

Standard Terms - Ad Hoc

PLEASE NOTE that you have a right to terminate this Agreement if you do so within the Cooling Off Period unless you have signed this Agreement or issued us with a purchase order in respect of it (see clause 2.2).

1. Interpretation

In this Agreement:

Agreement means the following documents which will be read and construed together:

- (a) these Terms and Conditions; and
- (b) the Agreement Specifics.

Agreement Specifics means the document entitled "service agreement", "quotation" or "proposal", purchase order or similar document which details the Services, Goods and/or Rental Equipment, fees, duration and other terms which apply to those Services, Goods and/or Rental Equipment.

Change in Law means the introduction of, a change in, or a change in the interpretation or administration of, a Law. For the avoidance of doubt, any new charge or levy payable under any Law relating to waste disposal or landfill usage will be considered a Change in Law.

Cooling Off Period means three (3) business days from the date you are issued this Agreement.

Confidential Information means all information (whether of a technical, industrial, engineering, scientific, business or financial nature or otherwise) whether written, oral or in electronic form which is disclosed by one party to the other in the course of this Agreement and the provision of the Services, Goods and/or Rental Equipment.

Fees means the Service and/or Rental Equipment fees and charges (including any rebates), the purchase price for the Goods, payable under this Agreement, and as adjusted in accordance with this Agreement.

Goods means the Purchased Equipment and/or the Products.

Intellectual Property Rights means any intellectual or industrial property rights (including any registered or unregistered trade marks, patents, designs or copyrights) and includes the right to have Confidential Information kept confidential.

Law means any law of Australia, including a statutory instrument of any kind, and any judgment, order, policy, or official directive or request of any government, government agency, or person charged with the administration of a law.

Premises means the premises to be serviced by us under this Agreement.

Products means the products described in the Agreement Specifics purchased by you under this Agreement, which may include chemicals, spill kits, absorbent materials, cleaners and/or other products.

Purchased Equipment means the equipment described in the Agreement Specifics purchased by you under this Agreement.

Rental Equipment means the equipment described in the Agreement Specifics that we rent to you (including on a trial basis if applicable) and any other equipment we rent to you under this Agreement.

Services means the services described in the Agreement Specifics and any other services we provide you under this Agreement.

Services Equipment means equipment such as bins, tanks, containers and/or balers specified in the Agreement Specifics that is our property and is provided to your Premises in conjunction with the Services or such other plant or equipment (including any additional or replacement equipment) supplied by us but does not include any Purchased Equipment or Rental Equipment.

Terms and Conditions means this document entitled "Standard Terms – Ad Hoc" including the schedules.

Waste Type means:

- (a) Recyclable Waste – waste we say may be beneficially reused or recycled.
- (b) General Waste (putrescible & non putrescible) – pre-classified solid wastes including waste that does not undergo environmentally significant physical, chemical or biological transformations once landfilled and which does not include the following waste types (c) to (f).
- (c) Medical/Sanitary Waste – waste (excluding radioactive waste) produced by a hospital, clinic, medical, or related practice or waste collected from designated sanitary hygiene units, and which do not include the following waste types (d) to (f).
- (d) Prescribed or Other Waste – any waste which does not fit within paragraphs (a) to (c) including asbestos (not accepted into transfer stations) or which requires special treatment or handling, the type and manner of treatment being prescribed in this Agreement.
- (e) Liquid Waste – liquid or semi-liquid wastes which do not include waste types described in paragraphs (a) to (d).
- (f) Non-pre-classified solid waste including contaminated soils (general/restricted/hazardous) and special waste requiring waste classification reports & analysis and specialised pre-approval bookings.

We, us, our means Cleanaway Pty Ltd or such other entity (or entities) selected with an "X" beside its name or specified in the Agreement Specifics which is (or are) the supplier of the Services, Goods and/or Rental Equipment.

Website means <https://www.cleanaway.com.au/our-services/fees-charges/>.

You, your means the person, firm or corporation named in the Agreement Specifics for whom we perform or are to perform the Services, supply the Goods and/or provide the Rental Equipment. If there are two or more persons or entities referred to in the Agreement Specifics, then such persons or entities will be bound by the provisions of this Agreement jointly and severally. You or your also includes your employees, contractors, agents, representatives, workers and any permitted assigns.

2. Basis of Agreement

2.1. Offer and acceptance: You have requested that we provide Services, Goods and/or Rental Equipment, and we have agreed to provide the Services, Goods and/or Rental Equipment on the basis of this Agreement.

2.2. Cooling Off Period: You have the right to terminate this Agreement within the Cooling Off Period without incurring any liability by notifying us in writing. Where the delivery of the Services, Goods and/or Rental Equipment is due within the Cooling Off Period, you must notify us within four (4) business hours. Both you and us must act reasonably with respect

to this clause. You do not have a right to terminate the Agreement under this clause if you have signed this Agreement or you supplied us with a purchase order which references this Agreement.

2.3. Term: This Agreement starts on the earlier of: (i) the date when Services are first performed by us or Goods and/or Rental Equipment are delivered to you; (ii) the date specified in the Agreement Specifics. Unless terminated earlier under this Agreement, it continues until the later of: (iii) the date when the last of the Services, Goods, and/or Rental Equipment are supplied; or (iv) the date when the final invoice is paid.

3. Payment

3.1. Fees: Fees are based on the details in the Agreement Specifics. Updated Fees may apply for different or additional Services, Goods, and/or Rental Equipment, additional parts or upgrades, different delivery methods, replacement consumables, or variations in service (including location). Accepting these Services, Goods, and/or Rental Equipment means agreeing to updated Fees. Exceeding set weights or volumes may result in the Waste Plus Fee as set out on our Website. If weighing a waste container is unsafe, charges will be based on a nominal weight. You must ensure waste we collect or dispose of matches the details in the Agreement Specifics and does not exceed the allowed weights or volumes (as set out on our Website); if it does not you must notify us of any deviations. If you notify us, updated Fees may apply. Failure to notify may result in additional costs passed on to you.

3.2. Payment:

(a) Services and Services Equipment: You may be required to pay for your services prior the services being delivered. If you do not pay in advance, you must pay the Fees (including GST) specified in the invoice issued by us within 14 days or as otherwise specified. Failure to pay within the terms is a breach of this Agreement.

(b) Rental Equipment: You must pay the Fees (including GST) within 30 days or as stated on the invoice. After providing a written payment reminder, we may suspend the Rental Equipment provision while your account is in arrears and may elect to collect the Rental Equipment immediately.

(c) Purchased Equipment and/or Products: We will invoice you upon receipt of your purchase order or written confirmation. Payment is due before or upon delivery, and these terms supersede any attached to your purchase order. If Purchased Equipment is not in stock, we may require a 25% deposit, with the balance due before or upon delivery. Failure to complete payment may result in forfeiture of the deposit.

(d) Late payment and other fees: We may apply late payment Fees, as detailed on our Website, to unpaid invoices. An administration fee may be charged for additional copies of invoices or documents upon your request.

4. Provision of supply

4.1. Services: This clause applies if we agree to provide you with Services. We will provide the Services to you for the agreed payment. The Services will be performed on the days specified, but we may adjust the schedule with reasonable notice. If a schedule is included, it is approximate and may vary based on our reasonable availability.

4.2. Services Equipment and Rental Equipment:

(a) Services Equipment: If we agree to provide you with Services Equipment: (i) you must ensure proper disposal of waste and recyclable materials in the designated Services Equipment; (ii) title to the Services Equipment remains with us at all times.

(b) Rental Equipment: If we agree to provide you with Rental Equipment:

(i) Trial: We may provide such equipment for trial purposes, with the trial commencement date and period determined by us at our discretion. During the trial period, you are not obligated to make any payments. The remaining clauses in this clause (b) apply to any trial Rental Equipment.

(ii) Obligations: You must ensure proper care and use as intended, store away from weather elements and corrosive materials, report any damage (beyond fair wear and tear) or malfunction immediately, dispose of waste properly, refrain from making alterations or modifications without authorisation, allow inspection and return upon request upon reasonable notice. We are the only entity entitled to perform the Services, maintenance or otherwise repair the Rental Equipment for the Term. If the Rental Equipment deteriorates beyond fair wear and tear, we reserve the right to terminate the Agreement and collect the Rental Equipment with 14 days' notice. Alternatively, we may negotiate changes to the Services or Fees. At the end of the trial period or Term, you agree that we will collect the Rental Equipment in its original condition (excluding fair wear and tear), and you do not have the option to purchase it.

(iii) Insurance: For Rental Equipment valued at \$150,000 or more, you must: (i) insure it for full replacement value with a reputable insurer, (ii) have public liability insurance of at least \$10M, and (iii) notify your insurer that you do not own the equipment and note us on your policy. If requested, you must provide us with a copy of your certificate(s) of insurance in respect of this. If you have not insured the equipment as required, we may either arrange insurance and charge you the costs or terminate the Agreement and collect the equipment with 14 days' notice.

(iv) Security bond or bank guarantee: We may request a security bond or bank guarantee and, if you breach the Agreement, we may use the bond or guarantee upon notice to you.

(v) Indemnity: You indemnify us against any loss with respect to the Rental Equipment (other than fair wear and tear) whilst it is in your possession or control. You also indemnify us against any claim, loss, liability, cost or expense (including legal costs) made against us or incurred by us in connection with the Rental Equipment whilst that Rental Equipment is in your possession or control. This indemnity is reduced to the extent that we have caused or contributed to

such loss, damage, liability or claim.

(c) Other requirements for Services Equipment and Rental Equipment:

- (i) Delivery, affixing and removal:** We will deliver and collect such equipment to/from the Premises. Where required, you must pay all costs of such equipment being affixed to, and being removed from, the Premises. You must provide us with complete and uninterrupted access to the Premises to do so.
- (ii) Title and risk:** Title to such equipment remains with us, and risk transfers to you upon delivery and back to us after inspection upon return to us.
- (iii) Maintenance:** You must ensure such equipment is clean, refrain from improper use or removal from the Premises, and promptly report any damage or malfunction. Once delivered to you, the equipment will be at your risk. You are responsible to us for repair or replacement costs due to your actions, except for fair wear and tear.
- (iv) Limits:** You must not exceed the advised maximum height, weight, or volume when filling the Services Equipment and/or Rental Equipment. Mechanical compaction or alterations without written consent are prohibited. Access inside the equipment is strictly prohibited.

4.3. Sale and purchase of Purchased Equipment and/or Products: If we agree to provide you with the Purchased Equipment and/or Products:

- (a) Delivery:** (i) We aim to deliver in-stock items within 14 days from the date set out in the Agreement Specifics or as otherwise nominated by us (acting reasonably); (ii) If not in stock, we will provide you with an expected delivery date, which is an estimate only. We are not liable if the Purchased Equipment and/or Products are delayed. (iii) Delivery frequency follows Agreement Specifics or as agreed; (iv) We will provide operating and safety instructions ('Operator's Manual') upon delivery.
- (b) Obligations:** You agree to: (i) thoroughly read and comply with the Operator's Manual, contacting us for clarification if needed; (ii) provide the Operator's Manual to your users, ensuring they are educated, supervised, and instructed on the Equipment/Products and their uses.
- (c) Title and risk:** (i) Title transfers upon full payment to us; and (ii) Risk transfers upon delivery.
- (d) Second hand Purchased Equipment:** If we agree to sell you second hand Purchased Equipment under this Agreement, nothing in this Agreement does not intend to exclude any consumer guarantee or other non-excludable right under the Competition and Consumer Act 2010 (Cth) or any other applicable Law. Despite any other clause, you acknowledge that: (i) the Purchased Equipment is second hand and sold 'as is'; (ii) it lacks support (including manufacturer's support), operating manuals, and associated documentation and any applicable licence; (iii) you had a reasonable opportunity to inspect it; (iv) you made your own enquiries about its condition and suitability (including working condition); and (v) we are not a dealer in second-hand goods. To the fullest extent permitted by law: (i) we provide no express or implied warranties regarding the Purchased Equipment's condition, state, quality, operation, durability, suitability, fitness for use or any purpose or merchantability; and (ii) you release us from any related claims and liabilities.

4.4. Access: You must grant us complete and uninterrupted access to the relevant parts of the Premises necessary for performing the Services and/or supplying Goods or attending to the Services Equipment and/or Rental Equipment. Failure to provide access may result in us charging the relevant Fees. You warrant that the ground surfaces traversed by our vehicles for these purposes are of suitable construction to prevent damage.

4.5. Force majeure: In the event that any circumstances beyond our reasonable control (including without limitation climatic conditions, floods, fires, explosions, epidemics, a strike, lockout, industrial dispute or substantial and prolonged shortage of materials, or Change in Law) prevent us from being able to perform an obligation under this Agreement, this Agreement may be suspended by us. In such cases, you cannot make a claim against us.

5. Waste

- 5.1. Agent:** If required by Law, we will act as your agent for waste collection, transportation, and disposal. You agree to facilitate our compliance with environmental laws by completing necessary forms and declarations. We rely on the information provided by you and the waste generators of the waste you provide to us to determine our pricing, waste classification and acceptability under this Agreement.
- 5.2. Warranty:** You warrant to us that the waste materials to be collected and/or disposed of by us: corresponds to the Waste Type and/or description set out in the Agreement Specifics; is waste generated by you; is what you tell us it is; where it is packaged waste, is in appropriately labelled sealed containers; is compliant with all transport regulations and guidelines including applicable Australian Dangerous Goods Codes; excludes radioactive waste; and unless we have expressly agreed otherwise in writing, excludes highly flammable, explosive, biochemical, asbestos or other substances which we have specified to you in writing.
- 5.3. Title and risk:** Title to all waste material in your possession and control which is collected and/or disposed of, other than the excluded waste referred to in this clause 5.3, will vest with us from the earliest of when loaded into our vehicles and when delivered to our site. Title to and liability for waste materials excluded from or not compliant with this Agreement will remain with you.
- 5.4. Liquid waste services:** You must label and package waste according to the Australian Dangerous Goods Code as at the date of the Services being performed. Fees are based on the selected disposal pathway being available and operational within 30 days (or any other period specified in the Agreement Specifics). If such pathway is unavailable, you must cover storage costs until an alternate arrangement agreed or the waste is returned or collected. Where we return the waste to you, we will return the waste in the same condition we received it and charge you transport fees if we did not charge transport fees to originally collect the waste.
- 5.5. Hydrocarbons services:** Liquid waste must meet acceptance criteria. Flashpoint below 62 degrees may not be accepted unless site can handle Class 3 materials. Additional charges may apply if accepted. Solvents such as kerosene, petrol and thinners must not be added to the waste oil tank. Water-contaminated oil may be accepted, with extra charges based on contamination extent. Oil with Polychlorinated biphenyls above 2 ppm is not accepted; testing by a registered lab is your responsibility.
- 5.6. Non compliance:** Any waste that does not comply with this clause 5 may incur additional fees. We may refuse to handle, collect or remove the material at our discretion.
- 6. Indemnity:** You indemnify us from and in respect of all loss, damage, liabilities or claims caused directly or indirectly by you or your employees, subcontractors or agents, to any person or property by, through or in connection with, the Services, the Rental Equipment

and/or the Goods, or any breach by you of this Agreement. This indemnity is reduced to the extent that we have caused or contributed to such loss, damage, liability or claim.

- 7. Representations:** You acknowledge that we have not made any representations regarding to you regarding the Services, Rental Equipment, and/or Goods unless expressly stated in this Agreement. This clause 7 does not exclude liability for fraud or misrepresentation that cannot be excluded by Law.
- 8. Limitation of liability:** (a) We exclude all statutory or implied guarantees, conditions, and warranties to the fullest extent permitted by Law. (b) We do not limit or exclude any provision of any statute if it contravenes that statute or renders any part of this clause 7 void (including under the *Competition and Consumer Act 2010* (Cth) if you are a 'consumer' as defined under that legislation). (c) Our liability to you under this Agreement is limited, at our option, to: (i) supplying the Services again; (ii) covering the cost of having the Services supplied again; (iii) covering the cost of repairing the Rental Equipment and/or Goods; or (iv) covering the cost of repairing the Rental Equipment and/or Goods. (d) Neither party is liable for any special, exemplary, punitive, or consequential loss or damage directly or indirectly connected to the Services, Rental Equipment, and/or Goods, except under clause 6. (e) Where we are engaged to provide any Services relating to equipment not supplied by us, we are not liable for any loss, damage, claim, or injury unless our negligence caused it. We do not provide any warranty regarding such equipment's condition, operation, durability, suitability, fitness for use, or merchantability.
- 9. Default and termination:** (a) If a party breaches a term of this Agreement, the other party may give written notice describing the breach. If not remedied within 14 days, the non-defaulting party may terminate this Agreement. Immediate termination is available if a party dies, becomes insolvent, or faces legal action for bankruptcy, insolvency, administration, receivership, or liquidation. (b) We may terminate this Agreement if, before commencing Services or delivering Rental Equipment/Goods, it is apparent to us (acting reasonably) that you do not meet our credit worthiness requirements. In such case, we will refund any payments for Services, the Rental Equipment and/or Goods not yet provided.
- 10. General**
- 10.1. Subcontracting and Assignment:** We may subcontract or assign this Agreement as needed; you cannot transfer, assign or novate this Agreement without our written consent.
- 10.2. PPSA Compliance:** If necessary, we may Perfect our Security Interest under the PPSA (as such capitalised terms are defined under the PPSA). You agree to cooperate with this process and bear any associated costs.
- 10.3. Confidentiality:** Unless disclosure if required by Law, both parties agree to keep Confidential Information confidential. We retain ownership of, and title to, Intellectual Property Rights related to the Services, Rental Equipment, and/or Goods.
- 10.4. Governing Law:** This Agreement is governed by the laws of the relevant state or territory in which the Services are primarily performed or the Rental Equipment and/or Goods are delivered to. Any court proceedings must be filed and heard there. If multiple states and/or territories are applicable, the governing law will be Victoria.
- 10.5. Inconsistencies:** The order of precedence for resolving inconsistencies in this Agreement is: Agreement Specifics, remaining provisions in the Terms and Conditions.
- 10.6. Whole Agreement:** This Agreement supersedes all prior arrangements, understandings and agreements between the parties and represents the entire complete and exclusive understanding and agreement between the parties relating to the subject matter of this Agreement. Your terms (including any contained in any invoice, purchase order, engagement terms or similar document provided by you) will not apply unless we expressly agree. This clause does not exclude liability for fraud or fraudulent misrepresentation.