

TIPPING AND RECYCLING TERMS AND CONDITIONS

DEFINED TERMS AND INTERPRETATION

ACCEPTANCE CRITERIA means the waste acceptance criteria, site rules, material specifications, contamination thresholds, booking requirements, opening hours, environmental conditions and operational requirements notified by Aussie Skips from time to time for each Disposal Site.

ADDITIONAL CHARGES means the charges referred to in this Agreement including, without limitation, contamination charges, reclassification charges, reload fees, waiting time charges, Delayed Handling Fees, Special Tipping Fees, minimum load charges, disposal surcharges, clean-up costs, testing costs and any other charges arising from the Customer's Breach or the true nature of the waste delivered.

ACL means the Australian Consumer Law which is contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

AUSSIE SKIPS means Aussie Skips (Aust) Pty Ltd (ACN 067 450 444), Aussie Skips Commercial Pty Ltd (ACN 629 348 910), Aussie Skips Recycling Pty Ltd (ACN 614 855 506), Aussie Skips Bin Services Pty Ltd (ACN 615 153 985) and all other associated entities within the Aussie Skips Group.

AUSTRALIAN PRIVACY PRINCIPLES means the Australian Privacy Principles set out in the Privacy Act 1988 (Cth).

BUSINESS DAY means a day that is not a Saturday, Sunday or a public holiday in New South Wales, including 27, 28, 29, 30 and 31 December.

CHARGES means the rates, charges, fees and surcharges payable by the Customer for the Services including the gate fee, weighbridge charges, transport related fees if applicable, Additional Charges and GST where lawfully payable.

CLAIMS means any claim, action, suit, demand, complaint, proceeding, judgment, debt, liability, loss, damage, cost, charge, penalty, fine or expense of any kind whatsoever, whether present or future, actual or contingent and whether arising at law, in equity, under statute or otherwise.

CONFIDENTIAL INFORMATION means each party's information made available to the other at any time concerning the business, operations, finances, plans or contractors of the disclosing party (or the disclosing party's Related Bodies Corporate), including pricing, site rules, customer information and operational data, but does not include information which is or becomes public knowledge other than by a breach of this Agreement or is independently known to, or developed by, the receiving party as evidenced by the receiving party's written records.

CONSEQUENTIAL LOSS means indirect or special loss or damage, loss of actual or anticipated profit, loss of business, business interruption, loss of overhead, loss of contract, loss of revenue, loss of opportunity or wasted costs.

CONSUMER CONTRACT AND SMALL BUSINESS CONTRACT has the same meaning as in the ACL.

CONTAMINATED LOAD means any load of waste that does not comply with the nominated waste stream, includes mixed or prohibited material, exceeds applicable contamination thresholds or otherwise fails the Acceptance Criteria.

CUSTOMER refers to the person, organisation, partnership, corporation or other entity, including a trust, delivering waste to, or acquiring tipping, recycling or disposal services from, Aussie Skips as identified in the Credit Application, weighbridge docket, account record, quotation or tax invoice.

CUSTOMER'S BREACH means any breach, default, omission, misrepresentation, negligence, unlawful act or failure by the Customer, its employees, agents, contractors, drivers or invitees to comply with this Agreement, the Acceptance Criteria, any site direction or any applicable law.

DELAYED HANDLING FEES means any additional charges payable where a vehicle is delayed, kept waiting, required to move, requeue, unload twice, reload material, undergo special inspection or otherwise causes Aussie Skips to incur additional labour, plant, traffic control or operational time.

DISPOSAL SITE means any site, transfer station, tip, recycling facility, weighbridge, yard, depot or other premises operated by or on behalf of Aussie Skips for the receipt, weighing, storage, processing, recycling or disposal of waste.

ENVIRONMENTAL LAWS means all statutes, regulations, ordinances, codes, by-laws and other subordinate legislation, whether state, federal or local, and any lawful requirements or directives of any governmental, regulatory or statutory authority, that relate to the protection, conservation or management of the environment, or the prevention of pollution or environmental harm, including the generation, storage, transportation, treatment or disposal of waste.

EXCLUDED WASTES means any material or substance that must not be delivered to a Disposal Site unless Aussie Skips expressly agrees otherwise in writing. This includes all liquids, explosive substances, materials that may become explosive through chemical reactions, toxic, hazardous, dangerous or noxious materials, asbestos, acid, solvents, paints, oils, chemicals, medical waste, biological waste, radioactive substances and any items identified as excluded or restricted on the Website or in the Acceptance Criteria.

FORCE MAJEURE means any event or circumstance beyond the reasonable control of a party that prevents or delays the performance of any of its obligations under this

Agreement, which could not have been reasonably foreseen, prevented or overcome by the affected party. Force Majeure includes, but is not limited to, acts of God, natural disasters, pandemics, epidemics, war, terrorism, civil unrest, riots, embargos, governmental orders or regulations, industrial disputes including strikes and lockouts, fire, flood and shortages or unavailability of labour, materials, electricity, plant, shipping or transportation.

GST means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation, regulation or rulings, as amended from time to time. Expressions used in this definition, including supply, tax, input tax and taxable supply, have the same meanings as those terms have under the GST laws.

INSOLVENCY EVENT means, in relation to a party, any step or event occurring in connection with that party being unable to pay its debts, becoming insolvent, entering administration, receivership, liquidation, bankruptcy, compromise with creditors or any analogous event under any applicable law.

LIABILITY includes any and all liabilities, claims, demands, losses, damages, costs and expenses, including legal costs on a full indemnity basis, whether present or future, actual or contingent, and includes any loss, damage or expense relating to personal injury, property damage, environmental harm or statutory liability.

NET WEIGHT means the gross weight of a vehicle and load less the tare weight of that vehicle as recorded by Aussie Skips' weighbridge system or such other reasonable measurement method as Aussie Skips may use where the weighbridge is unavailable.

OPENING HOURS means the hours during which a Disposal Site is open and available to receive waste, as determined and varied by Aussie Skips from time to time.

REJECTED LOAD means any load which Aussie Skips refuses to accept, unload, process or dispose of due to safety, contamination, legal, classification, operational or compliance concerns.

SERVICES means the tipping, weighing, receiving, unloading, storing, processing, recycling, disposal, classification or related waste management services supplied by Aussie Skips from time to time.

SPECIAL CONDITIONS means any special conditions, directions or service requirements issued by Aussie Skips in writing at any time to the Customer and expressed to apply to this Agreement.

SPECIAL TIPPING FEES means any additional charges incurred by Aussie Skips in connection with the disposal, transport, quarantine, treatment, reclassification or special handling of waste delivered by the Customer, including any charges imposed by a third party facility or regulator.

VEHICLE means any truck, trailer, ute, van or other conveyance used by or on behalf of the Customer to deliver waste to a Disposal Site.

WEBSITE means the websites presently owned and to be owned, operated or controlled by Aussie Skips, whether directly or through any related entity, under the registered domain names aussieskips.com.au and aussieindustries.com.au, including all associated webpages, subdomains, content, tools and functionality made available through those domains, as updated or amended from time to time by Aussie Skips.

WEIGHBRIDGE DOCKET means any ticket, docket, receipt, record or electronic entry issued by Aussie Skips in connection with a load delivered to a Disposal Site and which may record the gross weight, tare weight, Net Weight, waste stream, cubic metres, Charges, time of arrival, site location and any comments or qualifications made by Aussie Skips.

WASTE means any material or substance delivered by or on behalf of the Customer for tipping, recycling, treatment, transfer or disposal.

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, including means including without limitation, a reference to a person includes an individual, corporation, trust, partnership, unincorporated body and government agency, and headings are for convenience only and do not affect interpretation.

AGREEMENT

This Agreement governs the supply of the Services by Aussie Skips to the Customer in relation to waste delivered to a Disposal Site.

This Agreement is deemed to be formed upon the earlier of Aussie Skips opening or maintaining an account for the Customer, Aussie Skips accepting a booking or quotation, the Customer delivering waste to a Disposal Site, or Aussie Skips issuing a weighbridge docket, tax invoice or other service record to the Customer.

This Agreement comprises the following documents, in descending order of precedence:

Tipping and Recycling Terms and Conditions;

any quotation, accepted rate schedule, weighbridge docket or other service record issued by Aussie Skips;

any Special Conditions issued by Aussie Skips in writing at any time to the Customer; and

Credit Application.

Any quotation, estimate or pricing provided by Aussie Skips, whether written or verbal, is indicative only, does not constitute an offer and may be withdrawn, amended or varied at any time prior to acceptance.

Any terms or conditions submitted by the Customer, including those contained in purchase orders, invoices, portals or other documents, whether before, during or after this Agreement, are expressly excluded from this Agreement and shall have no legal effect unless specifically accepted in writing by an authorised representative of Aussie Skips.

Aussie Skips reserves the right, in its sole discretion, to accept or reject any request, booking, waste stream or load in whole or in part, and may do so without obligation to provide reasons.

The person placing the order or delivering the waste warrants that they are authorised to bind the Customer.

CHARGES

The Charges are those agreed between the parties from time to time or, where no specific rate has been agreed, the Charges then applicable at the relevant Disposal Site.

Unless otherwise stated, all fees and charges are exclusive of GST.

The Customer acknowledges the Additional Charges and accepts that they are reasonable and have been reasonably incurred where charged in accordance with this Agreement.

Aussie Skips may review and adjust its Charges by providing the Customer with not less than 30 days' written notice. The revised Charges will take effect 30 days after the date of the notice unless the Customer provides written notice of termination prior to the effective date. In such case, this Agreement will terminate on the earlier of 30 days after delivery of the Customer's termination notice or such other date as may be reasonably specified by Aussie Skips in writing.

PAYMENT

The Customer must pay the Charges, applicable Additional Charges and any other applicable amounts in accordance with this clause.

Aussie Skips will issue a valid tax invoice, weighbridge docket or other service record for the Charges, Additional Charges and any other applicable charges.

The Customer must pay each invoice within 7 days of receiving it unless a different written credit term has been approved by Aussie Skips.

Regardless of whether or not the supply under the Charges includes or excludes GST, the Customer must pay the GST amount in addition to the Charges where GST is lawfully payable and such GST is payable at the same time and in the same manner as the relevant supply.

Payment shall be made by credit card, debit card, direct debit, electronic funds transfer, online payment or such other method as Aussie Skips approves.

The Customer must pay each invoice in full and without deduction, set-off or counterclaim by the due date specified in the invoice or, where applicable, in accordance with the payment terms of this Agreement.

If the Customer fails to make any payment when due, Aussie Skips may, without prejudice to any further or other rights it has under this Agreement or at law:- charge interest on the outstanding amount at the rate of 10% per annum, accruing daily and compounding monthly;

charge an administrative fee of \$300 plus GST per overdue invoice to cover the internal cost of account management and initial debt recovery processing;

suspend access to any Disposal Site, suspend the supply of Services and refuse entry to any Vehicle delivering waste for the Customer; and

recover all outstanding amounts together with all enforcement and recovery costs incurred by Aussie Skips including legal fees on a full indemnity basis, mercantile agent fees and court filing fees.

Aussie Skips may tokenise the Customer's credit card or bank account details to facilitate credit card or online payments.

5. PERFORMANCE OF SERVICES

5.1 Aussie Skips will use reasonable endeavours to make the Services available during the Opening Hours of the relevant Disposal Site but, in its absolute discretion, will not be obliged to provide the Services for any of the following reasons:-

(a) if the Disposal Site is closed, restricted, full, unavailable or operating at reduced capacity;

(b) if Aussie Skips cannot lawfully or safely accept the waste;

(c) if the Vehicle, load or proposed unloading method creates a safety, traffic or operational risk;

(d) if the Customer has not paid the Charges;

(e) if the Customer is in breach of this Agreement, the Acceptance Criteria or any site direction; or

(f) if Aussie Skips is prevented from performing the Services by circumstances beyond its reasonable control including Force Majeure, site closure, licence conditions, remedial works, contamination events or loss of possession or control of a Disposal Site.

5.2 Aussie Skips may inspect, sample, test, analyse, classify, reclassify or otherwise assess any Waste before, during or after unloading where Aussie Skips reasonably considers this necessary to confirm the nature, composition or classification of the Waste or to comply with law or site requirements.

5.3 Aussie Skips may refuse access to a Disposal Site or direct a Vehicle to leave where Aussie Skips reasonably considers that the Vehicle, driver, Waste or delivery circumstances are unsafe, non-compliant or otherwise unsuitable.

6. SITE ACCESS, OPENING HOURS AND SAFETY

6.1 The Customer acknowledges that each Disposal Site operates subject to Opening Hours, capacity constraints, site traffic management, environmental approvals and the Acceptance Criteria.

6.2 The Customer and its drivers must comply with all signs, directions, inductions, personal protective equipment requirements, traffic controls and reasonable instructions of Aussie Skips at a Disposal Site.

6.3 Aussie Skips may alter the Opening Hours, traffic flow, unloading areas, waste streams accepted at a Disposal Site or any part of its site rules at any time.

6.4 The Customer bears all transport, waiting, queueing, loading, unloading and demurrage costs incurred in delivering Waste to a Disposal Site unless otherwise agreed in writing.

7. WASTE ACCEPTANCE, INSPECTION AND RECLASSIFICATION

7.1 The Customer must ensure that all Waste delivered to a Disposal Site complies with this Agreement, the Acceptance Criteria and all applicable laws.

7.2 Aussie Skips may reject, reclassify, quarantine, isolate, redirect or require the reloading of any Waste that in Aussie Skips' opinion constitutes a Contaminated Load, Excluded Wastes or waste otherwise inconsistent with the nominated waste stream or the Acceptance Criteria.

7.3 If a load is reclassified or requires special handling, the Customer must pay the Charges applicable to the actual waste stream and all Additional Charges reasonably incurred by Aussie Skips.

7.4 Aussie Skips may, but is not obliged to, accept Excluded Wastes or non-conforming waste at a nominated site and at a separate rate advised by Aussie Skips.

8. WEIGHBRIDGE AND DOCKETING

8.1 Each load delivered to a Disposal Site may be weighed by Aussie Skips using its weighbridge systems, scales, volumetric assessment or such other reasonable method as Aussie Skips may determine.

8.2 Aussie Skips may issue a Weighbridge Docket recording the gross weight, tare weight, Net Weight, waste stream, cubic metres if applicable and Charges relevant to the load.

8.3 In the absence of manifest error, the records of Aussie Skips including the Weighbridge Docket and all weighbridge, classification and site records shall be conclusive evidence of the quantity, classification and Charges applicable to the load.

8.4 The Customer acknowledges that Net Weight is calculated by deducting tare weight from gross weight and that where a weighbridge is unavailable, weight or volume may be determined by another reasonable method adopted by Aussie Skips.

9. TITLE AND RISK IN WASTE

9.1 Title in the Waste does not pass to Aussie Skips until the Waste has been unloaded and accepted by Aussie Skips at the Disposal Site.

9.2 Title in and risk associated with Excluded Wastes, Rejected Loads and any non-conforming or unlawfully delivered Waste remains with the Customer unless and until Aussie Skips expressly accepts that material for processing or disposal.

9.3 Where Aussie Skips has not accepted the Waste, the Customer bears all risk, transport responsibility, clean-up responsibility and lawful disposal responsibility in respect of that Waste.

10. CUSTOMER OBLIGATIONS

The Customer acknowledges and agrees:-

(a) to bear responsibility and liability for transporting the Waste to the Disposal Site unless otherwise agreed in writing;

(b) to ensure the Waste is accurately described, lawfully transported and accompanied by all information reasonably requested by Aussie Skips;

(c) to obtain, maintain and comply with all necessary permits, licences, approvals and legal requirements applicable to the Waste and its transportation;

(d) to comply with the Acceptance Criteria, all site rules, Environmental Laws and all lawful directions of Aussie Skips;

(e) to assume responsibility and liability for all Waste delivered to a Disposal Site by any person acting for or on behalf of the Customer including persons not authorised by the Customer;

(f) to ensure the Vehicle is safe, roadworthy and suitable for the Waste being delivered;

(g) not to dump, abandon or unload Waste except in the location and manner directed by Aussie Skips; and

(h) to promptly provide Aussie Skips with such information as Aussie Skips may reasonably require concerning the source, nature, composition, classification, contamination profile and lawful handling requirements of the Waste.

11. REJECTED LOADS, CONTAMINATED LOADS AND EXCLUDED WASTES

11.1 If a Vehicle arrives with a Rejected Load, Contaminated Load or Excluded Wastes, Aussie Skips may at its absolute discretion:-

- (a) refuse the load and require the Customer to remove it immediately;
- (b) direct the load to another area, another Disposal Site or a third party facility;
- (c) require the Customer to reload, separate, clean up or otherwise rectify the load at the Customer's cost;
- (d) quarantine or isolate the load pending testing or classification at the Customer's cost;
- (e) accept the load at a different rate, including a higher special rate; or
- (f) recover from the Customer all Additional Charges, Special Tipping Fees, testing costs, clean-up costs, transport costs and third party disposal costs incurred by Aussie Skips.

11.2 The Customer acknowledges that a load may appear acceptable on arrival and still be rejected or reclassified after inspection, unloading, spreading, processing or testing.

12. TERMINATION

12.1 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and fails to remedy that breach within fourteen (14) days after receiving written notice requiring it to do so, provided that no notice period is required where the breach is incapable of remedy.

12.2 Aussie Skips may terminate this Agreement immediately by written notice if an Insolvency Event occurs in respect of the Customer.

12.3 Aussie Skips may suspend or terminate this Agreement immediately where the Customer repeatedly delivers Contaminated Loads, Excluded Wastes or unsafe loads, fails to pay the Charges, or materially breaches site rules or Environmental Laws.

12.4 Termination of this Agreement does not affect any rights which have accrued before termination and does not prejudice any other rights or remedies available to Aussie Skips at law or in equity.

13. BREACH AND ENFORCEMENT

If the Customer fails to pay any amount when due or otherwise breaches this Agreement, Aussie Skips may refuse entry to the Disposal Site, suspend the Services, recover the unpaid amounts together with all enforcement and recovery costs, and exercise any other rights available to Aussie Skips at law or under this Agreement.

14. CONFIDENTIALITY AND PRIVACY

14.1 Each party must keep confidential the Confidential Information of the other party and must not disclose that Confidential Information except to its employees, officers, advisers, insurers, financiers or contractors who have a genuine need to know and who are bound by obligations of confidence, or as required by law.

14.2 Aussie Skips may collect, use, disclose and store personal information in accordance with the Australian Privacy Principles, the Privacy Act 1988 (Cth) and Aussie Skips' privacy policy as updated from time to time.

15. IMPLIED STATUTORY TERMS & LIMITATION OF LOSSES

15.1 To the extent permissible by law the operation of any implied statutory term or terms are hereby excluded.

15.2 Where the Services provided by Aussie Skips under this Agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption then, in the event Aussie Skips is in breach of this Agreement or is liable for loss or damage, Aussie Skips shall not be liable for any Consequential Loss and the liability of Aussie Skips to the Customer shall be limited to such one or more of the following as Aussie Skips may decide:-

- (a) the supplying of the Services again;
- (b) the supplying of equivalent services; or
- (c) the payment of the cost of having such services supplied again.

15.3 Nothing in this Agreement excludes, restricts or modifies any guarantee, condition, warranty, right or remedy implied or imposed by the ACL or any other law where to do so would be unlawful.

16. DISPUTE RESOLUTION

16.1 If a dispute arises out of or in connection with this Agreement, a party may give the other party written notice specifying the nature of the dispute.

16.2 Within fourteen (14) days after receipt of that notice, senior representatives of the parties must meet or confer in good faith and use reasonable endeavours to resolve the dispute.

16.3 Nothing in this clause prevents a party from seeking urgent injunctive or interlocutory relief.

17. GENERAL

17.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations and understandings.

17.2 If any provision of this Agreement is void, unenforceable or illegal it shall be severed to the extent of the invalidity without affecting the remainder of this Agreement.

17.3 A failure, delay or indulgence by Aussie Skips in exercising any right, power or remedy shall not operate as a waiver.

17.4 Clauses concerning payment, indemnities, limitation of liability, confidentiality, privacy, dispute resolution, accrued rights and any clause which by its nature is intended to survive termination shall survive termination of this Agreement.

18. PROPER LAW OF CONTRACT

This Agreement shall be construed and take effect in accordance with the laws of the State of New South Wales. Each of the parties hereto submits to the jurisdiction of the Courts of that place including all Courts of Appeal therefrom and this clause may be pleaded as a bar to action or suit brought in any Court in any other place in the world.