

APPLICATION FOR CREDIT

ResourceCo Material Solutions Pty Ltd
ACN 608 316 792
PO Box 542
Enfield Plaza SA, 5085
Phone 08 8406 0300
Fax 08 8406 0336
Email: accounts@resourceco.com.au

1. CONTRACTING ENTITY

This Application applies in respect of ResourceCo Material Solutions Pty Ltd ACN 608 316 792 ('ResourceCo').

2. CUSTOMER DETAILS

2.1 Trading/Business Name: Telephone:
2.2 Business Address: Fax:
..... Post Code:
2.3 Postal Address:
Post Code:
2.4 Accounts Email Address:
2.5 Contact Names: Purchasing Manager: Accounts Payable:

3. CUSTOMER INFORMATION

3.1 Registered Business Name Number: Date of Commencement of Business:
3.2 If Company:-
Name:
A.B.N./A.C.N.: Date of Registration: State of Registration:
Registered Office Address:
..... Post Code:
3.3 If Trustee of Trust: Name of Trust: Date of Trust Deed:

4. PROPRIETORS/DIRECTORS DETAILS

Full Name(s) and home address (es) of sole trader, partners, directors

4.1 Name: Mobile:
Address: Postcode:
4.2 Name: Mobile:
Address: Postcode:

5. TRADE REFERENCES

	<u>Company</u>	<u>Suburb</u>	<u>State</u>	<u>Ave Monthly Value</u>	<u>Contact Name</u>	<u>Phone/Fax</u>
5.1/.....
5.2/.....
5.3/.....

6. FINANCIAL INFORMATION

6.1	Maximum credit limit requested:	\$	(* Mandatory)
6.2	Bank:	Branch:	A/c No:

7. APPLICATION FOR CREDIT

7.1 The Customer applies for and the Guarantors (if applicable) request ResourceCo to open a Credit Account in the name of the Customer for Disposal of Material including Waste and/or Product Sales to the Customer and the Customer agrees to be bound by the Terms and Conditions overleaf.

7.2 **Each of the persons whose signature appear below (in whatever capacity) authorise the Customer to make this Application and acknowledge each have read, understood and agreed to be bound by all the Terms & Conditions overleaf.**

Authorised Signature: Authorised Signature:

Print Signatory's Name: Print Signatory's Name:.....

Date: Date:

and indicate if: Sole Trader Partner or Director and indicate if: Sole Trader Partner or Director
or if Employee, Position or if Employee, Position

7.3 Guarantors: If the Customer is a company, the directors of the company must complete and sign a separate Guarantee and Indemnity form.

GUARANTEE AND INDEMNITY

Customer Details	
Name: ACN
Address:
Guarantor Details	
Name of Director:...	
Address:
Name of Director:...	
Address:

TERMS AND CONDITIONS OF GUARANTEE

1. Definitions

“Application” means an Application For Credit made by the Customer to ResourceCo for trade credit.

“Credit Account” means the credit account between ResourceCo and the Customer whether arising pursuant to an Application or otherwise.

“Customer” means the customer of ResourceCo as detailed above.

“Guaranteed Amount” means the amount presently owing and all future amounts owing to ResourceCo by the Customer pursuant to the Credit Account including interest and any costs of enforcement of this guarantee (irrespective of any credit limit that may be specified in the Application).

“Guarantor” means the person or if more than 1, the persons whose details appear above.

“ResourceCo ” means, jointly and severally, each legal entity specified in section 1 of the Application.

2. Guarantee

In consideration of ResourceCo agreeing at the request of the Customer and the Guarantor to provide the Customer with credit pursuant to the Credit Account and forbearing from the recovery of the present indebtedness under the Credit Account, if any, the Guarantor unconditionally guarantees the due and punctual payment by the Customer to ResourceCo of the Guaranteed Amount.

3. This Guarantee:-

- 3.1 is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
- 3.2 may be enforced against the Guarantor without ResourceCo first being required to exhaust any remedy it may have against the Customer or to enforce any security it may hold with respect to the Credit Account or the Guaranteed Amount;
- 3.3 is a continuing guarantee and indemnity for the whole of the Guaranteed Amount and will be irrevocable and will remain in full force and effect until discharged; and
- 3.4 will not be considered as wholly or partially discharged by the payment at any time of any of the Guaranteed Amount or by any settlement of account or by any other matter or thing whatsoever and will apply to the present and future balance of the Credit Account.

4. The liability of the Guarantor is absolute and will not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate the Guarantor from their obligation in whole or in part including but not limited to:-

- 4.1 the grant to the Customer or any other person of any time, waiver or other indulgence or concession, or the discharge or release of any other security or guarantee held by ResourceCo in respect of the Credit Account;
- 4.2 the insolvency, which in this Guarantee includes; administration, bankruptcy, official management, compromise, arrangement, amalgamation, reconstruction, winding up, dissolution and assignment for or compromise with creditors, of the Customer;
- 4.3 ResourceCo exercising or refraining from exercising any other security or guarantee, or any other rights, powers or remedies conferred on it by law or by agreement, or any other agreement with any other person, or taking or failing to take any other security or guarantee;
- 4.4 the variation (including a variation which increases the Guaranteed Amount), extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part of the Credit Account or any security or guarantee now or in the future held by ResourceCo from any person;
- 4.5 the Customer’s obligations under the Credit Account or any part of them being or becoming wholly or partially illegal, void, voidable or unenforceable;
- 4.6 the failure by ResourceCo to give notice to the Guarantor of any default by the Customer under this Guarantee; or
- 4.7 any legal limitation, disability, incapacity or other circumstances related to the Customer.

5. Until the Guaranteed Amount have been discharged in full the Guarantor shall not:

- 5.1 be entitled to share in any security held or money received by ResourceCo or to stand in the place of ResourceCo in respect of any security or money;

- 5.2 take steps to enforce a right or claim against the Customer in respect of any money paid by the Guarantor to ResourceCo under this Guarantee; or
- 5.3 have or exercise any rights as surety in competition with ResourceCo.
- 6 If the Customer becomes insolvent, the Guarantor authorise ResourceCo to prove for all moneys the Guarantor will have paid under this Guarantee and to retain and to carry into a suspense account and to appropriate at the discretion of ResourceCo any dividends received in the liquidation, bankruptcy or other insolvency of the Customer and all other moneys received in respect of the Guaranteed Amount until ResourceCo has been paid the Guaranteed Amount in full.
- 7 Any settlement, discharge or release between the Guarantor and ResourceCo will be conditional upon no security or payment to ResourceCo by the Customer or any other person being avoided or reduced by virtue of any provision or enactments relating to insolvency for the time being in force, and ResourceCo may recover the value or amount of any such security or payment from the Guarantor subsequently as if that settlement, discharge or release had not occurred.
- 8 If the whole or any part of the Guaranteed Amount are or may be irrecoverable from the Customer by ResourceCo for any reason whatever whereby the amount thereof or resulting therefrom is not recoverable from the Guarantor as surety, then and in each such case:
 - 8.1 the Guarantor as a separate and additional liability under this Guarantee indemnifies ResourceCo in respect of the Guaranteed Amount;
 - 8.2 as a principal debtor agrees to pay ResourceCo when demanded in writing a sum equal to the amount of the Guaranteed Amount; and
 - 8.3 for the purposes of this indemnity, this clause shall be construed as if the Guaranteed Amount were recoverable and the terms of this Guarantee will apply as far as possible, with any necessary changes being made.
- 9 The obligations on the part of the Guarantor, if more than one, contained in this Guarantee take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them.
- 10 The Guarantor irrevocably acknowledges that the Guarantor's liability under this Guarantee is not limited to any credit limit specified in the Application and extends to all amounts due to ResourceCo incurred by the Customer with the knowledge or authority of the Guarantor.

General

- 11 This Agreement and the rights and obligations of the parties will be construed pursuant to the laws of South Australia. The courts of South Australia and courts of appeal shall have jurisdiction in relation to this Guarantee.
- 12 If any part of this Guarantee is invalid, that invalidity will be severed from this Guarantee and will not affect the validity or the enforceability of any other part of this Guarantee.
- 13 The Customer must pay stamp duty and other government fees or charges in respect of this Guarantee and all other documents associated with it.

Signed by the Guarantor as a Deed on the _____ day of _____ 20____.

SIGNED BY DIRECTOR

Print Name of Director.....

Signature of Witness.....

Print Name of Witness.....

SIGNED BY DIRECTOR

Print Name of Director.....

Signature of Witness.....

Print Name of Witness.....

Generic Clauses

1. Background

These Terms and Conditions apply to each contract for Disposal of Material and/or Product Sales by or on behalf of Resourceco to any Customer.

2. Definitions

- 2.1 **'Application'** means an application by the Customer to Resourceco for trade credit.
- 2.2 **'Contract'** means all contracts entered into between Resourceco and the Customer for Material for Disposal, provision of Transport by Resourceco and/or Product Sales.
- 2.3 **'Concrete'** means the cement and aggregate mixture supplied by or on Resourceco's behalf to the Customer.
- 2.4 **'Contract Particulars'** means any quote, tender response, delivery docket, invoice or other Material for Disposal, provision of Transport, and/or Product Sale applicable document describing the services forming part of a Contract.
- 2.5 **'Customer'** means the customer identified in the Application or Contract Particulars.
- 2.6 **'Disposal'** means the disposal by Resourceco of Material delivered by the Customer to Resourceco at any Premises.
- 2.7 **'EPA'** means the Environmental Protection Authority of South Australia.
- 2.8 **'Equipment'** means Resourceco's or its subcontractors equipment used in connection with providing the Transport;
- 2.9 **'Guarantor'** means the guarantor identified in the Application.
- 2.10 **'Inclusions'** means any incidental supplementary source materials (not including asbestos or any other hazardous materials) contained in the Products.
- 2.11 **'Landfill'** means any EPA licensed landfill used or accessed by Resourceco.
- 2.12 **'Material'** means any material, including material for Transport and for Waste that meets the Specifications for Disposal with Resourceco.
- 2.13 **'PMSI'** means a purchase money security interest as that term is defined in the PPSA;
- 2.14 **'Pour'** means the discharge of the Concrete from any relevant delivery vehicle.
- 2.15 **'PPSA'** means the Personal Property Securities Act 2009 (Cth);
- 2.16 **'Premises'** means any of Resourceco's resource recovery, Landfill or other sites controlled by Resourceco.
- 2.17 **'Product Information Pack'** means the guide published by Resourceco from time to time setting out the Specifications.
- 2.18 **'Product Sales'** means the sale of the Products by Resourceco to the Customer.
- 2.19 **'Products'** means the products produced by Resourceco that meet the Specifications.
- 2.20 **'Resourceco'** means each legal entity specified in section 1 of the Application which makes the relevant supply or disposal to which these terms relate and that entity's successors, assigns.
- 2.21 **'Resourceco Policies'** means all policies issued by Resourceco for access to the Premises, Material for Disposal, Waste Handling, use of Products and other policies issued by Resourceco from time to time.
- 2.22 **'Security Interest'** has the same meaning as in the PPSA;
- 2.23 **'Site'** means:
- 2.23.1 in respect of the supply of Concrete specific clauses, the location where the Concrete is poured as directed by the Customer; and
- 2.23.2 in respect of Transport, the place where Material is taken from or delivered to.
- 2.24 **'Specifications'** means the description of Materials, Products and Waste issued by Resourceco in the Product Information Pack as updated or as otherwise publicised or notified by Resourceco from time-to-time.
- 2.25 **'Transport'** means haulage and logistics services provided by Resourceco.
- 2.26 **'Waiting Hire Fee'** means the waiting hire fee previously notified by Resourceco to the Customer.

- 2.27 **'Waste'** means the waste material not otherwise suitable for resource recovery that Resourceco is licensed to receive for Disposal in the Landfill.

3. Contract

- 3.1 The Contract will be formed, incorporating these Terms and Conditions and those set out in the Application, on acceptance (written, verbal or on delivery of Material, Product or Waste) of the Contract Particulars by the Customer.
- 3.2 The Customer agrees that no subsequent terms and conditions will apply in substitution of these Terms and Conditions or in any way override or amend these Terms and Conditions unless each Director of Resourceco signs a document agreeing to the same, such document specifying that the change is subject to this clause 3.2.
- 3.3 The Customer may not cancel any Contract without reasonable notice to Resourceco and the prior written consent of Resourceco which Resourceco will not withhold unreasonably.
- 3.4 The Contract is governed by the laws of South Australia.

4. Resourceco's obligations

- 4.1 Subject to these Terms and Conditions and any Contract Particulars, Resourceco will:
- 4.1.1 accept Material for Disposal that meets the Specifications;
- 4.1.2 make Product Sales that meet the Specifications; and
- 4.1.3 provide the Transport.
- 4.2 Resourceco may use any competent and qualified employee, representative, associate, officer, agent or subcontractor to undertake Disposal of Material, make Product Sales and provide the Transport.

5. Customers obligations

- Without limiting its other obligations under the Contract, the Customer must:
- 5.1 ensure that all Material delivered for Disposal complies with the Specifications;
- 5.2 comply with Resourceco's Policies and all other reasonable directions given to it by Resourceco;
- 5.3 where applicable, provide Resourceco with access to any site, equipment and all information necessary to enable Resourceco to carry out its obligations under any Contract.

6. Credit

- 6.1 Resourceco may grant the Customer credit upon these Terms and Conditions on the basis of an Application and such other documents and information as may be required by Resourceco.
- 6.2 Until Resourceco grants the Customer credit by notice in writing, Resourceco will only accept Material for Disposal, provide Transport or make Product Sales to the Customer in accordance with **clause 7.1**.
- 6.3 The granting of credit does not oblige Resourceco to extend any particular amount of credit to the Customer.
- 6.4 The Customer must notify Resourceco in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.
- 6.5 The Customer authorises and acknowledges that:
- 6.5.1 items of personal information contained in any Application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency;
- 6.5.2 in accordance with the Privacy Act 1988, that disclosure by a credit reporting agency and/or use by Resourceco of the relevant information may occur for the purposes of assessing any Application;
- 6.5.3 Resourceco may supply information about the Customer's credit worthiness to other credit providers and authorises any trade references to provide Resourceco with information about the Customer's credit worthiness; and
- 6.5.4 the Customer has been advised to and have had the opportunity to seek independent legal advice in respect of the implications of any Application.

7. Payment

- 7.1 If credit has not been granted to the Customer by Resourceco in accordance with clause 6.1, payment will be made by the Customer in full (without any set off) and received by Resourceco on or before delivery of Material for Disposal to or collection of Products from the Premises, or provision of Transport.
- 7.2 If credit has been granted to the Customer by Resourceco in accordance with clause 6.1, payment will be made by the Customer in full (without any set off) and received by Resourceco within 30 days of the end of the month of invoice unless otherwise specified in the Contract Particulars.
- 7.3 Interest will be charged on overdue amounts of the rate of 2% compounded per month.
- 7.4 Legal costs of recovery of any overdue amounts will be recoverable by Resourceco as a debt due by the Customer.

Material for Disposal Specific Clauses

The following clauses specifically relate to the Disposal of any Material with Resourceco:

8. Delivery and acceptance of Material for Disposal

- 8.1 The Customer will, at its expense, arrange to deliver the Material for Disposal to the Premises.
- 8.2 The Customer must provide Resourceco with a true and accurate description and source of any Material for Disposal.
- 8.3 Resourceco reserves the right to refuse to accept any Material for Disposal from the Customer for any reason including if the Material fails to meet the Specifications.
- 8.4 Any costs or liabilities incurred by Resourceco if the Material fails to meet the Specifications including:
- 8.4.1 testing, treatment removal or disposal of the Material; or
 - 8.4.2 any damage caused by the Material to Resourceco,
 - 8.4.3 will be borne by the Customer.
- 8.5 Resourceco reserves its rights to take any action it deems reasonably necessary in its sole discretion to remedy any breach of this clause by the Customer.

9. Access to the Premises

- 9.1 The Customer:
- 9.1.1 acknowledges that its employees, agents, contractors and representatives enter the Premises at their own risk;
 - 9.1.2 agrees to abide by all Resourceco Policies including safety rules and procedures and agrees to ensure that such Resourceco Policies and safety rules and procedures are abided by all the Customer's employees, agents, contractors and representatives when entering or accessing the Premises; and
 - 9.1.3 warrants that it will maintain appropriate Workcover or other insurance with regard to the circumstances set out in clause 9.1.2 in respect of its employees, agents, contractors and representatives.
- 9.2 The Customer will indemnify Resourceco for any loss or damage incurred by Resourceco arising from the Customer and its employees, agents, contractors and representatives accessing the Premises or for any breach of this clause 9.

10. Materials Warranty

- 10.1 The Customer warrants that:
- 10.1.1 it will comply with all Resourceco's reasonable instructions when delivering Material to Resourceco;
 - 10.1.2 the description and source of the Material is true and accurate;
 - 10.1.3 the Material meets the Specifications; any Waste is correctly identified pursuant to EPA guidelines; and except where Material comprises Waste for Disposal in Landfill:
 - 10.1.4 the Material does not contain asbestos, liquid waste, contamination, waste or any similar materials as advised by Resourceco from time to time; and

10.1.5 the Material will be free from contamination and otherwise comply with the specifications for use in the production of waste derived fill issued by the EPA.

- 10.2 The Customer indemnifies Resourceco from and against any loss or damage suffered by Resourceco arising from a breach of any warranty by the Customer including but not limited to, clean up costs or the cost incurred by Resourceco of any asbestos contamination and the subsequent cost of disposal to a licensed facility of such contaminated Material.

Product Specific Clauses

The following clauses specifically relate to the purchase of Products from Resourceco:

11. Delivery and risk of the Products

- 11.1 Subject to clause 11.2, the Customer will, at its expense, arrange to pick up the Products from the Premises. Resourceco will load the Products at its expense.
- 11.2 The Customer may request any Products to be delivered to the Customer and delivery will be made by Resourceco at its sole discretion and at the Customer's expense to the Customer's premises or in accordance with the Customer's written instructions by such transport at Resourceco's discretion.
- 11.3 Resourceco will not be liable for any failure to deliver or delay in delivery for any reason beyond its reasonable control.
- 11.4 In no event will Resourceco be liable for any third party or consequential loss for any failure or delay in delivering the Products.
- 11.5 Except as:
- 11.5.1 required by law; or
 - 11.5.2 pursuant to these Terms and Conditions; or
 - 11.5.3 Material for Disposal,
- Resourceco will be under no obligation to accept returned Products for any reason.
- 11.6 Risk in the Products will pass to the Customer when the Products are picked up by the Customer or on delivery of the Products to the premises nominated by the Customer.
- 11.7 If payment in full has not been made by the Customer when the Products are picked up by the Customer or upon delivery, insurance against all risks whatsoever will be maintained by the Customer from when the Products are picked up or delivered.

12. Property in the Products

- 12.1 Property in the Products will not pass to the Customer until payment in full has been made by the Customer to Resourceco for all Products picked up or delivered to the Customer by Resourceco.
- 12.2 Until payment has been made in full and property passes:
- 12.2.1 the Customer will hold all Products as bailee and as a fiduciary for Resourceco and will securely store the same separately from the Customer's other goods so as to clearly identify the Products as Resourceco's;
 - 12.2.2 subject to clause 24, the Customer is authorised to sell or use the Products but the Customer will hold the book debt and the proceeds of sale or use on trust for Resourceco and will account to Resourceco for any overdue amount from the proceeds thereof, and at the request of Resourceco assign the book debt arising from such sale or use to Resourceco; and
 - 12.2.3 Resourceco will be entitled to require the Customer to return unsold Products failing which the Customer is irrevocably authorises Resourceco to enter the Customer's premises to repossess the Products without notice on the occurrence of any of the following events:
 - (a) the Customer fails to make payment of any amount outstanding;
 - (b) the Customer commits an act of bankruptcy or is declared insolvent or, if a company, proceedings are issued to wind-up the Customer or the Customer is placed under official management or

- a receiver is appointed over the Customer's property or undertaking, or
(c) the Customer enters into some arrangement or assignment for the benefit of creditors.

13. Products Warranty

- 13.1 Resourceco warrants that the Products will be fit for purpose:
13.1.1 as described in the Specifications; and
13.1.2 in accordance with all guidelines or standards specified by the EPA.
- 13.2 Except as expressly provided to the contrary in the **Contract**, all representations, warranties, terms and conditions in relation to Products (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- 13.3 The Customer agrees that if it is aware (or should be aware) that the Products, the subject of a Contract, are for a particular purpose or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in any such Contract.
- 13.4 The Customer:
13.4.1 acknowledges that the Specifications for the Products provide for the Products to contain Inclusions;
13.4.2 acknowledges that the Products are produced from recycled materials and will contain Inclusions; and
13.4.3 agrees that the presence of Inclusions in the Products will not be grounds for refusing to accept the Products.
- 13.5 Damages for breach of any warranty by Resourceco will be limited to replacement of the Products or the supply of the Products again or the cost of replacement of the Products or having the Products supplied again, at Resourceco's discretion, and will not extend to any indirect or consequential loss or damages whatsoever.

Concrete Specific Clauses

The following clauses specifically relate to the purchase of concrete Products from Resourceco and override all other clauses in the event of any inconsistency:

14. Delivery

Subject to these Terms and Conditions, Resourceco will supply the Concrete to the Site.

15. Concrete

- 15.1 All Concrete is offered for supply under Australian Standard Specification AS1379.
- 15.2 Resourceco is not liable for any defect in the Concrete if:
15.2.1 water is added to the Concrete before the Pour on the request of the Customer without the approval of a Resourceco representative;
15.2.2 water is added to the Concrete after the Pour;
15.2.3 any admixture is used in the Concrete at the Customer's request;
15.2.4 the defect is due to:
(a) faulty handling, placing or curing of the Concrete by the Customer or its agent; and
(b) faulty or defective job practice by the Customer or its agent or subcontractor.
- 15.3 The Customer may test the Concrete prior to the Pour and at the Customer's cost. Resourceco will not be responsible for any liability incurred by the Customer for any noncompliance by the Customer with respect to this clause.
- 15.4 Resourceco will not recognise test results from the Customer with respect to the Concrete unless it is:
15.4.1 sampled at the Site; and
15.4.2 tested in accordance with Australian Standard Specification AS1012.

16. Supply

- 16.1 The minimum amount of Concrete the Customer may order is 0.4 cubic metres however cartage will be calculated on a minimum load size of 3 cubic metres.
- 16.2 Resourceco is only responsible for delivering the Concrete to the kerbside of the Site. If it is necessary for any delivery vehicle to enter private or public property to effect delivery, the Customer will:

- 16.2.1 provide a safe and adequate access and egress to that property; and
16.2.2 accept liability for any resulting damage or injury to persons or property.

16.3 The Customer agrees to pay for;

- 16.3.1 all Concrete on order ; and
16.3.2 all reasonable costs incurred by Resourceco for any non-acceptance of the Concrete ordered by the Customer including cartage, handling and disposal costs.

- 16.4 The Customer must supply a representative to the Site for the purpose of confirming the receipt of the Concrete. The Customer will be liable for all costs incurred by Resourceco for any noncompliance with this clause.

17. Concrete Warranty

Resourceco warrants that the Concrete will comply with the Specifications.

Transport Specific Clauses

The following clauses specifically relate to the supply of Transport by Resourceco.

18. Risk of Material

- 18.1 Resourceco at no time takes or accepts any ownership of or responsibility for the Material. All risk and liability in and attaching to the Material remains with the Customer at all times.
- 18.2 The Customer is responsible for all extra costs and risks incurred by Resourceco and for any and all damage sustained by Resourceco in reliance on the information and specifications provided by the Customer.
- 18.3 Where Resourceco collects Material from the Customer, or delivers Material to the Customer (as appropriate), the Customer warrants that it is the owner of the Material or is authorised and entitled to request the Transport in relation to the Material.
- 18.4 The Customer must immediately notify Resourceco of any actual or attempted ownership claim or levy of execution by third parties concerning the Material.
- 18.5 The Customer is responsible for satisfying itself as to the quality and type of Material (and for raising any concerns with Resourceco) prior to the collection of the Material from the Customer, or prior to the delivery of the Material to the Customer (as appropriate).
- 18.6 The Customer must comply with all relevant State or Territory legislation and guidelines (as applicable) regarding sampling and/or classifying of the Material for transport, supply, disposal and re-use.

19. Logistics Equipment

The Customer must:

- 19.1 not make any claim against Resourceco, its officers, servants or agents in respect of any damage, injury or loss to any persons using the Equipment;
19.2 provide equipment for loading and unloading of Material unless Resourceco provides otherwise in writing;
19.3 not move the Equipment from the Site without the prior written consent of Resourceco.

20. Site Requirements

- 20.1 This clause 20 applies if the Site is not a Premises.
- 20.2 The Customer must provide on-site supervisors and manage the Site and the provision of the Transport ('**Supervisors**'). If required by legislation, the Customer must provide Resourceco with site specific induction.
- 20.3 The Customer must ensure that all of its Supervisors are appropriately trained and experienced to manage and control the Site and to direct the Transport being provided by Resourceco.
- 20.4 At no time does Resourceco take or accept any ownership of or responsibility for the Site. All risk and liability in and relating to the Site remains with the Customer at all times.
- 20.5 The Transport is provided under the control, supervision and direction of the Customer. Resourceco is not obliged to follow any unreasonable or unlawful direction of the Customer, or any direction which may pose a risk to property or persons being used in connection with the Transport.

- 20.6 Unless otherwise specified, the Customer is responsible for directing Resourceco at the Site, and for the safe loading and unloading of the Material.
- 20.7 The Customer must ensure and warrants that the Site specified for the removal and/or disposal of the Material and the provision of the Transport meets with all applicable occupational health and safety legislation and guidelines.
- 20.8 The Customer must not direct the Material to be carried in a manner that exceeds statutory transport limits and road rules.
- 20.9 The Customer must pay for the costs incurred by Resourceco incurred in connection with the use of any weighbridges.
- 20.10 The Customer is responsible at all times for maintaining the safety and cleanliness of the Site and its access roads, including the removal of mud and debris.
- 20.11 The Customer must make all enquiries and notify Resourceco as to the existence and location of any overhead and underground cables, pipes and/or other subterranean services and utilities at the Site and the Customer agrees to indemnify Resourceco against all costs, claims, damage, fines, expenses and loss suffered by Resourceco as a result of the Customer's failure to so enquire and notify Resourceco.

21. Investigations

- 21.1 If requested by Resourceco, the Customer must conduct a preliminary Site investigation (**'Investigation'**) and provide the results to Resourceco. The Investigation may include, but is not limited to:
 - 21.1.1 preparing or obtaining investigation reports for the Site;
 - 21.1.2 preparing or obtaining soil reports and Material condition reports;
 - 21.1.3 supplying history of the Site and the Material;
 - 21.1.4 preparing or obtaining sampling and analytical results or other technical reports of contaminants or potential contaminants and other constituent matter in the Material.
- 21.2 The Customer acknowledges that Resourceco may rely on the information obtained from the Investigation. The Customer agrees to indemnify and keep Resourceco harmless from all costs, claims, damage, fines, expenses and loss suffered by Resourceco as a result of incorrect or incomplete information obtained from the Investigation.

22. Licence to enter

The Customer grants to Resourceco an irrevocable licence to enter upon the Site at any time for the purpose of removing any equipment of Resourceco or its subcontractors.

23. Waiting time

- 23.1 Any period or date for completion of the Transport stated by Resourceco is intended as an estimate only and is not a contractual commitment. Resourceco will use reasonable endeavours to meet any estimated dates for completion of the Transport. Resourceco is not liable for any delay in completing the Transport.
- 23.2 The Customer agrees that Resourceco may determine in its absolute discretion the route for cartage of the Materials, and the method of handling the Material (at any point where it must handle the Material).
- 23.3 The Customer must pay Resourceco the Waiting Time Fee if:
 - 23.3.1 Resourceco experiences a delay of at least 30 minutes in performing the Transport, unless such delay is due to materially inclement weather; or
 - 23.3.2 the Customer has not provided Resourceco at least one hour prior notice to the estimated commencement time for the provision of the Transport that a delay will occur to the commencement of the provision of Transport.
- 23.4 The Waiting Time Fee will not substitute the responsibility of the Customer to pay a minimum hire where a minimum hire charge is applicable at the full hourly hire rate.

PPSA Clauses

The following clauses specifically relate to the purchase of Products from Resourceco.

24. PPSA

- 24.1 The PPSA applies to these Terms and Conditions and the terms attaches, collateral, financing change statement, financing statement, perfected and personal property as used in clause 24 have the meaning given to them in the PPSA.
- 24.2 The Customer must:
 - 24.2.1 do anything (including making amendments to these Terms and Conditions or executing a new security document) for the purpose of:
 - (a) ensuring a Security Interest created under these Terms and Conditions, attaches to the collateral intended to be covered by that Security Interest, the Security Interest is enforceable, perfected, maintained and otherwise effective, and any Security Interest created under these Terms and Conditions has the priority contemplated by these Terms and Conditions;
 - (b) enabling Resourceco to prepare and register a financing statement or financing change statement if Resourceco deems necessary;
 - (c) enabling Resourceco to exercise any of its powers in connection with any Security Interest created under or provided by these Terms and Conditions; and
 - 24.2.2 provide information requested by Resourceco to enable Resourceco to exercise any of its powers or perform its obligations under the PPSA.
- 24.3 A Security Interest arises under these Terms and Conditions in all present and future Products supplied by Resourceco to the Customer and all proceeds of the sale of the Products in the form of a PMSI.
- 24.4 The Security Interest arising under this clause 24 attaches to the Products when the Products are collected by the Customer or dispatched from Resourceco's premises, not at any later time.
- 24.5 The Customer must not change its name (including but not limited to any entity name or trading name), its address or place of incorporation or any other details required to be contained in a financing statement under the PPSA without Resourceco's written consent.
- 24.6 Except if section 275(7) of the PPSA applies, Resourceco and the Customer agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available and the Customer agrees not to provide any authorisation for the disclosure of such information.
- 24.7 The Customer agrees that:
 - 24.7.1 Resourceco has no obligation to dispose of or retain personal property it seizes within a reasonable time under section 125 of the PPSA;
 - 24.7.2 it must not complain of damage, cost or inconvenience caused by Resourceco in taking apparent possession of personal property under section 126 of the PPSA;
 - 24.7.3 following default, the Customer has no rights to redeem personal property under section 142 of the PPSA; and
 - 24.7.4 it has no rights to reinstate these Terms and Conditions after default under section 143 of the PPSA.
- 24.8 The Customer waives its rights to receive:
 - 24.8.1 a notice of Resourceco's proposal to remove personal property which has become an accession under section 95 of the PPSA;
 - 24.8.2 a notice of Resourceco's proposal to exercise its rights with land law under section 118(1)(b) of the PPSA;
 - 24.8.3 a notice of Resourceco's action (arising under section 120(2) of the PPSA) in relation to an interest in collateral under section 121(4) of the PPSA;
 - 24.8.4 a notice of Resourceco's seizure of certain personal property under section 123(2) of the PPSA;

- 24.8.5 a notice of Resourceco's proposal to dispose of personal property under section 130 of the PPSA;
- 24.8.6 details of the amounts paid to other secured parties in a statement of account provided by Resourceco under section 132(3)(d) of the PPSA;
- 24.8.7 a statement of account under section 132(4) of the PPSA;
- 24.8.8 a notice of Resourceco's proposal to retain personal property under section 135 of the PPSA; and
- 24.8.9 a copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any Security Interest under, or provided for by these Terms and Conditions.

The Customer waives any rights it has to object to Resourceco's proposal to purchase personal property under section 129(2)(b) of the PPSA and object to Resourceco's proposal to retain personal property under section 134(2)(b) of the PPSA. Anything required by Resourceco to be done under this clause 24 must be done by the Customer at its expense. The Customer agrees to pay Resourceco's costs in connection with action taken by Resourceco in connection with this clause 24. The Customer undertakes to be responsible for the full costs incurred by Resourceco (including actual legal fees and disbursement on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA.

General Clauses

25. Force Majeure

Resourceco will not be responsible to the Customer under any circumstances for any breach of its obligations caused through factors beyond Resourceco's reasonable control including but not limited to acts of God, acts of any Government, war or other hostility, disaster, fire, explosion, power failure, strikes or lockouts or inability to obtain necessary services or supplies.

26. Assignment and termination

With reasonable notice to the Customer, Resourceco may terminate or assign any rights under a Contract.

27. Survival of terms

The termination or cessation otherwise of a Contract howsoever caused will be without prejudice to any obligations or rights of either party which have accrued prior to such termination or cessation and will not affect any provision of a Contract which is expressly or by implication provided to come into effect on or to continue in effect after such termination or cessation.