

1. Application

- 1.1. These Terms apply to the purchase, receipt, collection, sorting, processing, recycling, or handling of all Goods and Services by any recycling, resource recovery, battery recycling, container return or procurement business within the Sell & Parker Group including Sell & Parker Pty Ltd, Battery Recyclers Pty Ltd, Container Return businesses and any related body corporate, division, business name or trading entity of the Sell & Parker Group (**Buyer**), from the seller, supplier, customer, or other person supplying Goods or requesting Services (**Seller**).
- 1.2. These Terms apply to all quotations, pricing, purchase arrangements, collection arrangements, drop-offs, deliveries, accepted transactions, contracts, supplies of Goods and/or Services, unless the Buyer expressly agrees otherwise in writing.
- 1.3. Where the Seller has entered into any account, credit, guarantee, indemnity, RCTIA or related arrangement with the Buyer, these Terms apply in addition to those documents.
- 1.4. To the extent of any inconsistency, these Terms prevail over any terms or conditions contained in, or referred to in, any delivery docket, weighbridge ticket, consignment note, invoice, purchase order, acceptance, request for quotation, delivery instruction or other document issued by or on behalf of the Seller, unless the Buyer expressly agrees otherwise in writing.

2. Definitions and Interpretation

2.1. In these Terms:

Accepted Goods means Goods accepted by the Buyer in accordance with clause 12.

Accepted Transaction means a transaction accepted by the Buyer in accordance with clause 3.4.

Account means any account, credit arrangement, supplier account, customer account, collection account or other account opened or maintained by the Buyer for the Seller.

Battery Goods means all batteries and battery-related products supplied, delivered, deposited, collected, sorted, processed, recycled or handled under these Terms, including lithium-ion batteries, lithium batteries, alkaline batteries, nickel cadmium batteries, button cells, rechargeable batteries and any other battery chemistry accepted by the Buyer from time to time.

B-Cycle Requirements means any requirements, standards, guidelines, rules, procedures or conditions applicable to accredited battery collection, sorting, stewardship, transport, handling or recycling schemes, including any Battery Stewardship Council requirements applicable to the Buyer or the relevant Goods or Services.

Buyer means the Sell & Parker Group entity purchasing Goods, receiving Goods, collecting Goods, sorting Goods, processing Goods, recycling Goods, operating container return arrangements or providing Services, including Sell & Parker Pty Ltd, its divisions and related entities including Battery Recyclers Pty Ltd, any Container Return business and any related body corporate, division, business name or trading entity of the Sell & Parker Group.

Container Return Goods means eligible containers, packaging, beverage containers or other materials supplied, deposited, collected, handled, processed or returned under any container deposit, container refund, container return or similar scheme.

Contract means the agreement formed between the Buyer and the Seller under clause 3.

Equipment means any bin, cage, stillage, pallet, receptacle, container, drum, bag, box, collection table, collection unit, storage unit, weighing equipment, access device, vehicle, plant, machinery or other equipment owned, leased, supplied, installed, made available or used by the Buyer in connection with the Goods or Services.

Goods means all scrap metal, batteries, Battery Goods, Container Return Goods, non-ferrous metals, ferrous metals, or other materials supplied, delivered, deposited, collected, handled, sorted, recycled, processed, or purchased by the Buyer.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Price means the price, rate, rebate, refund, fee, charge, deduction, adjustment or other amount payable by or to the Buyer in connection with the Goods or Services, including any transport, collection, bin hire, handling, sorting, storage, contamination, disposal, processing, recycling, container return, packaging, taxes, duties or other charges.

Prohibited Materials means any materials that the Buyer does not accept, or accepts subject to conditions or restrictions, as notified by the Buyer to the Seller from time to time in any prohibited materials policy, protocol or similar document, including any such document issued in connection with or incorporated in an RCTIA.

RCTIA means a recipient-created tax invoice agreement between the Buyer and the Seller.

Seller means the person, company, partnership, trust, sole trader, customer, vendor, account holder, depositor, consignor or other entity that supplies, delivers, deposits, sells, makes available or arranges collection of Goods, or requests or receives Services from the Buyer.

Services means all services supplied, or to be supplied, by the Buyer to or for the Seller, including collection, transport, bin hire, equipment provision, drop-off services, sorting, testing, inspection, weighing, grading, classification, recycling, processing, dismantling, disposal, storage, battery collection, battery sorting, battery recycling, container return processing, logistics, reporting and any related services.

Site means any premises, facility, store, depot, warehouse, collection point, customer site, retail site, workplace, drop-off location, recycling facility, container return location or other place where Goods are delivered, collected, stored, handled, sorted, recycled or processed, or where Services are provided.

Terms means these terms of trade, as varied from time to time.

2.2. In these Terms:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, permitted assigns, administrators and substitutes;
- (c) headings are for convenience only and do not affect interpretation;
- (d) a reference to legislation includes any amendment, replacement or re-enactment of that legislation;
- (e) if more than one person comprises the Seller, each person is jointly and severally liable;
- (f) a reference to Goods includes any part of those Goods;
- (g) a reference to Services includes any part of those Services; and
- (h) the words including, for example or similar expressions do not limit the words that precede them.

3. Quotations, Transactions and Formation of Contract

- 3.1. Any quotation, price indication, rate sheet, rebate, collection quote, service quote, estimate, statement, communication or pricing document issued by the Buyer is an invitation to treat only and is not binding on the Buyer. The Buyer may, at any time before accepting a transaction, withdraw, vary or replace any quotation, pricing or communication at its sole discretion, including without notice.

- 3.2. The Seller may offer to supply Goods, request collection of Goods, request Services, deliver Goods, deposit Goods, submit delivery documentation, accept a price, request a bin, request a collection, use a container return facility, use a battery collection service or otherwise request the Buyer to purchase, receive, collect, process, or recycle Goods.
- 3.3. The Seller warrants that all information provided in connection with any Goods or Services, is complete, accurate and suitable for the Buyer's intended handling, processing, recycling of the Goods.
- 3.4. A Contract is formed only when the Buyer accepts a transaction. The Buyer may accept a transaction by issuing a purchase confirmation, accepting Goods in writing, materially processing Goods, completing a container return transaction, making payment, commencing Services, collecting Goods, or otherwise confirming acceptance.
- 3.5. The Buyer is not obliged to accept any Goods or perform any Services and may accept or reject any Goods or Services, in whole or in part, at its sole discretion.
- 3.6. The Seller acknowledges that a transaction may be accepted by the Buyer even if the transaction is submitted by an employee, contractor, representative, carrier, driver, depositor, agent or other person who appears to the Buyer to have authority to act on behalf of the Seller, and the Seller is bound by any transaction submitted by any such person.
- 3.7. An Accepted Transaction does not need to be acknowledged or signed by the Seller to be binding.
- 3.8. Any cancellation, suspension or variation of an Accepted Transaction is only effective if agreed by the Buyer in writing. The Buyer may impose conditions on any cancellation, suspension or variation, including payment of costs, charges, work in progress, transport costs, collection costs, handling costs, storage costs, disposal costs and loss suffered by the Buyer.
- 3.9. Upon formation of a Contract, the Accepted Transaction and these Terms constitute the entire agreement between the Buyer and the Seller for the relevant transaction and supersede all prior discussions, representations, arrangements, understandings and documents, including any terms contained in the Seller's documents.

4. Price

- 4.1. The Buyer must pay the Price for Accepted Goods where the relevant transaction is a purchase by the Buyer.
- 4.2. The Seller must pay the Price for Services, fees, charges, deductions, handling costs, bin hire, collection costs, transport costs, storage costs, contamination charges, disposal costs, processing costs or other amounts payable by the Seller under these Terms.
- 4.3. Unless the Accepted Transaction expressly states otherwise, all Prices are exclusive of GST.
- 4.4. The Buyer may determine, vary or adjust the Price if:
 - (a) the Seller requests any change to the Goods or Services;
 - (b) the scope, quantity, weight, classification, grade, composition, chemistry, collection requirements, delivery requirements or timing changes;
 - (c) the Seller provides incomplete, inaccurate or late information;
 - (d) the Goods or Services are required outside normal working hours;
 - (e) the cost to the Buyer in connection with receiving, collecting, handling, sorting, or processing of the Goods increases;
 - (f) additional work, materials, handling, storage, sorting, or transport services are required;
 - (g) contamination, Prohibited Materials, or other non-compliance is identified;
 - (h) the Goods are misdescribed, incorrectly classified, incorrectly segregated, incorrectly packaged or differ from the expected composition; or
 - (i) any other circumstances arise which increase the cost, risk or burden of the Buyer accepting, collecting, processing, recycling, handling or disposing of the Goods.
- 4.5. The Buyer's determination of weight, grading, classification, composition, contamination, eligibility, chemistry, and Price is final and binding, except in the case of manifest error.
- 4.6. The Buyer is only required to pay for Goods that are accepted by the Buyer.

5. Payment

- 5.1. Payment by the Buyer for Accepted Goods will be made by RCTIA, EFT, reverse EFTPOS, credit to account or other method at the time of transaction or within such period as agreed between the parties.
- 5.2. Payment by the Seller is due as notified by the Buyer, including in advance or, where the Seller has an approved Account, in accordance with the agreed trading terms. The Buyer may, at any time and in its sole discretion, require payment in full in cleared funds before any collection, bin delivery, processing, or continued supply of Services.
- 5.3. The Seller must pay all amounts owing to the Buyer in full, without deduction, retention, withholding, counterclaim or set-off.
- 5.4. The Buyer may withhold, reduce, defer or set off any payment otherwise payable to the Seller where:
 - (a) Goods are disputed;
 - (b) Goods are contaminated, unsafe, misdescribed, misclassified or non-compliant;
 - (c) Goods contain Prohibited Materials;
 - (d) the Seller is in breach of these Terms;
 - (e) title to the Goods is disputed;
 - (f) a third party makes or may make a claim in respect of the Goods;
 - (g) the Buyer incurs or may incur any cost, charge, penalty, deduction, disposal cost, remediation cost, regulatory cost or other loss in connection with the Goods or Services; or
 - (h) any amount is owing by the Seller to the Buyer.
- 5.5. If any amount payable by the Seller is not paid by the due date:
 - (a) all outstanding amounts owing by the Seller to the Buyer become immediately due and payable;
 - (b) the Buyer may charge interest on the overdue amount calculated daily from the due date until payment at a rate equal to 5% per annum above the rate charged by National Australia Bank from time to time on overdraft accounts for amounts up to \$500,000, or any equivalent successor rate;
 - (c) the Buyer may suspend or withhold any further purchase, collection, acceptance, processing, recycling, container return service or other Services;
 - (d) the Buyer may require payment in advance for any further Services; and
 - (e) the Seller must pay, and each guarantor indemnifies the Buyer against, all costs incurred by the Buyer in recovering or enforcing payment, including debt collection costs, dishonoured payment fees, legal costs on an indemnity basis, court costs and enforcement costs.
- 5.6. If the Seller is a trustee, the Seller is liable both personally and in its capacity as trustee, and the assets of the relevant trust are available to meet all amounts owing to the Buyer.
- 5.7. Payment by the Buyer does not constitute acceptance of Goods, confirmation of title, waiver of defects, waiver of non-compliance, waiver of contamination, waiver of Prohibited Materials, or an acknowledgement that the Goods were supplied in accordance with these Terms.

6. GST

- 6.1. If GST is payable on any taxable supply made under or in connection with these Terms, the recipient of the supply must pay to the supplier an additional amount equal to the GST payable on that supply.
- 6.2. The additional amount is payable at the same time as the consideration for the relevant supply, subject to the supplier issuing a valid tax invoice.
- 6.3. If an adjustment event occurs, the relevant party may issue an adjustment note and the parties must make any required adjustment payment.
- 6.4. The Seller must provide the Buyer with all information required for the Buyer to issue any tax invoice, payment statement, weighbridge record, purchase record, container return record, recycling record, tax record or other transaction document.
- 6.5. The Seller warrants that it is registered for GST if it represents to the Buyer that it is registered for GST, and must immediately notify the Buyer if its GST registration status changes.

- 6.6. The Buyer may withhold payment until it receives all information reasonably required to issue, verify or correct any tax invoice, adjustment note or transaction record.

7. Delivery, Collection and Storage

- 7.1. Delivery occurs when the Goods are delivered to, collected by or otherwise placed under the control of the Buyer, including where Goods are deposited at a Site, drop-off point or collection facility, whichever occurs first.
- 7.2. Where the Seller requests collection and the Buyer agrees, collection will be carried out on the Buyer's terms and at the Seller's cost unless otherwise agreed.
- 7.3. The Seller authorises the Buyer to enter any Site to collect, inspect, handle, remove or deal with Goods or Equipment.
- 7.4. The Seller must ensure that Goods are safe, compliant and ready for collection or delivery, and that the Buyer has safe, lawful and unobstructed access to any Site.
- 7.5. If the Buyer is unable to collect Goods or perform Services due to any act or omission of the Seller, the Seller must pay all resulting costs, including call-out, transport, waiting time and handling costs.
- 7.6. Any receipt, weighbridge record, docket or acknowledgement given to a person reasonably believed to represent the Seller is conclusive evidence of the matters recorded, subject to the Buyer's subsequent inspection or determination.
- 7.7. Any stated collection, delivery or service time is an estimate only and not guaranteed.
- 7.8. To the maximum extent permitted by law, the Buyer is not liable for any failure or delay in collection, delivery or performance, except to the extent directly caused by the Buyer's breach.

8. Site Access, Unloading and Risk

- 8.1. The Seller, and any of its employees, contractors, carriers or agents, enter and use any Site at their own risk.
- 8.2. To the maximum extent permitted by law, the Buyer is not liable for any loss, damage, cost or expense arising from or in connection with:
- (a) entry to or exit from a Site;
 - (b) the loading or unloading of any Goods at a Site, including where such loading or unloading is carried out by or on behalf of the Buyer; or
 - (c) any damage to vehicles, Equipment or property of the Seller or any third party while at a Site, except to the extent directly caused by the Buyer's proven negligence.
- 8.3. The Seller is responsible for ensuring that all vehicles, loads and persons attending a Site are suitable, safe and compliant with all applicable laws and Site requirements.

9. Risk and Insurance

- 9.1. Risk in the Goods remains with the Seller until acceptance by the Buyer and, in the case of Goods that are non-compliant, contaminated or contain Prohibited Materials, remains with the Seller at all times.
- 9.2. The Seller must insure the Goods, the Seller's activities and any Equipment in the Seller's possession or control against all risks that a prudent person in the Seller's position would insure against, including public liability, product liability, transport risk, environmental liability and property damage.
- 9.3. The Seller must hold the proceeds of any insurance claim relating to Goods or Equipment on trust for the Buyer to the extent of any loss, cost, expense or amount owing to the Buyer.

10. Title

- 10.1. Subject to clause 9.2, Legal and equitable title to Goods passes to the Buyer only when the Buyer accepts the Goods.
- 10.2. Where Goods comprise Container Return Goods, Battery Goods or any materials supplied under a container return scheme, battery stewardship scheme or similar program, the Buyer does not acquire ownership of those Goods except to the extent expressly required under the applicable scheme rules.
- 10.3. The Seller warrants that, at the time Goods are delivered, deposited, collected or made available to the Buyer:
- (a) the Seller has full legal and beneficial title to the Goods;

- (b) the Goods are free from any mortgage, charge, lien, pledge, security interest, trust, retention of title claim or other encumbrance;
 - (c) no third party has any claim to the Goods; and
 - (d) the Seller has full authority to sell, transfer, deposit or make available the Goods.
- 10.4. The Seller indemnifies the Buyer against all claims, losses, liabilities, costs and expenses arising from or in connection with any defect in title, third-party claim, security interest, ownership dispute, stolen goods issue, unlawful source, fraud, duplicate claim or scheme irregularity affecting the Goods.
- 10.5. The Buyer is not liable in conversion, detinue, trespass to goods or any similar cause of action by accepting, possessing, storing, sorting, processing, recycling, disposing of or dealing with Goods supplied or made available by the Seller, and the Seller indemnifies the Buyer against any such claim by the Seller or any third party.

11. Seller Information and Responsibility

- 11.1. The Seller is responsible for all information provided to the Buyer in connection with the Goods and/or Services, including any descriptions, classifications, quantities, weights, source information, ownership details, contamination disclosures and Site information.
- 11.2. The Seller warrants that all such information is accurate, complete, not misleading, suitable for the Buyer's intended handling or processing of the Goods, and does not infringe any third-party rights. The Buyer may rely on that information and is not required to verify it.
- 11.3. Where any acceptance, collection, pricing, processing, recycling or payment depends on the Seller providing information or documentation, the relevant period does not commence until those items are received by the Buyer in a form satisfactory to it.
- 11.4. The Buyer is not liable for any loss, cost or delay arising from any information provided by or on behalf of the Seller, and the Seller indemnifies the Buyer against all claims, losses and expenses arising from or in connection with that information.

12. Inspection, Testing and Acceptance

- 12.1. The Buyer may inspect, test, weigh, classify, process or otherwise deal with the Goods at any time before or after delivery, collection or payment.
- 12.2. The Buyer may reject or determine how to deal with any Goods that do not comply with these Terms, including where the Goods are misdescribed, contaminated, unsafe, contain Prohibited Materials, are non-compliant with applicable scheme or regulatory requirements, or otherwise pose a risk or are subject to any ownership or third-party claim.
- 12.3. Where Goods are rejected or are non-compliant, the Seller must promptly remove the Goods at its cost, and failing that, the Buyer may, without liability, store, return, process or dispose of the Goods at the Seller's risk and cost, and recover all associated costs, losses and expenses from the Seller.
- 12.4. The Buyer may accept Goods subject to any pricing adjustment, downgrade, charge or other condition, which is binding on the Seller.

13. Returns, Rejections and Prohibited Materials

- 13.1. The Seller must comply with all Prohibited Materials requirements notified by the Buyer from time to time, and acknowledges that it has received, read and understood those requirements.
- 13.2. The Seller must not supply, deliver, deposit, make available or arrange collection of any Goods containing Prohibited Materials unless the Buyer has expressly agreed in writing before delivery or collection.
- 13.3. If Goods contain Prohibited Materials, the Buyer may:
- (a) reject the Goods;
 - (b) require the Seller to remove the Goods immediately;
 - (c) segregate, quarantine, store, treat, transport, process, recycle or dispose of the Goods;

- (d) charge the Seller all costs associated with inspection, testing, sampling, handling, storage, transport, treatment, processing, remediation, disposal, regulatory engagement and administration;
 - (e) suspend or terminate dealings with the Seller;
 - (f) withhold or set off any amount payable to the Seller; and
 - (g) report the matter to any regulator, insurer, police authority or other relevant authority.
- 13.4. Goods containing Prohibited Materials remain at the Seller's risk at all times and title does not pass to the Buyer.
- 13.5. The Seller is liable for all loss, liability, damage, cost and expense arising from or in connection with Prohibited Materials.
- 13.6. The Buyer is not required to return, preserve or retain Prohibited Materials where the Buyer considers that storage, return or retention may create a safety, environmental, regulatory, commercial or operational risk.

14. Liability

- 14.1. Nothing in these Terms excludes, restricts or modifies any guarantee, warranty or right that cannot lawfully be excluded, restricted or modified, including any applicable rights under the *Competition and Consumer Act 2010* (Cth) or equivalent State or Territory legislation.
- 14.2. To the maximum extent permitted by law, all warranties, conditions, guarantees and representations not expressly set out in these Terms are excluded.
- 14.3. To the maximum extent permitted by law, the Buyer's total aggregate liability arising out of or in connection with the Goods, Services, any Contract or these Terms, whether in contract, tort, negligence, statute or otherwise, is limited to the amount paid or payable by the Buyer for the Goods or Services giving rise to the liability.
- 14.4. The Buyer is not liable for any indirect, consequential or economic loss, or any loss arising from the Seller's acts, omissions or information, or the handling, processing or disposal of the Goods.
- 14.5. The Buyer's liability is reduced to the extent that the Seller or any third party caused or contributed to the relevant loss or damage.
- 14.6. The Seller must rely on its own skill, judgement, expertise and experience in determining whether the Goods are suitable for supply to the Buyer and whether the Services are suitable for the Seller's intended purpose.

15. Seller Obligations

- 15.1. The Seller must:
- (a) comply with all applicable laws, regulations, standards, codes, licence conditions and scheme requirements in connection with the supply, source, ownership, handling, storage, transport, classification, drop-off, or collection of the Goods and Services;
 - (b) obtain and maintain all licences, approvals, permits, registrations and authorisations required for the Goods, Services, Site, transport, handling, storage, recycling, or container return activities;
 - (c) ensure that all Goods are suitable for supply to, handling by and processing by the Buyer;
 - (d) ensure that all persons supplying, delivering, depositing, handling, storing, transporting or dealing with the Goods are properly trained, competent and authorised;
 - (e) comply with all Site safety, access, induction, operational, and transport requirements notified by the Buyer;
 - (f) ensure that no unauthorised person uses any Account provided by the Buyer;
 - (g) ensure all relevant safety data, dangerous goods information, battery chemistry information, container scheme information and waste classification information is provided to the Buyer before delivery or collection; and
 - (h) immediately notify the Buyer of any actual or suspected contamination, Prohibited Materials, unsafe condition, title issue, theft issue, incorrect classification, scheme irregularity, regulatory issue or safety risk.
- 15.2. The Seller is solely responsible for all use of its Account, including any transaction, request, instruction, delivery, collection, or other activity conducted using or referable to the Account, whether authorised by the Seller or not.
- 15.3. The Seller must ensure that access to its Account is controlled and that no unauthorised person uses the Account.
- 15.4. The Seller must immediately notify the Buyer in writing if:

- (a) the Seller becomes aware of any actual or suspected unauthorised use of the Account; or
- (b) the Seller sells, transfers, or changes ownership of its business or no longer requires the Account.

15.5. The Seller remains liable for all use of the Account, and all transactions conducted using the Account, until the Buyer receives written notice and confirms closure of the Account.

16. Battery Recycling Specific Obligations

- 16.1. This clause supplements, and does not limit, the Seller's obligations under these Terms and applies where the Goods include Battery Goods or the Buyer provides battery-related Services.
- 16.2. The Seller must ensure that all Battery Goods are safely packaged, labelled, segregated and suitable for handling, storage, transport, sorting and recycling, and comply with all applicable laws, standards and requirements, including B-Cycle Requirements and any directions issued by the Buyer.
- 16.3. The Seller must ensure that Battery Goods are free from contamination, non-battery waste and unsafe or unstable materials, unless disclosed to and accepted by the Buyer in writing, and must make safe all batteries (including terminal protection) where required.
- 16.4. The Buyer may refuse to accept, or may charge additional fees for, any Battery Goods that are non-compliant, contaminated, unsafe or require additional handling, storage, transport or disposal.
- 16.5. The Seller indemnifies the Buyer against all loss, liability, damage, cost and expense arising from or in connection with Battery Goods, including any fire, explosion, leakage, contamination or regulatory breach, and must not do anything that may cause the Buyer to breach any applicable accreditation, scheme requirement or legal obligation.

17. Container Return Specific Obligations

- 17.1. This clause supplements, and does not limit, the Seller's obligations under these Terms and applies where the Goods include Container Return Goods or the Buyer provides container return Services.
- 17.2. The Seller must ensure that all Container Return Goods are lawfully obtained, eligible under the applicable scheme, compliant with all scheme requirements, and free from contamination.
- 17.3. The Buyer may reject, adjust, withhold, reverse or require repayment of any amount in respect of Container Return Goods that are ineligible, non-compliant, contaminated, misdescribed or otherwise unacceptable.
- 17.4. The Seller must not do anything that may cause the Buyer to breach any scheme rule, approval, reporting obligation or regulatory requirement.
- 17.5. The Seller indemnifies the Buyer against all loss, liability, damage, cost and expense arising from or in connection with Container Return Goods, including invalid claims, scheme breaches, regulatory penalties, contamination or third-party claims.

18. Privacy and Credit Information

- 18.1. The Seller authorises the Buyer to obtain credit reports and other credit information about the Seller, its directors, proprietors, partners and guarantors for the purposes of assessing creditworthiness, opening or administering an Account, purchasing Goods, providing Services, managing transactions and recovering overdue amounts.
- 18.2. The Seller authorises the Buyer to exchange information about the Seller, its directors, proprietors, partners and guarantors with credit reporting bodies, trade insurers, debt collection agencies, solicitors, bankers, referees, scheme administrators, regulators and other credit providers.
- 18.3. The information exchanged may include information about creditworthiness, credit standing, credit history, credit capacity, defaults, payment history, account conduct, regulatory compliance, scheme compliance and transaction history.
- 18.4. The Seller warrants that it has obtained all consents required from its directors, officers, partners, proprietors, personnel, representatives and guarantors for the Buyer to collect, use and disclose their information in accordance with this clause.

19. Modern Slavery and Compliance

- 19.1. The Customer represents and warrants that it complies with all applicable laws relating to modern slavery, anti-bribery, corruption, sanctions, workplace health and safety, environment, employment and supply chain compliance.
- 19.2. The Customer must not do, or omit to do, anything that causes or may cause the Supplier to breach any applicable law or reporting obligation, including under the *Modern Slavery Act 2018* (Cth).
- 19.3. The Customer must provide reasonable information requested by the Supplier to assess or verify compliance with this clause.

20. Subcontracting and Carriers

- 20.1. If the Seller uses any employee, contractor, carrier, driver, agent, broker, subcontractor or other person in connection with the Goods or Services, the Seller remains responsible for all acts and omissions of that person as if they were acts or omissions of the Seller.
- 20.2. The Seller must ensure that any person involved in supplying, delivering, loading, transporting, classifying, depositing or making available Goods complies with these Terms.

21. Equipment

- 21.1. All Equipment remains the property of the Buyer.
- 21.2. The Seller must not sell, transfer, dispose of, part with possession of, encumber, modify, damage, contaminate, remove identification from, relocate or misuse any Equipment without the Buyer's prior written consent.
- 21.3. The Seller must keep Equipment clean, safe, accessible, secure and used only for the purpose approved by the Buyer.
- 21.4. The Seller must ensure that only approved Goods are placed in any Equipment.
- 21.5. The Buyer may inspect, repair, replace, remove or recover Equipment at any time.
- 21.6. If Equipment is lost, stolen, damaged, contaminated, misused, inaccessible or requires repair or replacement due to any act or omission of the Seller or any person for whom the Seller is responsible, the Seller must pay all costs incurred by the Buyer in repairing, replacing, cleaning, decontaminating or recovering the Equipment.

22. Advertising and Promotional Use

The Buyer may photograph or record images of Goods, Equipment, Sites or Services for operational, compliance, reporting, training, tendering, marketing, internal management or promotional purposes, provided the Buyer does not disclose the Seller's confidential information without consent, except where required by law or for enforcement, insurance, scheme, accreditation or regulatory purposes.

23. Force Majeure

- 23.1. The Buyer is not liable for any failure or delay in performing its obligations where the failure or delay is caused by any event or circumstance beyond the Buyer's reasonable control.
- 23.2. Such events include strikes, industrial action, shortage of labour, shortage of materials, supply chain disruption, transport delays, breakdown of plant, machinery or vehicles, fire, flood, storm, pandemic, epidemic, quarantine restriction, war, terrorism, civil unrest, government action, power failure, cyber incident, act of God, regulatory intervention, scheme suspension, licence restriction, facility closure, fire risk, dangerous goods incident, contamination incident or any other event beyond the Buyer's reasonable control.
- 23.3. The Buyer must use reasonable efforts to mitigate the effect of the event and resume performance as soon as reasonably practicable.
- 23.4. If a force majeure event continues for a period that, in the Buyer's reasonable opinion, materially affects its ability to purchase Goods, collect Goods, process Goods, provide Services or perform any obligation, the Buyer may cancel or suspend the affected Contract without liability.

24. Suspension and Termination

- 24.1. Without limiting any other right or remedy, the Buyer may suspend performance of, or terminate, any Contract immediately by written notice if:
- (a) any amount owing by the Seller to the Buyer remains unpaid for 14 days or more;
 - (b) the Seller fails to provide a guarantee, indemnity, security, deposit or payment in advance when requested by the Buyer;
 - (c) the Seller fails to make Goods available for collection or fails to collect rejected Goods;
 - (d) the Seller supplies contaminated, unsafe, misdescribed, ineligible or non-compliant Goods or Goods containing Prohibited Materials;
 - (e) the Seller breaches these Terms and fails to remedy the breach within 30 days after written notice requiring it to do so;
 - (f) the Seller breaches an essential term of these Terms;
 - (g) the Seller becomes insolvent, enters administration, liquidation, receivership, restructuring, bankruptcy or any arrangement with creditors;
 - (h) a receiver, receiver and manager, administrator, liquidator, controller or similar officer is appointed to the Seller or any of its assets;
 - (i) an application, order or resolution is made for the winding up or deregistration of the Seller;
 - (j) the Seller ceases, threatens to cease, or materially changes its business;
 - (k) the Buyer reasonably considers that the Seller may be unable to pay its debts as and when they fall due;
 - (l) the Seller's credit risk becomes unacceptable to the Buyer;
 - (m) the Buyer reasonably considers that continuing to deal with the Seller may expose the Buyer to safety, environmental, legal, regulatory, scheme, licence, accreditation, reputational or commercial risk; or
 - (n) the Seller is involved in any suspected fraud, theft, unlawful supply, or other conduct unacceptable to the Buyer.
- 24.2. If the Buyer suspends a Contract, the Buyer may require, as a condition of resuming dealings:
- (a) payment of all outstanding invoices;
 - (b) provision of a guarantee, indemnity or other security;
 - (c) corrective action;
 - (d) revised operational, transport, Site access or compliance arrangements; and/or
 - (e) revised commercial terms acceptable to the Buyer.
- 24.3. Termination or suspension does not affect any rights or liabilities that accrued before termination or suspension.
- 24.4. The Buyer may require additional or replacement guarantees, indemnities or other security at any time, and failure to provide such security within a reasonable time constitutes a breach of these Terms.
- 24.5. On termination, all amounts owing by the Seller to the Buyer become immediately due and payable.

25. Guarantee and Indemnity

- 25.1. In consideration of the Buyer agreeing to purchase, receive, collect, process, recycle or return Goods, or supply or continue to supply Services on credit to the Seller, each person who executes a credit application or otherwise provides a guarantee in favour of the Buyer (**Guarantor**) unconditionally and irrevocably jointly and severally guarantees to the Buyer the due and punctual payment of all amounts (including any interest, fees, charges and costs) which are or may become payable by the Seller to the Buyer.
- 25.2. Each Guarantor jointly and severally indemnifies and agrees to keep the Buyer indemnified against all loss, damage, cost and expense suffered or incurred by the Buyer arising out of or in connection with any failure by the Seller to pay any amount or comply with these Terms.
- 25.3. This guarantee and indemnity is a continuing security and is not affected by any act, omission or circumstance which might otherwise operate to discharge or reduce the liability of a guarantor, including:
- (a) any variation to these Terms or any Contract;
 - (b) any arrangement, compromise, release or dealing with the Seller or any other person;

- (c) the granting of time, credit or other indulgence to the Seller;
 - (d) any failure by the Buyer to enforce its rights;
 - (e) any other security or guarantee held by the Buyer; or
 - (f) the insolvency, liquidation, administration or death of the Seller or any Guarantor.
- 25.4. Each Guarantor's liability is as principal debtor and not merely as surety.
- 25.5. Until the Buyer has received payment in full of all amounts owing by the Seller, each Guarantor:
- (a) must not prove in any insolvency or administration of the Seller except as directed by the Buyer; and
 - (b) holds on trust for the Buyer any payment, distribution or benefit received in respect of any such claim.
- 25.6. The Buyer may enforce this guarantee and indemnity against any Guarantor without first taking action against the Seller or any other person.
- 25.7. A statement in writing signed by an authorised officer of the Buyer as to the amount owing by the Seller is prima facie evidence of that amount.
- 25.8. The Buyer may obtain and exchange credit information about each Guarantor for the purposes of assessing creditworthiness, administering the Account and recovering any amounts owing.

26. Notices

- 26.1. Any notice under these Terms must be in writing and may be delivered personally, sent by prepaid post, or sent by email to the party's last notified address or email address.
- 26.2. A notice is deemed to be received:
- (a) if delivered personally, at the time of delivery;
 - (b) if sent by prepaid post, 4 Business Days after posting; and
 - (c) if sent by email, when sent, unless the sender receives an automated delivery failure notice, provided that if the email is sent after 5.00 pm or on a day that is not a Business Day, it is deemed received at 9.00 am on the next Business Day.

27. Confidentiality

- 27.1. Each party must keep confidential all confidential information of the other party and must not disclose it except:
- (a) with the other party's written consent;
 - (b) to its employees, officers, contractors, advisers, insurers, auditors, scheme administrators, regulators or related bodies corporate who need to know the information;
 - (c) as required by law;
 - (d) to enforce its rights under these Terms;
 - (e) for safety, environmental, regulatory, accreditation, scheme or insurance purposes; or
 - (f) in connection with any investigation, audit, claim, dispute or enforcement action relating to the Goods or Services.
- 27.2. The Seller must not use the Buyer's confidential information for any purpose other than performing its obligations under these Terms.

28. Intellectual Property

- 28.1. All intellectual property owned by the Buyer before the supply of Goods or Services remains owned by the Buyer.
- 28.2. Unless expressly agreed in writing, the Buyer does not assign or transfer any intellectual property rights to the Seller.
- 28.3. The Buyer retains ownership of all intellectual property created, developed or used by the Buyer in connection with the Goods or Services, including processes, procedures, sorting methods, recycling methods, operational know-how, templates, reporting formats, systems, branding, signage, data, calculations and technical information.
- 28.4. The Seller grants the Buyer a royalty-free licence to use any information, documents, data, descriptions, photographs, declarations, specifications, logos, images or other materials provided by or on behalf of the Seller

for the purpose of purchasing, collecting, handling, sorting, processing, recycling, marketing, reporting on or enforcing rights in connection with the Goods or Services.

29. Variation of Terms

- 29.1. The Buyer may vary these Terms from time to time by giving written notice to the Seller.
- 29.2. Any variation applies from the effective date stated in the notice, or if no date is stated, from the date the notice is given.
- 29.3. The varied Terms apply to all transactions accepted after the effective date of the variation.

30. Assignment

- 30.1. The Seller must not assign, novate, transfer or otherwise deal with any of its rights or obligations under these Terms or any Contract without the Buyer's prior written consent.
- 30.2. The Buyer may assign, novate or transfer any of its rights or obligations under these Terms or any Contract to a related body corporate or purchaser of its business or assets.

31. Severance

If any provision of these Terms is void, voidable, illegal, invalid or unenforceable, that provision is severed to the extent necessary and the remaining provisions continue in full force and effect.

32. Waiver

- 32.1. A failure or delay by the Buyer to exercise any right, power or remedy does not operate as a waiver.
- 32.2. A waiver is only effective if given in writing and only applies to the specific instance for which it is given.

33. Governing Law and Jurisdiction

- 33.1. These Terms and each Contract are governed by the laws of New South Wales, Australia.
- 33.2. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

34. Survival

Any clause which by its nature is intended to survive termination or expiry continues to apply, including clauses relating to payment, recovery costs, title, security, PPSA, prohibited materials, RCTIA, liability, indemnities, confidentiality, intellectual property, governing law and accrued rights.