by your Company/Organisation and that these licences are valid.

Signed:		**Date:**	

In order for us to start accepting your current waste material we must ensure that the above information has been provided/sent to the accounts@sylvagen.co.uk

Office Use:

- *Has the Waste Transfer Note(s) been created?*
- *Has the completed account application to be saved on level 3?*
- *Has all compliance documentation been saved on level 4?*

Approved by:		**Date:**	

Level 2, Brockbourne House,
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

Company details

Invoice/Billing address;

Sylvagen Ltd,
Level 2, Brockbourne House,
77 Mount Ephraim,
Tunbridge Wells,
Kent
TN4 8BS

Correspondence; Accounts@sylvagen.co.uk

Company number; 10992234

VAT number; 280614609

Bank Details

Address
Barclays Bank Plc, Leicester, LE87 2BB

Details
Account Name – Sylvagen Ltd GBP Account
Account Number – 60415936
Sort Code – 20-61-24

Terms and Conditions of Business

SYLVAGEN TERMS ANDCONDITIONS OFBUSINESS

1. Definitions

1.1 In theseConditions:

(a) "Applicable Law" means:

(i) any Act of Parliament or subordinate legislation, any exercise of the Royal Prerogative, any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, any planning or building permission or regulation (including any development consent order) and any other official request or requirement made by any regulator or statutory authority or other body of competent jurisdiction in respect of which SYLVAGEN or the Company has a legal obligation to comply,

(ii) any rule of equity or common law or the ruling, judgment or order of any Court; or

(iii) all orders, rules, regulations, ordinances, notices, guidance notes,schemes, warrants, bye-laws, directives, franchises, licences, permits, circulars and codes of practice issued or raised under or inconnection with any of the foregoing;

(b) "Collection Address" means, where applicable, the address from which the Company instructs SYLVAGEN to collect the Consignment as confirmed in the Order;

(c) "Consignee" means the person to whom SYLVAGEN is to deliver the Consignment as confirmed in the Order;

(d) "Consignor" means the person who sends a Consignment to SYLVAGEN as confirmed in the Order;

(e) "Consignment" means each individualconsignment of Goods which SYLVAGEN is to receive and/orcollect and/or deliver pursuant to the Contract;

(f) "Consignment Note" shall be the transport document specifying the Goods to be consigned or received and which shall accompany theGoods;

(g) "Contract" means the agreement between SYLVAGEN and the Company for thesupply of the Services, whichshall incorporate these Conditions, together with SYLVAGEN's quotation or estimate and the Company's acceptance (whether in writing, orally or by conduct) (as provided pursuant to Condition 2.2 below);

(h) "Company" means the party with whom SYLVAGEN makes the Contract with;

(i) "Controlled Waste" has the meaning given to it in Section 75(4) of the Environmental Protection Act 1990 (as amended);

(j) "Dangerous Goods" means goods which are listed in Part 3 of Annex A to the European Agreement concerning the International Carriage of Dangerous Goods by Road (as amended);

(k) "Delivery Address" means the address to which theCompany instructs SYLVAGEN to deliver the Consignment as confirmed in theOrder;

(l) "EWC Code" means, in respect of any Controlled Waste, therelevant waste characterisation code as prescribed by the European Waste Catalogue 2002 (as amended);

(m) "Goods" means the goods that SYLVAGEN agrees to receive, carry or supply under the Contract;

(n) "Order" means as defined in Clause 2.2 below;

(o) "Price" shall be the amount determined in the Order or by express confirmation by SYLVAGEN;"SYLVAGEN" means Sylvagen a company registered in England and Wales with registered number 10992234

(p) ,having its registered office at Level 2, Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS;

(q) "Services" means the services which SYLVAGEN agrees to provide under the Contract;

(r) "Specification for Collected Goods" means the specification provided by SYLVAGEN and forming part of the Order;

(s) "Specification for DeliveredGoods" means thespecification provided by the Company and agreed by SYLVAGEN; and forming part of the Order;

(t) "Specification for Received Goods" means the specification provided by SYLVAGEN and forming part of the Order;

(u) "Tonne" means metric tonne;

(v) "Waste Transfer Note" means a note compliant with Section 34(1)(c) of the Environmental Protection Act 1990 (as amended) and Regulation 35 of the Waste (England and Wales) Regulations 2011 (as amended); and

(w) "Working Day" means a day on which high street cleaning banks in the UK are open for business (except Saturday, Sunday and Public Holidays) and "Working Hours" means the hours falling within 0600 and 1800 on such days. 1.2 In these Conditions, a reference to the "Conditions" shall also include, where applicable, the"Contract".

2. Introduction

2.1 SYLVAGEN undertakes all Services solely uponthe basis ofthis Contract. These Conditions, or any other terms and conditions of the Contract, may not be varied except with the prior written approval of SYLVAGEN.

2.2 The Company shall be bound by the terms of these Conditions by confirming its acceptance of SYLVAGEN's response to their enquiry for the provision of Services orally or in writing. Such oral or written acceptance of SYLVAGEN's response to the Company's enquiry shall represent the order for the purposes of these Conditions and the Company shall be deemed to have unreservedly and unconditionally accepted these Conditions by accepting SYLVAGEN's response to their enquiry which may have included SYLVAGEN's quotation or estimate and the Company agrees to deal with SYLVAGEN on the basis of these Conditions to the exclusion of all other conditions, warranties, terms, promises, understandings or representations, whether express or implied by statute, a course of dealing or otherwise howsoever (the "Order"). If the Order is concluded which includes any purchase order or other such documentation containing or referring to any terms and conditions additional to or at variance with these Conditions, then any such additional or varying terms or conditions shall be of no effect and shall not bind SYLVAGEN in any way whatsoever.

2.3 The Contract constitutes the entire agreement between the Company andSYLVAGEN.

2.4 The Company acknowledges that in entering intothe Contract it has not relied upon any representation, promise, understanding or assurance other than those set out in theseConditions.

2.5 The Company warrants to SYLVAGEN that it is authorised and has all the necessary capacity to enter into this Contract withSYLVAGEN.

3. The Order

3.1 The Order will include details of the Goods to be collected or delivered.

3.2 Where the Goods are to be collected by SYLVAGEN, the Company shall ensure that the Goods meet all of the Specification for Collected Goods. In the event that they do not, SYLVAGEN shall not be required to collect the same and where a Price is payable by SYLVAGEN, shall not be obliged to pay the Company the Price. In the event that SYLVAGEN collects the Goods which do not meet the Specification for Collected Goods, SYLVAGEN shall charge an amended Price for such collection and that Pric e shall be payable in accordance with the terms of the Order.

3.3 Where the Goods are to be delivered by SYLVAGEN, SYLVAGEN shall ensure that the Goods meet all of the Specification for Delivered Goods. In the event that they do not, the Company may elect not to have the Goods delivered and shall not be obliged to pay SYLVAGEN the Price or SYLVAGEN shall not be obliged to pay the Company the Price in the event that the Company was expecting a Price in return for receiving the Goods. In the event that the Company elects to receive the Goods which do not meet the Specification for Delivered Goods, SYLVAGEN shall agree an amended Price for such delivery and that Price shall be payable in accordance with the terms of theOrder.

3.4 Where the Goods are to be received by SYLVAGEN, the Company shall ensure that the Goods meet all of the Specification for Received Goods. In the event that they do not, SYLVAGEN shall not be required to receive the same; and where appropriate, SYLVAGEN shall not receive any Price for thesame. In the event that SYLVAGEN elects to receive the Goods which do not meet the Specification for Received Goods, SYLVAGEN shall agree an amended Price for such receipt and that Price shall be payable in accordance with the terms of theOrder.

4. The Indemnities

4.1 The Company shall indemnify SYLVAGEN against any loss, damage, claim, liability, expense, fine, penalty and/or cost suffered or incurred by SYLVAGEN arising out of any breach of any Applicable Law, breach of contract (including these Conditions) or any other term of the Contract implied herein; or tort (including any negligence); or any misstatement, misrepresentation or breach of the Contract and these Conditions by the Company (or its representative) or as a consequence of the Company's wilful default or deliberate act or omission (or any negligence, wilful default or deliberate act or omission of the Company's representative).

5. Cancellation

The Company is entitled to cancel the collection or delivery of a Consignment at any time before arrival of SYLVAGEN's vehicle at the Collection Address or prior to departure of SYLVAGEN's vehicle en route to any Delivery Address and shall pay all of SYLVAGEN's reasonable and unavoidable costs arising from such cancellation; including any transit costs incurred; as well as the difference in cost of reselling any Goods that would have been purchased by the Company or the cost of any higher Price charged by another party in respect of similar Goods incurred by SYLVAGEN, but for such cancellation.

6. Dangerous Goods

6.1 SYLVAGEN shall not be obliged to store, handle or transport any Dangerous Goods unless SYLVAGEN agrees to do so in writing having first received from the Company written details of the nature of the Goods, the respect(s) in which they are hazardous, dangerous and/or offensive; and any special precautions that are required to be taken by SYLVAGEN while handling such Goods and the reason for special precautions to be taken.

6.2 The Company shall ensure that any Dangerous Goods are classified, packed and labelled in accordance with any relevant legislation (including, but not limited to, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (as amended)).

7. Transport of Controlled Waste

7.1 SYLVAGEN shall not be obliged to store, handle, supply or transport any Controlled Waste unless SYLVAGEN agrees to do so in writing having first received from the Company written details of the nature of the Controlled Waste and the Consignment including, but not limited to, the EWC Code, the Collection Address and the Delivery Address.

7.2 Where the Company requires SYLVAGEN to receive and/or supply and/or transport any Controlled Waste, the Company warrants that the Collection Address and the Delivery Address, where appropriate, is a site which is permitted under the Environmental Permitting Regulations (England and Wales) 2010 (as amended) to consign or receive Controlled Waste and the Company shall indemnify SYLVAGEN against any and all costs (including legal costs), expenses, claims, fines, penalties or otherwise incurred or suffered by SYLVAGEN as a result of the Collection Address or the Delivery Address, where appropriate, not being so permitted including, but not limited to, any such costs (including legal costs), expenses, claims, fines, penalties or otherw ise incurred or suffered by SYLVAGEN as a result of disposing of the Consignment by any alternative means.

7.3 Any Consignment requiring Transfrontier Shipment of Waste notification shall be subject to the Consignor obtaining the necessary consent and the Company shall indemnify and hold SYLVAGEN harmless and continue to do so in respect of any loss, damage, claim, liability, expense, fine, penalty and/or cost suffered or incurred by SYLVAGEN in connection with any Consignment that is not in full compliance with this requirement. The Company hereby consents and agrees, without prejudice to the foregoing indemnity, should any Consignment be incapable of being completed for whatever reason; the Company shall accept an obligation to accept the return of the Consignment to it (where the Company is the Consignor) or to bereturned to the original place of origin, where the Company is the Consignee of theGoods.

8. Loading and Unloading

8.1 SYLVAGEN shall endeavour to provide avehicle that is reasonably suitable for the carriage of the Consignment.

8.2 If the Consignment is not ready for loading by the time of the arrival of SYLVAGEN's vehicle at the Collection Address, then SYLVAGEN reserves the right to charge the Company all costs arising from the delayed collection, such charge shall be without prejudice to any other rights and remedies as may be available to SYLVAGEN under these Conditions, the Contract; or otherwise.

8.3 Where Goods are to be collected by SYLVAGEN, the Company shall ensure that the Consignment is securely and properly packed and labelled in accordance with any relevant legislation and in such a condition that it is not likely to cause injury or damage to any person or property.

8.4 The Company shall, at its own cost, load or arrange and be responsible for the loading and unloading of the Consignment in accordance with SYLVAGEN's driver's directions and instructions. SYLVAGEN shall have no responsibility for loading or unloading of the Consignment.

8.5 TheCompany shall, at its owncost, provide and be responsible for all and any plant, labour, facilities or appliances, which are required in order to load or unload aConsignment.

8.6 The Company shall ensure that no loss of or damage to any of SYLVAGEN's vehicles or trailers or any of SYLVAGEN's employees, officers or agents occurs while at theCompany's premises and the Company shall indemnify SYLVAGEN and any of its employees, officers or agents against any such loss.

8.7 Where the Goods are to be delivered, and the Goods are not capable of being unloaded or are refused at the Delivery Address, then SYLVAGEN reserves the right to charge the Company all costs arising from the delayed unloading and delivery or non-delivery, suchcharge shall be without prejudice to any other rights and remedies as may be available toSYLVAGEN under these Conditions, the Contract; or otherwise.

9. Consignment notes and receipts

9.1 Consignment Notes, Weighbridge Tickets and Waste Transfer Notes shall accompany the Goods in accordance with the Applicable Law.

10. SYLVAGEN's Charges

10.1 Carriage

In the case of the provision of carriage services, the Price to be paid by the Company is the Price set out in SYLVAGEN's estimate or quotation as the case may be and included in the Order. In the absence of any quoted Price, the Price shall be SYLVAGEN's standard transit charges in force charges from time to time. SYLVAGEN shall be entitled to invoice the Company in respect of such services for all amounts due immediately after carriage is at an end.

10.2 Goods

10.2.1 Any Price payable by the Company shall be determined by SYLVAGEN in the Order and shall be determined by reference to the weight of the Goods, their moisture content and the chemical composition of the same. These factors shall be supplied by SYLVAGEN and may be subject to determination by the Company at the Delivery Address. The results of any sampling and inspection undertaken by the Company shall be copied to SYLVAGEN for its own verification purposes. SYLVAGEN may, in any event, inspect and sample the Goods upon loading the Goods at the point of loading and upon discharge at the Delivery Address. The Company shall notify SYLVAGEN immediately in the event that it considers the Goods are not compliant with the relevant and agreed specification.

10.2.2 Any Price payable by or to SYLVAGEN in respect of Goods received by SYLVAGEN shall be determined by reference to the weight of the Goods, their moisture content and the chemical composition of the same. These factors shall be supplied by the Consignor and may be subject to determination by the Company at the Delivery Address. The results of any sampling and inspection undertaken by the Company shall be copied to SYLVAGEN for its own verification purposes. SYLVAGEN may, in any event, inspect and sample the Goods upon loading the Goods at the point of loading and upon discharge at the Delivery Address. The Company shall notify SYLVAGEN immediately in the event that it considers the Goods are not compliant with the relevant and agreed specification.

10.3 Variation toPrice

SYLVAGEN's Prices are subject to adjustment at any time by SYLVAGEN to take account of any variation in SYLVAGEN's costs including (but not limited to) variations in wages, the costs of materials, fuel, oil, maintenance costs and or spare parts, exchange rate fluctuations, alteration of duties, Local Authority rates, National Insurance and other employment costs, Value Added Tax and other costs as well as any variations to the cost of any raw materials in respect of the supply of the Goods; including any increased prices from raw material suppliers; since the date of the Contract; or any event of Force Majeure referred to in Condition 14.

10.4 Charges for additional Services

In the event that SYLVAGEN provides services in addition to those which it originally agreed to provide under the Contract, including (without limitation) providing services outside working hours, making deliveries to locations other than to the Delivery Addr ess or collections from locations other than the Collection Address; or outside the time at which SYLVAGEN is to collect or deliver Goods, then SYLVAGEN shall be entitled to be paid by the Company such additional amount as represents the additional cost incurred by SYLVAGEN as a consequence, together with a management charge and a profit mark-up thereon based on SYLVAGEN's standard rates from time to time.

10.5 Value Added Tax

SYLVAGEN's charges are exclusive of any applicable Value Added Tax.

10.6 Payment terms

(a) The Company shall pay to SYLVAGEN any amounts payable under this Contract within 28 days from the date of the invoice provided by SYLVAGEN and time of payment of any amounts payable under this Contract shall be of the essence. Invoices shall be deemed to have been received within 2 days of them having been sent by post; or immediately where sent by email. The Company shall notify SYLVAGEN immediately upon receipt of the invoice if it considers that the amounts indicted on such invoice are incorrect. Invoices shall be due and payable without the requirement for any supporting documentation.

(b) SYLVAGEN shall be entitled, without prejudice to any other rights under this Contract, to interest up to 4% above the Lloyds Bank plc base rate current from time to time, calculated daily on all overdue amounts.

(c) SYLVAGEN shall be entitled, without prejudice to any other rights under this Contract, that if for any reason any payment is not made when due, SYLVAGEN reserve the right to be paid on an indemnity basis any costs incurred in recovering any money due under this contract (and the costs of recovering such costs) including administrative costs and any costs incurred with lawyers or debt collection agencies. SYLVAGEN's administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the timespent.

(d) Any invoices issued to SYLVAGEN must include a purchase order number as provided to the Company by SYLVAGEN. Invoices shall be settled within 45 days of receipt of a validinvoice.

10.7 No set off

The Company shall not be entitled to withhold, deduct or set off against any amount due to SYLVAGEN any sum which it alleges is due to it from SYLVAGEN under the Contract or any other contract. Any sums paid under the Contract by way of a payment in advance shall be non- refundable.

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11. Liability

11.1 SYLVAGEN shall not be liable for any injury to any person, loss or deterioration of or damage to or non-delivery or misdelivery of any property (including the Goods) or any other claim in any circumstances whatsoever, howsoever caused in relation to the Contract save to the extent that the same is caused by SYLVAGEN's wilful default or gross negligence.

11.2 SYLVAGEN shall not be obliged to insure the Goods. The Company shall insure the Goods against all risks for their full insurable value and shall be solely liable for the cost of insuring theGoods.

11.3 SYLVAGEN's liability in respect of Condition 11.1, howsoever arising shall in allcircumstances be limited to the value of the Goods as evidenced by the applicable Price in respect of thesame.

11.4 SYLVAGEN shall not be liable for any costs, claims, damages or expenses:

(a) arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis;

(b) which arises prior to the commencement of loading of any Goods to be collected or following unloading of any Goods to be delivered;

(c) to the extent that thesame is caused wholly or partly by breach of any condition, term or warranty of the Contract by the Company;

(d) unless written notice of the Company's claim in respect of the same is received by SYLVAGEN within 7 Working Days (in respect of damage to property, personal injury or non-delivery) and 21 Working Days (in relation to any other claim) of the time of the events giving rise to the claim coming to the notice of the Company. SYLVAGEN shall in any event be discharged from all liability unless proceeding are brought within 1 year of the date on which the Contract terminates; or

(e) in respect of any loss of profits, loss of income, loss of revenue, loss of value, loss of anticipated savings, loss of production or generation or any loss of any subsidy or incentive tariff of whatever nature linked to production or generation or accruals and/or any indirect and/or consequential losses of whatever kind or nature.

11.5 SYLVAGEN shall in any event be discharged from all liability unless proceedings are brought within 1 (one) year of the date on which the Contract expires or terminated in accordance with the provisions of Condition 11 hereunder.

11.6 Nothing in theseConditions shall have the effect of excluding or restricting the liability of SYLVAGEN for; (i) death or personal injury resulting from its negligence in so far as the same is prohibited by English Law; or (ii) for fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited under Applicable Law.

11.7 The aggregate liability of SYLVAGEN arising out of or in connection with the Contract (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the lesserof:

(a) the sums which SYLVAGEN is able to recover from its insurers in respect of the same; and

(b) the lowest sum payable by SYLVAGEN pursuant to Condition 11.3.

12. Term and Termination

12.1 The Contract shall come into existence in accordance with the provisions of Condition 2.2 hereof and shall continue in full force and effect, subject to the provisions of Condition 11.2 hereunder, until such time as the Goods or Services are collected and or delivered and or completed as the case may be. Any such Conditions or terms of the Contract which by their nature are intended to survive expiry or termination of the Contract shall continue in full force and effect thereafter.

12.2 SYLVAGEN shall be entitled to immediately terminate the Contract if the Company defaults under the Contract or becomes bankrupt, insolvent, or is unable to pay its debts as they fall due; or compounds with its creditors or shall have distress or execution levied upon its property or is wound up or receives a winding up petition which is not defeated within the notice period thereof; or goes into liquidation (except for the purposes of a bona fide reconstruction) or shall have a receiver, administrative receiver or administrator appointed of the whole or any part of its assets or shall suffer the appointment of any similar person under the laws of its domicile.

12.3 Followingtermination of the Contract for any reason, theCompany shall forthwith pay to SYLVAGEN all of SYLVAGEN's outstanding invoices in respect of Services provided prior to the date of termination.

13. Lien

13.1 SYLVAGEN shall have a general lien against the Company, in respect of Goods which the Company owns. Where the Company is not the owner of the Goods, SYLVAGEN shall have a particular lien against the said owner, allowing SYLVAGEN to retain possession but not dispose of the Goods against the monies due from the Company in respect of the Goods.

13.2 Subject to the foregoing, SYLVAGEN shall be entitled to sell any Goods in its possession and tender of the sale proceeds, after deduction of all proper charges and expenses in relation to the sale, to all outstanding sums due to SYLVAGEN in respect of the Contract. In the event that, after deduction of all proper charges and expenses in relation to the sale of the Goods, the proceeds of the sale of the Goods pursuant to clause 13.2 are not sufficient to satisfy all outstanding sums due to SYLVAGEN in respect of the Contract, then the remainder shall be due as a debt from theCompany.

14. Force Majeure

14.1 SYLVAGEN shall be relieved of its obligations under the Contract and shall not be in breach of the Conditions to the extent that it is prevented from or hindered in performing them by reason of circumstances outside its reasonable control, including, without limitation, Act of God, war, act of foreign power, terrorism, requisition or destruction of or damage to property by or under any government or public or local authority, seizure or forfeiture under legal power, riot, civil commotion, strike, lockout, shortage of utilities, fuel or other supplies, general or partial stoppage or restraint ofabour.

14.2 If SYLVAGEN is prevented or hindered from performing its obligations under the Contract due to any circumstances outside its control and such circumstances persist for a period of 1 (one) month or longer, then SYLVAGEN shall, withoutprejudice to any other right or remedy, be entitled to terminate the Contract forthwith upon written notice to the Company.

15. General

15.1 The time of performance of the Services shall not be of the essence of the Contract and any time frames indicated or accepted by SYLVAGEN as to the performance of the Services are good faith estimates only and are not intended to be legally bindingcommitments.

15.2 All rights and remedies granted to either of the parties under these Conditions shall be cumulative and no exercise of any right under these Conditions shall restrict or prejudice the exercise of any other right granted by the Contract or otherwise.

15.3 The failure by SYLVAGEN to enforce at any time or for any period any of its rights arising out of or under the terms and conditions of the Contract shall not be a waiver of such right or in any respect affect SYLVAGEN's subsequent entitlement to enforce or exercise all or any of its rights arising out of or under the Contract.

15.4 Any notice required or permitted to be given under the Contract shall be delivered by hand or sent by recorded delivery to the registered office of the recipient. Such notices shall be deemed to be given when actually received or, if recorded delivery mail is returned marked "gone away" or to like effect, on return of such mail.

15.5 The Company may not assign, transfer, sub-contract, novate or otherwise part with any right or obligation arising out of or under the Contract without the prior written consent of SYLVAGEN. SYLVAGEN shall be entitled to assign, transfer or sub-contract the Contract, in whole or in part, without the need to obtain the Company's priorconsent.

15.6 If SYLVAGEN arranges the carriage of a Consignment by rail, sea, inland waterway or air it does so as the Company's agent and the contract for that part of carriage shall be between the Company and the relevant carrier.

15.7 Save in relation to the carriers referred to in Condition 15.6, third parties shall not enjoy any rights under these Conditions or the Contract as consequences of the Contracts (Rights of Third Parties) Act 1999.

15.8 In the event of any dispute or difference arising between the Company and SYLVAGEN in connection with the implementation or operation of theseConditions, the party raising such dispute or difference shall notify thechief operating officer (or equivalent) of the other party and that person shall attempt to resolve such dispute or difference amicably with his counterp art within 14 days of receipt of such notice (or such other period as the parties may agree). Where the chief operating officers of the parties f ail to reach agreement, Condition 15.9 shall apply.

15.9 The Contract shall be governed by English law and any dispute arising out of or inconnection with the Contract (including these Conditions) shall, subject to Condition 15.8, be subject to the exclusive jurisdiction of the Courts of England and Wales.

15.10 If a competent court or any other competent authority finds any provision of the Contract and/or these Conditions to be invalid, illegal or unenforceable, that provision or part provisions shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract and/or these Conditions shall not be affected.