



Memorandum Agreement

Dated

BETWEEN

(1)

and

(2) Ramco (UK) Limited (CRN: 02722506) whose registered office is situated at 27 Lumley Avenue, Skegness, Lincolnshire PE25 2AT.

SCOPE

Ramco undertakes to dispose of surplus goods and equipment removed from stores as identified and to provide a seamless solution and efficient disposal process in accordance with the law including all applicable statutory provisions.

All warranties, conditions or terms relating to fitness for purpose, quality or condition of the surplus goods whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by the law.

COMMERCIAL TERMS

Commercial terms are as follows:-

- For items collected by Ramco, the share of gross sales value will be % Ramco % customer
- For items delivered to Ramco, the share of gross sales value will be % Ramco % customer

UNDERTAKINGS BY THE CUSTOMER

The customer will appoint an authorised representative to deal with Ramco. The customer's representative shall notify Ramco of all surplus equipment for which disposal is required including any special loading or collection requirements.

The customer shall afford all necessary access to the location of the surplus goods and shall wherever possible co-locate equipment into a single area.

The customer shall, unless agreed otherwise, prepare the surplus equipment for collection and carry out any environmental, disconnection or decommissioning work to allow removal by Ramco.

In the event that Ramco inadvertently receives hazardous or contaminated equipment, Ramco will advise the customer to arrange for appropriate disposal.

The customer shall have no liability whatsoever arising from the use of the surplus goods either by persons employed by Ramco or any other third party from the date of collection from the customer.

UNDERTAKINGS BY RAMCO

Ramco shall, no later than 28 days from the date of notification by the customer or unless agreed otherwise, commence collection of the surplus goods from the customer's premises at a time and in the manner agreed with the customer for onward disposal.

Ramco hereby agrees to indemnify the customer against all losses, claims, demands, liabilities and proceedings arising from their performance of the services under this Agreement and the disposal and / or use of the surplus goods from the date of collection.

Upon the sale of any items Ramco shall:

report to the customer by the 5th working day of the following month detail of all sales conducted during the current period and make payment of the share of sales revenue due to the customer as detailed in the report within 30 days of the end of the period reported.

ADDITIONAL DETAILS

Contact Name

Contact Number

Email Address

VAT Registered Yes No Vat No. (if applicable)

Vendor Bank Name

Vendor Account Details Sort Code Account No.

Additional Fees and Reason

Vendor Commission Rate

Buyers Premium Rate

AGREED by the Parties on the date set out at the head of this Agreement.

Authorised Signatory On behalf of Ramco

Authorised Signatory On behalf of the customer

Name

Name

Position

Position

Date

Date