

## Terms and Conditions

**We, us, our** means Legacy Solutions Group Pty Ltd or its related entities, (Legacy gypsum, Legacy Reclaimed Plastics, Legacy Organics, Legacy Park Resource Recovery Centre)

### 1. Acceptance of Conditions and Quotations

(a) All quotations, dockets or credit applications issued, and any order for the Services which is accepted, by Legacy Solutions Group Pty Ltd and its related entities are subject to these Terms and any other terms which are agreed to in writing by the parties.

(b) The Terms are to the exclusion of any previous dealings between Legacy Solutions Group Pty Ltd and the Customer or the imposition of additional or alternative terms and conditions by the Customer. Any terms and conditions proposed, published or sent by the Customer to Legacy Solutions Group Pty Ltd or otherwise referred to in any document or material provided by the Customer to Legacy Solutions Group Pty Ltd (including any terms and conditions published on any website or contained in any online ordering process, whether or not acknowledged by Legacy Solutions Group Pty Ltd):

(i) do not form part of (and are expressly excluded from) these Terms;

(ii) do not apply to or bind Legacy Solutions Group Pty Ltd; and

(iii) are, as between Legacy Solutions Group Pty Ltd and the Customer, void and unenforceable,

irrespective of whether and whenever such terms and conditions were proposed, published or sent (or referred to in any document or material provided) by the Customer.

(c) To the extent of any inconsistency between these Terms and:

(i) any quotations, dockets or credit applications issued, or any order for Services which is accepted, by Legacy Solutions Group Pty Ltd; or

(ii) any documentation or terms and conditions issued by the Customer which purport to apply to the Services,

these Terms will prevail.

(d) A quotation issued by Legacy Solutions Group Pty Ltd or its related entities is not a binding offer to sell. Legacy Solutions Group Pty Ltd may withdraw, revoke or vary a written quotation at any time prior to Legacy Solutions Group Pty Ltd accepting an order in response to that quotation.

(e) Legacy Solutions Group Pty Ltd reserves the right to accept or decline, in whole or in part, any order for the Services placed by the Customer.

### 2. Charge and Payment

(a) Subject to these Terms, the Charges for the Services will be as agreed between Legacy Solutions Group Pty Ltd and the Customer at the time of Legacy Solutions Group Pty Ltd's acceptance of the Customer's order.

(b) The Charges for the Services specified by Legacy Solutions Group Pty Ltd in any quotation:

- (i) will remain valid for a period of 14 days unless otherwise specified; and
- (ii) is subject to any other conditions specified in the quotation.

(c) The Customer must pay Legacy Solutions Group Pty Ltd the Charges for the Services (including any additional or other charges charged to the Customer in accordance with the Terms) by the due date specified in the relevant invoice. Legacy Solutions Group Pty Ltd reserves the right to charge a Customer's nominated credit card or directly debit the Customer's nominated bank account in relation to any additional or other charges invoiced to the Customer.

(d) The Charges for the Services include all taxes and levies.

(e) Subject to clauses 2(f) and 2(g), Legacy Solutions Group Pty Ltd may increase its Charges during the term of the Terms in its absolute discretion (for such reasons including, but not limited to, increased operation costs, changes in disposal fees, changes to disposal facility locations, increased government charges, taxes and/or levies, the introduction of new taxes, government charges and/or levies, changes in the Customer's address or any Change in Law), by providing the Customer with 30 days' written notice of such increase to its Charges (**Charge Notice**).

(f) If Charges are increased under clause 2(e), the new Charges (as set out in the Charge Notice) will be deemed to have been accepted by the Customer and will become effective fourteen (14) days after the date that Legacy Solutions Group Pty Ltd delivers the Charge Notice to the Customer, unless the Customer elects to terminate the Terms by delivering written notice to Legacy Solutions Group Pty Ltd (**Charge Termination Notice**) before the increased Charges become effective.

(g) If a Charge Termination Notice is delivered Legacy Solutions Group Pty Ltd in accordance with clause 2(f), the increase in Charges contemplated by the Charge Notice will not take effect in relation to the Terms and the Terms will terminate on the earlier of:

- (i) 14 days after the date that the Charge Termination Notice was delivered to Legacy Solutions Group Pty Ltd;  
or
- (ii) any other date prescribed by Legacy Solutions Group Pty Ltd (acting reasonably).

(h) The Customer acknowledges that:

- (i) If the Customer fails to pay amounts invoiced on the due date, then Legacy Solutions Group Pty Ltd will have the right to charge interest which shall accrue daily at the Prescribed Rate; and
- (ii) the Services may be suspended by Legacy Solutions Group Pty Ltd if payment is not received or the Customer is otherwise in arrears of its payment obligations under the Terms.

### **3. Performance of Services by Legacy Solutions Group Pty Ltd**

(a) Subject to the Terms, Legacy Solutions Group Pty Ltd will provide the Services contemplated in the quotation issued by Legacy Solutions Group Pty Ltd or any order accepted by Legacy Solutions Group Pty Ltd.

(b) The Customer acknowledges that:

(i) Legacy Solutions Group Pty Ltd shall use its reasonable endeavours to provide the Services at the Legacy Solutions Group Pty Ltd Disposal Sites during the Legacy Solutions Group Pty Ltd Disposal Site Opening Hours;

(ii) Legacy Solutions Group Pty Ltd may inspect, sample, test and analyse any Waste which the Customer intends to dispose or disposes and Legacy Solutions Group Pty Ltd is not obliged to accept, transport and/or dispose of that Waste if that Waste:

(A) is not Waste and/or constitutes Excluded Waste; or

(B) is not delivered in accordance with the Terms.

(iii) if the Customer wishes to dispose of Excluded Waste, Legacy Solutions Group Pty Ltd may offer to accept receipt of the Excluded Waste or part of the Excluded Waste at a Legacy Solutions Group Pty Ltd Disposal Site nominated by Legacy Solutions Group Pty Ltd and at a separate rate advised by Legacy Solutions Group Pty Ltd to the Customer.

(c) Legacy Solutions Group Pty Ltd is not obliged to perform the Services in the event that:

(i) a Legacy Solutions Group Pty Ltd Disposal Site is closed or ceases or limits operations (whether temporarily or permanently) to:

(A) comply with any Law, including without limitation and for the avoidance of doubt) any condition of any applicable environment protection licence or development approval;

(B) undertake any building, development or remedial works or other improvements; or

(C) do any other thing that Legacy Solutions Group Pty Ltd considers reasonably necessary; or

(ii) Legacy Solutions Group Pty Ltd or a Related Body Corporate of Legacy Solutions Group Pty Ltd ceases to have possession or effective control of the relevant Legacy Solutions Group Pty Ltd Disposal Site.

#### **4. Customer Obligations**

The Customer agrees to:

(a) incur the cost of the transport of Waste to the Legacy Solutions Group Pty Ltd Disposal Sites;

(b) deliver Waste in accordance with the Waste Acceptance Criteria and if the Customer does not comply with this clause, then Legacy Solutions Group Pty Ltd may charge the Customer its reasonable costs for the reloading and removal of the Non-Compliant Waste;

(c) promptly provide to Legacy Solutions Group Pty Ltd all information and documents requested by Legacy Solutions Group Pty Ltd relating to the Waste, including the source of the Waste, weight of the Waste, confirmation of compliance with applicable laws and a waste classification report (if required) (in the form required by Legacy Solutions Group Pty Ltd);

(d) when at a Legacy Solutions Group Pty Ltd Resource Recovery Centre, comply with all directions, requirements and instructions of Legacy Solutions Group Pty Ltd, its agents, employees and subcontractors;

(e) abide by all applicable Law in respect of the Waste; and

(f) comply with all reasonable directions of Legacy Solutions Group Pty Ltd in respect of the Waste (including in relation to the loading, transporting and delivery of the Waste).

## **5. Processing, Ownership and Delivery of Waste**

### **5.1 Weighing Dockets**

Legacy Solutions Group Pty Ltd shall ensure that each load of Waste delivered to and accepted by Legacy Solutions Group Pty Ltd at a Legacy Solutions Group Pty Ltd Disposal Site is weighed at the weighbridge and a Weighbridge Docket is provided to the driver who delivered the load of Waste (or to the Customer within a reasonable time after the driver delivers the load of Waste).

### **5.2 Determining weight of Waste**

(a) The Net Weight of the Waste delivered and disposed of at a Legacy Solutions Group Pty Ltd Resource Recovery Centre shall be determined in accordance with the weighbridge procedures.

(b) Legacy Solutions Group Pty Ltd shall within a reasonable time inform the driver or Customer of the Gross Weight, Tare Weight, Net Weight and cubic metres (if applicable) of the load and hand to the driver or provide to the Customer a docket (**Weighbridge Docket**) evidencing each of the Gross Weight, Tare Weight, Net Weight and cubic metres (if applicable) of the load.

## **6. Liability and Indemnity**

To the maximum extent permitted by law:

(i) the Customer will indemnify Legacy Solutions Group Pty Ltd for:

(A) all liabilities, claims, damages, actions, costs and expenses which may be incurred by Legacy Solutions Group Pty Ltd as a result of or arising out of any breach by the Customer of any of the terms, warranties, covenants or conditions contained in the Terms;

(B) any loss or damage to Legacy Solutions Group Pty Ltd's property occasioned as a result of an act or omission of the Customer or its Personnel,

although the Customer's liability to indemnify Legacy Solutions Group Pty Ltd is reduced proportionally to the extent that an act or omission of Legacy Solutions Group Pty Ltd caused or contributed to the claim, damage, loss, liability, cost or expense.

(ii) Legacy Solutions Group Pty Ltd will not be liable to the Customer (whether in contract, statute, tort (including negligence) or otherwise) for any consequential loss (including loss of use, opportunity, profit or anticipated profit, revenue or anticipated revenue, investment return, interruption to the business, business opportunities and damage to goodwill, reputation or share price or failure to realise anticipated savings (whether the loss is direct or indirect)), or loss caused by (or to the extent contributed to by) the Customer or people associated with the Customer such as employees, contractors or the Customer's clients.

(iii) any warranty, guarantee, condition, representation, undertaking or other right that would be implied in or otherwise required in connection with the Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

**7. Confidentiality and Privacy**

(a) Each party must:

(i) strictly maintain the confidentiality of the other party's Confidential Information and only use it for the purposes of this agreement; and

(ii) only disclose Confidential Information of the other party to its Personnel (including those of its Related Bodies Corporate) who need to know for the purpose of exercising rights and obligations in relation to an Order and who are subject to confidentiality obligations in relation to that information. These confidentiality obligations do not apply to information that is required to be disclosed by law or the rules of a publicly recognised stock exchange.

(b) Legacy Solutions Group Pty Ltd and its related entities are committed to the protection of personal information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth). Information collected as part of entering into, and the performance of, the Terms will be collected, used and disclosed in accordance with Legacy Solutions Group Pty Ltd's privacy policy available at [www.legacysolutionsgroup.com.au](http://www.legacysolutionsgroup.com.au)

**8. Waste**

If required by law, we are your agent with respect to collecting, transporting, receiving and disposing of the waste. You warrant to us that the waste materials to be collected and/or disposed of by us: corresponds to the Waste Type and/or description indicated overleaf; is waste generated by you; is what you tell us it is; it excludes radioactive waste; and unless we have expressly agreed otherwise in writing, it excludes highly flammable, explosive, biochemical, asbestos or other substances which we have specified or may hereafter specify to you. Title to all waste material in your possession and control which is collected and/or disposed of, other than the excluded waste referred to in this clause, will vest with us when loaded into our vehicles/machinery. Title to and liability for waste materials excluded from or not compliant with this Agreement will remain with you and you agree to indemnify, defend and hold us harmless against all liabilities, loss, damage and claims arising out of the breach of this clause. Any waste that does not comply with this clause may incur additional Fees and we may refuse to handle or remove the material at our discretion.

**9. Force Majeure**

In the event that any circumstances beyond our reasonable control (including without limitation climatic conditions, a strike, lockout, industrial dispute or shortage of materials) prevent us from being able to perform an obligation under this Agreement, this Agreement may be suspended by us. In such circumstances you are precluded from making a claim against us.

**10. Fees and variations**

We will charge you the Fees.

We may adjust the Fees at any time to pass on increases to Disposal Rates, fuel costs or in the event that a Change in Law results in an increased cost to us in providing the Services. We will provide you written notice of any Fee adjustment. We will provide you with further information in relation to the Fee adjustment upon request.