



Waste Agreement

Waste Agreement - General Terms and Conditions

1. Definitions and interpretation

- 1.1. Unless the contrary intention appears, these meanings apply:

Acceptable Waste has the meaning in clause 4.3.

Authorisation means an authorisation, registration, permit, approval or licence granted to Hanson by a Government Agency in connection with Hanson's ownership or operation of the Disposal Facility, or the disposal or receipt of Waste at the Disposal Facility.

Business Day means a day on which banks are open for general banking business in Melbourne, Victoria (not being a Saturday, Sunday or public holiday in that place).

Billing Period means each successive period of approximately two weeks (or part thereof) during the Term, with the first Billing Period commencing on the Commencement Date.

Claims means any claim, allegation, suit, action, demand or cause of action, proceeding or judgment of any kind arising in tort, contract, under statute or otherwise.

Commencement Date means the first day of delivery after the issue of these General terms and Conditions.

Customer means the user of the landfill services.

Customer Personnel means any of the Customer's employees, agents, contractors, Related Bodies Corporate and its Related Bodies Corporate's employees, agents and contractors.

Default Rate means 5% per annum above the 2 month Bank Bill Swap Mid Rate on the first day of that period (as made available to the public by ASX Benchmarks Pty Limited, or any other person who takes over the administration of that rate) or, if that rate is not available, another rate set by Hanson in good faith.

Disposal Facility is the Hanson Wollert Landfill.

Due Date has the meaning in clause 7.2.

Force Majeure Event means an event or circumstance which is beyond the reasonable control of Hanson and includes, but is not limited to, acts of God or any natural disaster, floods, fires, cyclones, earthquakes, storm, lightning, explosions, epidemics and pandemics and their effects (including orders from Government Agencies in connection with them), an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism, civil disorder or civil unrest, a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), the unavailability of essential utility services such as electricity, telecommunications, gas and water, raw material shortages and breakdown of plant, transport, or equipment.

Forms means Hanson's Waste Acceptance Profile Form, Prescribed Waste Acceptance Procedures, Analytical Summary Sheets, Nominated Vehicle Form, EPA Waste Transport Certificate, Application for Commercial Credit Account and any other forms that Hanson requires the Customer to complete as a condition of providing the Services.

GST has the meaning in clause 6.4.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Indemnified Person has the meaning in clause 10.4.

Industrial Waste has the meaning of that term in the Specific Laws and the Specific Regulations.

Loss means any loss, liability, cost (including legal costs on a solicitor/ client basis), damages, debt, charges or expenses of any kind.

Other Waste is defined in clause 4.6.

Other Waste Acceptance is defined in clause 4.6.

Other Waste Delivery Request is defined in clause 4.6.

Priority Waste has the meaning of that term in the Specific Laws and the Specific Regulations.

Prohibited Waste is defined in clause 10.1(b)(ii).

Recipient has the meaning in clause 6.4.

Related Body Corporate has the meaning in the *Corporations Act 2001 (Cth)*.

Reportable Priority Waste has the meaning of that terms in the Specific Laws and the Specific Regulations.

Specific Laws means the *Environment Protection Act 2017 (Vic)*.

Specific Regulations means the *Environment Protection Regulations 2021 (Vic)*.

Supplier has the meaning in clause 6.4.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) paid, payable or assessed as being payable by any Government Agency together with any fines, penalties and interest in connection with them.

Unauthorised Waste has the meaning in clause 4.12.

Waste includes solid inert waste, putrescible waste, Industrial Waste, Priority Waste and Reportable Priority Waste.

1.2. Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this agreement:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to this agreement includes the Details, these General Terms and Conditions, the Schedules and the Forms and a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement;
- (d) a reference to a document also includes any variation, replacement or novation of it;
- (e) the meaning of general words is not limited by specific examples introduced by

“including”, “for example”, “such as” or similar expressions;

- (f) a reference to “**person**” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (g) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) a reference to a time of day is a reference to Melbourne, Victoria time;
- (i) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (j) a reference to “**law**” includes common law, principles of equity and legislation (including regulations) and includes the Specific Laws and the Specific Regulations;
- (k) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (l) a reference to “**regulations**” includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations) and includes the Specific Regulations;
- (m) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (n) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;
- (o) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (p) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (q) if a party must do something under this agreement on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day; and
- (r) if the day on which a party must do something under this document is not a

Business Day, the party must do it on the next Business Day.

2. Term

This agreement continues unless terminated in accordance with this agreement.

3. Services

- 3.1. Prior to the commencement of the Services, the Customer must submit the completed Forms to Hanson. Hanson is not obliged to commence provision of the Services until such time as the completed Forms have been provided by the Customer to Hanson and Hanson has provided the Customer with a written notice that it agrees to commence provision of the Services.
- 3.2. Subject to clause 3.1 and in consideration for the Customer paying the Charges, during the Term, Hanson agrees to provide, and the Customer agrees to receive, the Services on the terms and conditions of this agreement.
- 3.3. The Customer may not deliver Waste to the Disposal Facility prior to receiving approval.
- 3.4. Hanson may subcontract the performance of the Services in whole or in part to any person.

4. Customer's Waste

- 4.1. The Customer must:
 - (a) declare all Waste it expects to deliver to the Disposal Facility in the Forms; and
 - (b) submit to Hanson all Waste samples requested by Hanson and/ or required by law.
- 4.2. The Customer consents to Hanson undertaking such inspection, analysis and/ or testing of the samples as Hanson considers appropriate to determine whether the Customer may use the Disposal Facility or receive the Services.
- 4.3. Hanson will notify the Customer in writing of the Waste it will accept at the Disposal Facility having regard to its obligations at law and under any Authorisation held by it ("**Acceptable Waste**").
- 4.4. The Customer must only deliver Acceptable Waste to the Disposal Facility.
- 4.5. Hanson may inspect, sample, analyse or test any Waste brought, or intended to be brought, to the Disposal Facility by or on behalf of the Customer before accepting delivery at any time. The cost of any analysis or testing required by Hanson in relation to the Waste will be paid by the Customer.

- 4.6. To deliver Waste other than Acceptable Waste ("**Other Waste**") to the Disposal Facility, the Customer must make a written request to Hanson no less than 5 Business Days prior to the day on which the Customer proposes to deliver the Other Waste ("**Other Waste Delivery Request**"). Hanson may consent to an Other Waste Delivery Request on such terms as it deems necessary ("**Other Waste Acceptance**").
- 4.7. The Customer must comply with all requirements of an Other Waste Acceptance.
- 4.8. If Hanson refuses an Other Waste Delivery Request or does not issue an Other Waste Acceptance, the Customer must not deliver the Other Waste to the Disposal Facility.
- 4.9. If documents, transportation papers or manifests are required by law and/ or Hanson to accompany the Waste to the Disposal Facility, the Customer must prepare all such documents in compliance with law and / or Hanson's requirements and provide them to Hanson with the delivery or at such other time as Hanson requires.
- 4.10. The Customer must immediately notify Hanson if it becomes aware, or reasonably believes, that Waste other than Acceptable Waste has been delivered to the Disposal Facility without Hanson's written consent.
- 4.11. Hanson may reject any Waste delivered to the Disposal Facility by the Customer at its discretion.
- 4.12. Hanson may refuse or revoke its acceptance of any Waste delivered (or to be delivered) by or on behalf of the Customer that is or includes Other Waste, Prohibited Waste or Waste which otherwise does not comply with the requirements of this agreement ("**Unauthorised Waste**"). An Unauthorised Waste delivery may be:
 - (a) if not delivered, cancelled; or
 - (b) if already delivered, at Hanson's absolute discretion:
 - (i) removed and returned by Hanson;
 - (ii) removed by Hanson and collected by the Customer without delay; or
 - (iii) removed and collected by the Customer without delay.
- 4.13. If Hanson cancels a delivery of Unauthorised Waste prior to delivery, the Customer must not deliver the Unauthorised Waste to the Disposal Facility.

- 4.14. The Customer must accept delivery of any Unauthorised Waste removed and / or returned by Hanson under clause 4.12 (or an equivalent quantity of Waste) at any premises owned or occupied by the Customer, (as applicable).
- 4.15. The Customer will be responsible for the costs of any excavation, transportation and removal of Unauthorised Waste (or an equivalent quantity of Waste) from the Disposal Facility and any fines, fees, expenses and/ or rectification works required at the Disposal Facility as a result of any Unauthorised Waste delivery.
- 4.16. Subject to compliance with this agreement by the Customer, title to all Acceptable Waste vests in Hanson upon acceptance by Hanson at the Disposal Facility.
- 4.17. Title to and liability for any Unauthorised Waste transported or delivered to the Disposal Facility (except where permitted in writing by Hanson) remains with the Customer (including all Waste removed, returned or collected under clauses 4.12 to 4.14).

5. Disposal Facility

- 5.1. The Customer may only access the Disposal Facility:
 - (a) for the purposes of Waste disposal; and
 - (b) during the posted hours of operation.
- 5.2. Hanson may vary the hours of operation of the Disposal Facility without notice.
- 5.3. If the Customer requires the Services during hours or on days when the Disposal Facility is not open or on public holidays, then Hanson may increase the Charges to incorporate its additional costs in providing the Services at such times.
- 5.4. The Customer will procure that, while at the Disposal Facility, its employees, agents and contractors comply with all directions and instructions of Hanson (including instructions in relation to location and manner of unloading Waste).
- 5.5. The Customer will procure that its employees, agents and contractors adopt safe systems of work at the Disposal Facility.

6. Charges

- 6.1. All Waste delivered by or on behalf of the Customer to the Disposal Facility will be weighed on Hanson's weighbridge located at the Disposal Facility.

- 6.2. The Customer will be charged and invoiced for each Billing Period:
 - (a) the quantity of Waste disposed of at the Disposal Facility multiplied by the relevant Waste Type Charge;
 - (b) adjustments for undercharging or overcharging;
 - (c) any disposal levy or other impost with respect to the disposal of Waste (whether existing or new); and
 - (d) any other charges permitted by this agreement.
- 6.3. The quantity of Waste disposed of at the Disposal Facility during a particular period will be determined solely by reference to Hanson's weighbridge records.
- 6.4. All Charges are exclusive of GST. If a goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth) ("**GST**"), is imposed on any supply made by a party ("**Supplier**") under or in connection with this agreement, then to the extent that any consideration payable or to be provided by the other party ("**Recipient**") to the Supplier under any other clause in this agreement for the supply is exclusive of GST, the Recipient must pay to the Supplier, in addition to that GST-exclusive consideration (and at the same time that the GST-exclusive consideration is payable), an additional amount for the supply calculated by multiplying the prevailing GST rate by the GST-exclusive consideration for the relevant supply, without any deduction or set-off.
- 6.5. Without limiting clause 6.7, Hanson may, from time to time, vary the Charges as a result of:
 - (a) any charges, levies, fees, costs or other amounts imposed by a Government Agency or by law from time to time; and
 - (b) any other event or circumstance which results in an increase in the cost to Hanson of providing the Services.
- 6.6. Any variations to Charges by Hanson under clause 6.5:
 - (a) will commence from the date determined by Hanson;
 - (b) may be made retrospectively; and
 - (c) must be notified to the Customer as soon as practicable after determination.

7. Invoicing

- 7.1. Hanson will invoice the Customer for the Charges and any other amounts payable by it under this agreement for a Billing Period.
- 7.2. The Customer must pay the Charges and other amounts specified in the invoice referred to in clause 7.1, including GST, in full within 30 days of the issue date of the invoice ("**Due Date**") without set off or counterclaim.
- 7.3. If Hanson's invoice is not paid by the Due Date, Hanson will (in addition to any other remedies) charge interest which accrues daily on all unpaid moneys at the Default Rate for as long as the relevant amounts remain unpaid. The Customer must pay the interest in addition to amounts invoiced under clause 7.1 and on demand by Hanson.

8. Suspension

If the Customer does not comply with this agreement (including making any payments to Hanson by the date required under this agreement (including the Due Date)), Hanson may cease or suspend provision of any Services until the Customer complies, or remedies its non-compliance to Hanson's reasonable satisfaction.

9. Force majeure

If a Force Majeure Event occurs which impacts on or prevents or restricts Hanson from performing its obligations under this agreement (including providing the Services):

- (a) Hanson will give the Customer a written notice setting out the details of the Force Majeure Event, the likely duration and the obligations of Hanson which are impacted, prevented or restricted ("**Affected Obligations**");
- (b) from the date of the written notice referred to in paragraph (a) until cessation of the Force Majeure Event and its impacts on Hanson, the Affected Obligations are suspended without liability;
- (c) on the cessation of the Force Majeure Event and its impacts on Hanson, Hanson must:
 - (i) give written notice to the Customer; and
 - (ii) resume performance of the obligations suspended as a result of the Force Majeure Event; and
- (d) a party may terminate this agreement by written notice to the other party if the

Force Majeure Event is still subsisting 90 days after the date that Hanson provides its written notice referred to in paragraph (a).

10. Warranties and indemnities

- 10.1. The Customer warrants and represents to Hanson that:
 - (a) it has unencumbered title to the Waste delivered by or on behalf of the Customer to Hanson at the Disposal Facility;
 - (b) the Acceptable Waste will not contain:
 - (i) any substance the handling, transport, storage or disposal of which is controlled or prohibited by any law or which is otherwise excluded by Hanson by notice in writing to Customer; or
 - (ii) waste which is prohibited by law from being disposed of, or received, at the Disposal Facility including but not limited to any prescribed industrial waste, liquids, grease trap wastes and used oil filters ("**Prohibited Waste**");
 - (c) the Waste delivered by or on behalf of the Customer to Hanson to the Disposal Facility will consist entirely of Acceptable Waste (unless the subject of an Other Waste Acceptance) and will have the components and characteristics meeting the exact description in the Forms and in any samples provided by the Customer;
 - (d) any Other Waste delivered to a Disposal Facility will conform exactly to the specifications set out in an Other Waste Delivery Request and will have the components and characteristics of any samples provided by the Customer; and
 - (e) any Waste samples provided by the Customer will be a true and correct representation of the exact composition of the Waste for which the Customer has requested the Services.
- 10.2. Each warranty set out in clause 10.1 is made by the Customer on commencement and is repeated by the Customer at each delivery of Waste to the Disposal Facility.
- 10.3. Hanson warrants and represents to the Customer that it has all necessary authorisations from Government Agencies to operate the Disposal Facility and provide the Services in accordance with this deed.

- 10.4. The Customer indemnifies Hanson and each of its employees, agents and contractors (each (including Hanson) an “**Indemnified Person**”) against, and agrees to reimburse and compensate each Indemnified Person for, all Claims and Loss suffered or incurred by the Indemnified Person arising out of any:
- (a) breach of any warranty and representation under clause 10.1 by the Customer or any Customer Personnel;
 - (b) breach of this agreement by the Customer or any Customer Personnel;
 - (c) violation of any law committed, caused or contributed to by the Customer or any Customer Personnel;
 - (e) delivery of any Unauthorised Waste to the Disposal Facility;
 - (f) incorrect Waste type declaration or categorisation by the Customer or any Customer Personnel and any incorrect information contained in any Forms provided by the Customer or any of the Customer Personnel to any Indemnified Person;
 - (f) act or omission by the Customer or any Customer Personnel which causes an Indemnified Person to breach any law or any Authorisation;
 - (g) injury or death to persons, loss or damage to property or contamination of or adverse effect upon the environment or the Disposal Facility caused by or in connection with the delivery or unloading of Waste (including Unauthorised Waste and Prohibited Waste) at the Disposal Facility by the Customer or any Customer Personnel; and
 - (h) negligent or fraudulent act or omission by the Customer or any Customer Personnel.

11. Limitations on liability

- 11.1. The Customer agrees that to the extent permitted by law, the Indemnified Persons are not liable to the Customer or any Customer Personnel for, and the Customer releases (and must procure that the Customer Personnel release) the Indemnified Persons from:
- (a) all and any Claims and Loss;
 - (b) any injury or death sustained or incurred by any person, or loss of or damage to property,

resulting directly or indirectly out of or in connection with the Waste delivered to Hanson by or on behalf of the Customer under this agreement.

- 11.2. To the extent permitted by law, any term, condition or warranty in respect of the Services, whether implied by statute, trade usage, common law, custom or otherwise, is excluded.
- 11.3. Notwithstanding any provision of this agreement, the Customer acknowledges and agrees that the Indemnified Persons will not be liable for any of the following that is suffered or incurred by the Customer or any Customer Personnel:
- (a) indirect or consequential loss, liability, damages, costs, charges and expenses;
 - (b) loss of profits, loss of business opportunity or loss of reputation; or
 - (c) special or exemplary damages.

12. Termination

- 12.1. Without limiting its other remedies under this agreement or at law, a party may terminate this agreement immediately by notice in writing to the other party if:
- (a) the other party becomes bankrupt, insolvent or enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer; or
 - (b) the other party breaches this agreement and the breach is either incapable of remedy or not remedied within 10 days of the first party's written notice to do so; or
 - (c) the Disposal Facility has reached its full capacity, Hanson closes the Disposal Facility or Hanson ceases to accept Waste at the Disposal Facility.
- 12.2. Hanson may terminate this agreement immediately by notice in writing to the Customer if the Customer fails to pay 2 consecutive invoices, or 3 invoices over any 6 month period, by the Due Date, or fails to make interest payments required to be paid under this agreement.

12.3. The parties acknowledge and agree that when a notice of termination under clause 12.1 or 12.2 is delivered to the relevant party:

- (a) all moneys owing by the Customer to Hanson under this agreement become immediately due and payable;
- (b) title to Waste for which payment has not been made by the Customer, will remain with, or revert to, the Customer, as the case may be, and the Customer shall be responsible for the costs of excavation, transport and removal of the Waste from the Disposal Facility; and
- (c) the Customer must accept return (at the Customer's expense) of the unpaid Waste (or an equivalent quantity of Waste) at any premises owned or occupied by the Customer.

13. General

13.1. If a dispute arises between the parties in connection with this agreement, the parties undertake in good faith to use all reasonable endeavours to settle the dispute by way of good faith negotiation (including escalating the dispute to executive level).

13.2. Notices under this agreement must be in English, in legible writing and be posted, faxed or emailed to the address, fax number or email address of a party as set out in the Details and signed or sent by the party or, where the sender is a company, by an authorised officer of the sender.

13.3. The Customer may not assign, novate or otherwise transfers its rights or obligations under this agreement without Hanson's prior written consent. Hanson may assign, novate and otherwise transfers its rights and obligations under this agreement at any time without the Customer's consent.

13.4. Except as required by law, a party must not disclose to any person without the other party's prior written consent, the existence of, or details in, this agreement or any other confidential information disclosed by a party to another party under this agreement.

13.5. A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound

13.6. Unless this agreement expressly states otherwise, Hanson may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection

with this agreement in its absolute discretion (including by imposing conditions).

13.7. Unless this agreement expressly states otherwise, if Hanson does not exercise a right, power or remedy in connection with this agreement fully or at a given time, it may still exercise it later.

13.8. Any indemnity, reimbursement or similar obligation in this agreement:

- (a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this agreement, any settlement or any other thing;
- (b) is independent of any other obligations under this agreement; and
- (c) continues after this agreement, or any obligation arising under it, ends.

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity in connection with this agreement.

13.9. Any present or future law which operates to vary the obligations of Hanson in connection with this agreement with the result that Hanson's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

13.10. NOT USED.

13.11. This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

13.12. The parties agree to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed), which another party asks and considers necessary to:

- (a) bind the parties and any other person intended to be bound under this agreement; or
- (b) show whether the parties are complying with this agreement.

13.13. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it.

13.14. This agreement is governed by the laws of Victoria, Australia. The parties agree to submit to the non-exclusive jurisdiction of the Courts of that place and the Courts of Appeal from the

