

TERMS AND CONDITIONS OF SERVICE BETWEEN THE SUPPLIER AND CUSTOMER

Hardware and E-Waste Collection and Processing and Hazardous and Specially Controlled
Waste Services at Galaxy CI

Unit 2C, La Hure Mare Industrial Estate, Vale, GY3 5VB

Supplier: Galaxy Computer Brokers Ltd [trading as Galaxy CI]

Customer: The Person(s), Company, Partnership, Charity, Government Department or other legal entity who has requested the Service.

Service: Hardware and eWaste Collection, Secure Destruction, Remarketing, Recycling or Recovery and Managing Hazardous and Specially Controlled Waste

- 1. The Supplier shall collect, or receive, redundant computer hardware, electrical and electronic waste and associated consumables/peripherals from the Customer ('the E-Waste'). Hazardous and Specially Controlled Waste can only be collected by prior arrangement. If you need advice on what is 'Hazardous and Specially Controlled Waste', please contact the Supplier.
- 2. The Supplier does not accept the following types of waste under any circumstances:
 - a. Clinicial Waste
 - b. Gas bottles and cylinders
 - c. Flares and explosives
 - d. Asbestos
- 3. A representative of the Customer must be available to check and sign over control of the E-Waste and/or Hazardous and Specially Waste to the Supplier on collection/receipt.
- 4. Any personal data contained in the E-Waste, or stored on data carriers in the computer hardware or E-Waste, shall be securely destroyed by the Supplier prior to the computer hardware or E-Waste being further processed for remarketing, recycling or recovery.
- 5. The Supplier accepts no liability whatsoever for the destruction of any E-Waste or personal data stored or contained in any E-Waste which the Customer did not intend to supply to the Supplier for destruction or recycling.
- 6. The Supplier shall provide a Transfer Note, Evidence Note or Summary Count as agreed with the Customer. If no Evidence Note or Summary Count is requested by the Customer this Transfer Note shall serve as confirmation that all E-Waste shall be processed in accordance with all applicable legislation.
- 7. Hazardous and Specially Controlled Waste will be collected by the Supplier by prior agreement only and the Supplier reserves the right to refuse collection at their sole discretion.
- 8. The Customer undertakes that they shall provide safe and appropriate access to their Office or Site to enable collection of waste by the Supplier, making lifts and parking available where possible, or shall

ensure the safe delivery of all waste in appropriate containers, e.g. using archive boxes, plastic storage bins, wheelie bins or tonne bags. The Supplier shall provide appropriate storage containers when requested. These containers shall remain the property of the Supplier. The Customer undertakes not to damage the Supplier's containers and the Customer shall be fully liable for the repair or replacement of any container howsoever damaged.

- 9. Payment for the Service must be made within 30 days of date of invoice.
- 10. The Supplier does not accept any liability whatsoever for any loss, consequential loss or damage to the Customer's, or any Third Party's property, or any indirect or consequential loss of any sort, howsoever caused, or for any injuries to persons arising from using or collecting the storage containers, howsoever caused and the Customer hereby indemnifies the Supplier in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered in respect of any such loss, damage or injury. Nothing in this section shall limit the Supplier's liability for death or personal injury caused by its negligence or willful misconduct or fraud.
- 11. The Supplier may at any time refuse to offer its Services.
- 12. The Supplier is part of Guernsey Recycling Group of Companies ('GRG"). The Supplier reserves the right to sub-contract their service to another member of GRG.
- 13. In providing the Service the Supplier must process some personal data for purposes of communication, operations, accounting and reconciliation. All personal data will be used in accordance with the General Data Protection Regulation an applicable local Data Protection legislation. A full copy of Data Protection Policy is available on request, please email DPO@grgcorp.com.