

General Conditions of Trade

1. TIPPING PROCEDURES:

Operating hours: Monday to Friday 6:00am to 5:00pm, Saturday and Sunday on request (Call out fee may apply); Site induction for truck drivers/passengers before unloading is permitted; Minimum 1 tonne charge applies for all loads; The facility operates on UHF 32; All PPE must be worn while at recycling facility (PPE is vi-vis and safety boots); The speed limit within Mainstream's facility is 5km/hr; Drivers must proceed to weighbridge before unloading. The truck will need to weigh off after tipping; Weighbridge - Gross and tare weights are recorded on every load (the driver can collect a docket from the weighbridge computer on departure. If a driver does not weigh in or out correctly and does not advise staff of their weights or that there was a problem, the maximum net amount will be charged); Drivers unloading at our facility must abide by instructions given by the operator on duty, as to where they are to tip; No use of mobile phones or smoking is allowed inside the facility; Driver to be aware of any workers, site vehicles and other plant on site; Take care when reversing on-site. You can request a spotter via the UHF radio; Every truck is issued with a free weighbridge ID tag. If the original tag is lost or stolen, a replacement fee may be charged. ID tags are to be returned if the truck is not returning to our facility. Replacement fee may be charged if tags are not returned when requested by Mainstream Recycling; All material must be discharged at Mainstream Facilities in accordance with the SWMS;

2. TERMS & CONDITIONS:

Definitions: ABN – Australia Business Number, Customer – the entity and related parties that this proposal is made out to, GST – Goods and Services Tax (10%), Mainstream Recycling – Referred to as Mainstream Recycling, Mainstream and/or MR. Mainstream is the operating disposal facility of the waste(s), PPE –Personal Protective Equipment, UHF – Ultra high frequency radio. TERM: The term of this agreement is: One (1) year, plus a one (1) year option; OR; On call basis; The term of the agreement will commence as of the latest date signed by the Customer or Mainstream.

3. PRICE REVIEW:

- (a) This quotation is valid for thirty (30) days and excludes GST;
- (b) Prices are based on information provided by the customer, including the waste type, volume and frequency of disposal;
- (c) Should the composition of the waste vary significantly from the description provided, a variation in price may apply;
- (d) Rates do not include transport and/or collection of material;
- (e) Rates may be reviewed and adjusted by Mainstream and advised to the customer at anytime

4. CUSTOMER RESPONSIBILITIES:

- (a) Ensure staff are aware of what Mainstream can accept and note the waste type on the incoming documentation;
- (b) For each load the customer is required to report to Mainstream the origin of the materials, and the type of materials that are being disposed of;
- (c) Ensure all staff are inducted to the facility;
- (d) Ensure all staff wear the correct PPE;
- (e) Ensure, as far as the customer is aware, that the waste

is free of any contaminants (i.e. asbestos). Mainstream is not licensed for asbestos or hazards loads of any type;

- (f) Mainstream relies on the information provided by customers to determine acceptance of waste(s);
- (g) This proposal is based on the sample or confirmation upon receipt of the first load. All loads are subject to testing;
- (h) This proposal is subject to the waste collected being consistent with the information you, the customer, has provided;
- (i) Customers are required to wash the wheels of their vehicles prior to leaving the facility to ensure clean access areas are retained;
- (j) Material delivered must be consistent with mainstream Recycling Approvals and licenses – any material not meeting these requirements will be disposed of at customers expense +15%.

5. MAINSTREAM RESPONSIBILITIES:

- (a) Mainstream is responsible for operating an EPA Licensed Premise and being compliant to the conditions outlined in our license;
- (b) Mainstream has the right to sample and test any loads, prior to unload the wastes at our facility. We may test for a variety of substances, including heavy metals, asbestos, TPHs, PAHs, BTEX and pesticides. Note - Waiting time is not chargeable to Mainstream.

6. CONTAMINATED LOADS:

- (a) No asbestos is accepted at the facility. Loads found to have contamination present will be the responsibility of the customer to remove, clean (i.e hygienist) and dispose of the material. The cost of this clean-up is the full responsibility of the customer and Mainstream will appoint qualified parties to assist with this clean-up. This includes any other material that may be contaminated, even if not from that load;
- (b) The customer will also be liable for consequential damages in the instance where the facility is closed due to contamination and other Customers are unable to use the facility. In this instance the consequential damages shall be equal to the average daily tonnage x \$200 x number of days that the facility is not in use. There is no maximum limit on the potential cost of a clean-up and the Customer, its Directors, and the driver of the vehicle may be prosecuted to the full extent of the law. Loads that are found to contain a, b, c will incur a penalty fee of \$1,000 per tonne, payable to Mainstream for managing the process of the clean-up; (c) Rejected loads, due to contamination or concerns of contamination, may increase waste disposal costs moving forward and/or result in Mainstream rejecting any loads from the customer moving forward;

7. PAYMENT TERMS:

Payment terms are strictly seven (7) days from the date of invoice, unless otherwise agreed to in writing.

8. INVOICING:

Invoices will be produced on a per load basis, unless requested otherwise.

9. AGREEMENT EXECUTION:

Upon signing of these terms and conditions, you accept all requirements and conditions within this document.