



Cleanway Group Pty Ltd
ACN 645 125 766
Unit 1, 35 Bluett Drive
Smeaton Grange NSW 2567

Cleanway Environmental Services Melbourne Pty Ltd
ACN 169 901 393
43A Nathan Drive
Campbellfield VIC 3061

Envirochoice Industries Pty Limited
ACN 125 638 164
Unit 1, 35 Bluett Drive
Smeaton Grange NSW 2567

TRADING TERMS AND CONDITIONS

1. Evoro entities

- 1.1 In these Terms and Conditions, **Evoro** refers to each of the following entities:
- 1.1.1 Cleanway Group Pty Ltd ACN 645 125 766 trading as Evoro;
 - 1.1.2 Cleanway Environmental Services Melbourne Pty Ltd ACN 169 901 393 trading as Evoro - Melbourne; and
 - 1.1.3 Envirochoice Industries Pty Limited ACN 125 638 164 trading as Evoro – Industrial Services.
- 1.2 The Services, Goods and/or Hire Equipment referred to in these Terms and Conditions may be supplied to You by one or more of the above listed entities.
- 1.3 Where a supply of Services, Goods and/or Hire Equipment is made to You under these Terms and Conditions, You will be invoiced by the relevant entity listed above that has supplied the Services, Goods and/or Hire Equipment to You.

2. Application of Terms and Conditions

- 2.1 These Terms and Conditions apply to all Services, Goods and/or Hire Equipment supplied by Evoro to You from time to time.
- 2.2 You will be bound by these Terms and Conditions:
- 2.2.1 when You submit a Credit Application to Evoro; and/or
 - 2.2.2 when You accept a Quote provided by Evoro for Services, Goods and/or Hire Equipment; and/or
 - 2.2.3 on each occasion that You make a Service Request to Evoro.

3. Service Requests

- 3.1 To request Services, Goods and/or Hire Equipment from Evoro, You must provide Evoro with a Service Request. A Service Request may be provided by You to Evoro:
- 3.1.1 in writing via email;
 - 3.1.2 via verbal communication by Your authorised representative(s); and/or
 - 3.1.3 by any other reasonable method specified by Evoro from time to time.
- 3.2 Each Service Request will only be binding on both parties once accepted by Evoro. Evoro may accept a Service Request:
- 3.2.1 in writing via email;
 - 3.2.2 via verbal communication to Your authorised representative(s); and/or
 - 3.2.3 via any other method reasonably specified by Evoro from time to time.
- 3.3 Subject to clause 3.2, each Service Request will form a separate contract between the parties under these Terms and Conditions (each, a **Service Request Contract**).
- 3.4 The terms and conditions that apply to each Service Request Contract are:

- 3.4.1 these Terms and Conditions;
 - 3.4.2 if Evoro has agreed in writing to extend credit to You, the Credit Terms and Conditions;
 - 3.4.3 if applicable, any terms and conditions contained in any valid Quote applicable to the Service Request;
 - 3.4.4 the terms of the Service Request as agreed between the parties.
- 3.5 In the event of inconsistency between the terms and conditions mentioned in clause 3.4, the provisions in the terms and conditions apply in the order of precedence set out above to the extent of the inconsistency.
- 3.6 These Terms and Conditions:
- 3.6.1 commence in respect of each Service Request once the Service Request has been accepted by Evoro and a Service Request Contract has been formed in accordance with these Terms and Conditions; and
 - 3.6.2 end in respect of each Service Request Contract when the parties have fulfilled all of their obligations relating to that Service Request Contract, unless the Service Request Contract is terminated earlier in accordance with these Terms and Conditions.
- 3.7 Any delivery and/or fulfilment times and/or dates provided by Evoro to You in relation to a Service Request Contract are estimates only and are not contractual obligations of Evoro. Evoro will use reasonable endeavours to deliver and/or fulfil each Service Request Contract by the estimated times and/or dates provided, but Evoro will not be liable to You for any Liability You incur as a result of any delay in delivery and/or fulfilment.
- 3.8 A Service Request Contract that has been accepted by Evoro can only be cancelled or suspended:
- 3.8.1 by You where You make a written request for cancellation or suspension and the request is accepted by Evoro at its discretion; or
 - 3.8.2 by Evoro if Evoro is no longer able to supply any Services, Goods and/or Hire Equipment the subject of a Service Request Contract to You for reasons outside of its control, in which case Evoro will refund any amounts paid by You for unfulfilled Services, Good and/or Hire Equipment in respect of that Service Request Contract.

4. Fees and invoices

- 4.1 Subject to clause 4.2 and clause 4.3, the fees and charges applicable to the Services, Goods and/or Hire Equipment will be based on:
- 4.1.1 the fees and charges specified by Evoro in a valid Quote provided by Evoro and signed by You in respect of a Service Request Contract; or
 - 4.1.2 where there is no valid Quote in respect of a Service Request Contract, the fees and charges as notified by Evoro to You in writing at the time You make a Service Request; or
 - 4.1.3 if 4.1.2 does not apply, Evoro's then prevailing standard fees and charges applicable at the time You make a Service Request.
- 4.2 You acknowledge and agree that, notwithstanding any contrary information or description contained in a Service Request or Service Request Contract, all fees and charges



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will be calculated based on the actual nature, composition and volume of Waste collected, disposed of and/or treated by Evoro in connection with any Service Request Contract.

- 4.3 Without limiting any of Evoro's rights under these Terms and Conditions, Evoro may at any time notify You in writing (**Fee Increase Notice**) that it is increasing the fees and charges applicable to any Services, Goods and/or Hire Equipment that Evoro supplies to You from time to time, on any of the following basis:

- 4.3.1 bi-annually by the greater of 5% or the Consumer Price Index (All Groups – Weighted Average) published by the Australian Bureau of Statistics;
- 4.3.2 to reflect, on a pass through basis, any increases or changes in Evoro's operational costs;
- 4.3.3 to reflect, on a pass through basis, any increases to, or new, levy's payable or associated with the provision of the Services, Goods and/or Hire Equipment; and
- 4.3.4 otherwise, in Evoro's absolute discretion.

- 4.4 Evoro will notify you in the Fee Increase Notice:

- 4.4.1 of when the increase to fees and charges will take effect; and
- 4.4.2 whether the increase to fees and charges will apply to any existing but unfulfilled Service Request Contracts, in which case You will have the right to terminate the relevant Service Request Contracts by written notice to Evoro within 5 Business Days of receiving the Fee Increase Notice from Evoro if You do not accept the increase in fees and charges; or
- 4.4.3 that the increase in fees and charges will only apply to future Service Requests made by You.

- 4.5 Subject to clause 12.2, and unless Evoro has approved Your Credit Application, You must pay all invoices for Services, Goods and/or Hire Equipment within 14 days following the date of the invoice.

- 4.6 Subject to clause 12.2, if Evoro has approved Your Credit Application, You must pay all invoices for Services, Goods and/or Hire Equipment within the period of credit specified in Your Credit Application.

- 4.7 Payment of invoices may be made in cash, direct debit, bank cheque or credit card, or by any other method agreed with Evoro.

- 4.8 Evoro may charge You interest on any unpaid amount payable under these Terms and Conditions or any Service Request Contract at the Interest Rate from the due date until the date of payment. Interest accrues daily, may be capitalised by Evoro daily and is payable on demand.

- 4.9 You will also be liable to pay Evoro's reasonable costs and disbursements incurred in pursuing any recovery action, or any other Claim or remedy, against You, including reasonable debt recovery fees and legal costs in respect of any unpaid amounts payable by You to Evoro under these Terms and Conditions.

- 4.10 You must pay to Evoro any additional fees or charges that become payable by You to Evoro under the Terms and Conditions or any Service Request Contract on demand by Evoro.

5. GST

- 5.1 In this clause 5 words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act.
- 5.2 Except as otherwise provided by this clause, all consideration payable under a Service Request in relation to any supply is exclusive of GST.
- 5.3 If GST is payable in respect of any supply made by Evoro under a Service Request then, subject to clause 5.4, You will pay to Evoro an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply that is to be provided under the Service Request.
- 5.4 Evoro must provide a tax invoice to You before Evoro will be entitled to payment of the GST payable under clause 5.3.

6. Evoro's general obligations

- 6.1 Evoro will provide the Services:
 - 6.1.1 in accordance with the relevant Service Request for the Services;
 - 6.1.2 in a proper and workmanlike manner using reasonable care, skill and diligence; and
 - 6.1.3 in accordance with all applicable Laws.
- 6.2 In relation to Goods and/or Hire Equipment:
 - 6.2.1 the supply of Goods and/or Hire Equipment under a Service Request Contract accepted by Evoro remains subject to availability and if, for any reason, Goods and/or Hire Equipment are not available, Evoro reserves the right to cancel a Service Request Contract and will refund any amounts paid by You in respect of the Goods and/or Hire Equipment it was unable to supply under the Service Request Contract; and
 - 6.2.2 in the event You are unable to take delivery of any Goods and/or Hire Equipment as agreed between You and Evoro, Evoro may charge a reasonable fee for redelivery and/or storage of the Goods and/or Hire Equipment.

7. Customer's general obligations

- 7.1 You must ensure that Evoro has free and clear access to the location at which the Services, Goods and/or Hire Equipment will be provided and that each location is a safe working environment.
- 7.2 Subject to Law, You will be deemed to have accepted the Services, Goods and/or Hire Equipment in respect of a Service Request Contract unless You notify Evoro in writing of any deficiency within 2 Business Days of the completion of the Services and/or the delivery of the Goods and/or the Hire Equipment.

8. Collection and/or disposal of Waste

- 8.1 In respect of each Service Request Contract, if the Services involve collection and/or disposal of any Waste, You must:
 - 8.1.1 if requested by Evoro, complete and provide a Manifest in relation to the Waste;
 - 8.1.2 ensure that any Waste is consistent with the Waste (including the nature, composition and maximum



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- volume of Waste) described in the Manifest relevant to the Service Request Contract;
- 8.1.3 ensure that such Waste is not Non-Conforming Waste;
- 8.1.4 ensure that such Waste is consistent with any SDS and/or samples received and/or tested by Evoro prior to the provision of Services in connection with the Waste; and
- 8.1.5 unless otherwise agreed with Evoro, provide Waste Tracking Certificates on each occasion that Waste is moved from location to location in connection with a Service Request Contract.
- 8.2 If Evoro determines that the Waste is not consistent with the description contained in the Manifest, any Service Request Contract and/or is Non-Conforming Waste, then Evoro may (in its absolute discretion):
- 8.2.1 refuse to collect or dispose of the Waste;
- 8.2.2 return the Waste to You at Your cost within a reasonable period of collecting or receiving the Waste; or
- 8.2.3 charge You reasonable additional fees to provide Services in relation to the collection and/or disposal of that Waste.
- 8.3 You must ensure that any Waste to be collected and/or disposed of by Evoro is:
- 8.3.1 packaged or assembled, labelled and secured in accordance with Evoro's specifications and all applicable Laws; and
- 8.3.2 ready for collection at the start of any estimated timeframes discussed with Evoro in connection with a Service Request Contract.
- 8.4 If Evoro determines that the location at which the Waste is located is unsafe for collection and/or disposal by Evoro, Evoro may (in its absolute discretion) refuse to collect and/or dispose of the Waste and Evoro will not be liable to You for any Liability You incur in these circumstances.
- 8.5 In respect of each Service Request Contract, You:
- 8.5.1 irrevocably direct and authorise Evoro to provide the Services in respect of the Waste;
- 8.5.2 acknowledge that Evoro will determine how best to dispose of and/or process the Waste as part of the Services in its absolute discretion and that such disposal may include the permanent destruction of the Waste; and
- 8.5.3 acknowledge that once the Waste has been collected by Evoro, the Waste cannot and will not be returned to You under any circumstances unless clause 8.2.2 applies.

9. Compliance with Laws and safety obligations

- 9.1 You must comply in all respects with all applicable Laws (including, without limitation, all application environmental protection Laws) in respect of the Waste and the associated Services.
- 9.2 You must comply with all occupational health and safety Laws and regulations in relation to matters over which You have control in so far as relevant to the Services, Goods and/or Hire Equipment. You must at all times exercise all

necessary precautions relating to any and all occupational health and safety matters, in so far as relevant to the Services, Goods and/or Hire Equipment, and must comply with all reasonable directions provided by Evoro in relation to occupational health and safety from time to time.

- 9.3 You must provide Evoro with all information and documentation required by any relevant environmental protection agency or authority, another relevant authority or any other Laws relating to the Waste to enable Evoro to lawfully provide the Services at the location relevant to each Service Request Contract.

10. Purchase and Supply of Goods and/or Hire Equipment

- 10.1 If a Service Request Contract involves the supply of any Goods by Evoro to You, then:
- 10.1.1 risk in such Goods passes to You at the time the Goods are placed at the location relevant to the Service Request Contract; and
- 10.1.2 property in such Goods remains Evoro's property until You have paid all applicable fees and charges under the relevant Service Request Contract to Evoro in full.
- 10.2 Until You have paid all applicable fees and charges under the relevant Service Request Contract to Evoro in full:
- 10.2.1 You hold the Goods as a fiduciary bailee of Evoro;
- 10.2.2 You must store the Goods separately so that they are readily identifiable as Evoro's property;
- 10.2.3 You must not allow the Goods to become the subject of any Security Interest;
- 10.2.4 You must not allow the Goods to be moved without Evoro's prior written consent; and
- 10.2.5 You must not modify, tamper with, dismantle or repair the Goods without Evoro's prior written consent.
- 10.3 In a Service Request Contract involves the hire of Hire Equipment, then:
- 10.3.1 risk in the Hire Equipment passes to You at the time the Hire Equipment is placed at the location relevant to the Service Request Contract;
- 10.3.2 title in the Hire Equipment remains with Evoro at all times notwithstanding the delivery of the Hire Equipment to You, the possession and use of the Hire Equipment by You and/or the temporary attachment of the Hire Equipment to any land or buildings to facilitate the use of the Hire Equipment; and
- 10.3.3 You:
- (a) hold the Hire Equipment as fiduciary bailee of Evoro;
- (b) must not, and must not attempt to, sell or offer for sale, assign, mortgage, pledge, charge or encumber the Hire Equipment;
- (c) lend, lease, sub-lease, on-hire, part with possession of, or otherwise dispose of or deal with the Hire Equipment; or
- (d) conceal or alter the Hire Equipment or make any addition to the Hire Equipment.



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- 10.4 You acknowledge that pursuant to these Terms and Conditions, You grant to Evoro a Security Interest in the Security Property.
- 10.5 Evoro's Security Interest secures the payment and performance of all of Your obligations under the relevant Service Request Contract.
- 10.6 You consent to Evoro effecting a registration on the PPSR (in any manner Evoro considers appropriate) in relation to the Security Interest arising under or in connection with a Services Request Contract (including as a purchase money security interest) and You agree to provide all reasonable assistance required by Evoro to facilitate this.
- 10.7 You waive the right to receive a verification statement or a financing change statement under the PPSA unless the notice is required by the PPSA and cannot be excluded.
- 10.8 To the extent permitted by section 115 of the PPSA, the parties contract out of all of the provisions of Chapter 4 of the PPSA.

11. Privacy and Confidentiality

- 11.1 You acknowledge and agree that the collection, use and disclosure of any of Your Personal Information will be in accordance with Evoro's privacy policy, a copy of which can be found on Evoro's website at www.Evoro.com.au.
- 11.2 Each party must not disclose any confidential information about the other party without its prior written consent, unless required by Law to do so.

12. Breach and Termination

- 12.1 Either party (**Non-Defaulting Party**) may terminate some or all outstanding Service Request Contracts immediately by providing written notice to the other party (**Defaulting Party**) if:
- 12.1.1 the Defaulting Party breaches a material term of any Service Request Contract and the breach is not capable of remedy;
- 12.1.2 the Defaulting Party breaches a material term of any Service Request Contract and fails to remedy that breach within a reasonable period of time (which need not be more than 5 days) of being notified in writing by the Non-Defaulting Party; or
- 12.1.3 the Defaulting Party is the subject of an Insolvency Event.
- 12.2 If any Service Request Contracts are validly terminated, Evoro will provide You with any outstanding invoices relating to the Services, Goods and/or Hire Equipment the subject of those Service Request Contracts. Upon being invoiced by Evoro:
- 12.2.1 such amount(s) will be immediately due and payable by You; and
- 12.2.2 You must immediately pay any other amount outstanding and owing to Evoro under these Terms and Conditions.
- 12.3 Without limiting its rights under these Terms and Conditions, during any period that You are in material breach of any Service Request Contract, Evoro may, in respect of some or all Service Request Contracts:

- 12.3.1 suspend delivery of the Services, Goods and/or Hire Equipment to You; and/or
- 12.3.2 collect any Hire Equipment that is in Your possession or control,
- until such time as You have remedied the breach to the satisfaction of Evoro.
- 12.4 The termination of any Service Request Contracts does not affect any right of action or other remedy which You or Evoro has before termination in respect of any prior breaches of any Service Request Contracts, including any breach which is the ground of termination.
- 12.5 Evoro will not under any circumstance be liable to You for any Liability You incur as a result of Evoro validly exercising any of its rights under clause 12 of these Trading Terms and Conditions.
- 12.6 All of the rights and obligations of each party under a Service Request Contracts which are expressed to survive the end or termination a Service Request Contract, or which by their nature or context are intended to survive the end or termination of a Service Request Contract, will survive the end or termination of a Service Request Contract.

13. Warranties and Indemnity

- 13.1 You represent and warrant to Evoro, and repeat each representation and warranty in respect of each Service Request Contract, that:
- 13.1.1 any Waste to be collected or disposed of will be of the nature and composition described in the relevant Manifest and/or Service Request relating to that Waste;
- 13.1.2 the Waste the subject of a Service Request Contract will not contain any Non-Conforming Waste;
- 13.1.3 if You are a corporation, You are a registered company and have full power and authority to make a Service Request Contract and be bound by these Terms and Conditions; and
- 13.1.4 You are not the subject of an Insolvency Event.
- 13.2 You indemnify Evoro on demand from and against any Claim it may suffer or Liability it may incur arising directly or indirectly as a result of or in connection with:
- 13.2.1 any Waste not being of the nature or composition described in the relevant Manifest and/or Service Request Contract relating to that Waste, including any Non-Conforming Waste;
- 13.2.2 any damage to any Hire Equipment caused by You;
- 13.2.3 any personal injury, death, or damage to property, of any person arising in connection with:
- (a) the location at which Services are provided; and/or
- (b) any Waste or any Non-Conforming Waste;
- 13.2.4 any negligent or wilful act or omission by You or Your employees, agents or contractors; and
- 13.2.5 any warranty or representation made by You being incomplete, inaccurate, misleading or untrue;
- except to the extent such Claim or Liability is caused by any acts or omissions of Evoro, its employees, contractors or agents, or their negligence.



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14. Limitation of Liability

- 14.1 The Australian Consumer Law (as embodied in the *Competition and Consumer Act 2010* (Cth) and other State and Territory consumer protection acts) provides certain statutory guarantees in respect of consumer contracts, which cannot be excluded, restricted or modified.
- 14.2 If You are deemed to be a 'consumer' under The Australian Consumer Law, to the extent permitted by Law, if Evoro fails to comply with a guarantee applying under The Australian Consumer Law (or equivalent State based legislation), Evoro's liability is limited, at the discretion of Evoro, to:
- 14.2.1 in respect of Goods, the replacement of the Goods, the supply of equivalent Goods or the payment of the costs of replacing the Goods; or
 - 14.2.2 in respect of Services, the re-supply of the Services by Evoro or the cost of the re-supply of the Services.
- 14.3 Subject to clauses 14.1, 14.2 and 14.6, to the fullest extent permitted by Law, Evoro excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or availability of any statutory rights (including any implied representations, warranties, terms or conditions or any statutory guarantees) in respect of any Service Request Contract, the Services, the Goods and/or any Hire Equipment.
- 14.4 Subject to clauses 14.1, 14.2 and 14.6, neither party will be, in any circumstances, liable to the other party for any Consequential Loss under or in connection with these Terms and Conditions, any Service Request Contract, the Services, the Goods and/or any Hire Equipment.
- 14.5 To the fullest extent permitted by Law, and without limiting the application of the provisions of this clause 14, Evoro's total maximum liability to You for any Claims or Liability sustained, incurred or suffered by You (a **Customer Claim**) arising under or in connection with these Terms and Conditions and/or any Service Request Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited for all Customer Claims in aggregate to an amount equal to the total fees and charges paid by You to Evoro under the Service Request Contract(s) directly relevant to the Customer Claims.
- 14.6 Nothing in this clause 14 shall exclude or in any way limit:
- 14.6.1 Your liability to pay Evoro all fees and charge payable in respect of the Services, the Goods and/or any Hire Equipment under these Terms and Conditions and/or any Service Request Contract; or
 - 14.6.2 a party's liability for fraud or fraudulent representations;
 - 14.6.3 a party's liability for acts of wilful default or gross negligence; or
 - 14.6.4 a party's liability to the extent the same may not be excluded or limited as a matter of Law.

15. Assignment

- 15.1 Evoro may assign, licence or subcontract any of its rights and obligations under these Terms and Conditions and/or any Service Request Contract without obtaining Your prior consent, provided Evoro is satisfied on reasonable grounds that the assignee, licensee or subcontractor has the capacity to fulfil and comply with the relevant obligations.

- 15.2 You must not transfer (either by assignment or novation), allow a change in Control to occur to You, or otherwise deal with these Terms and Conditions and/or any Service Request Contract except with the prior written consent of Evoro, which consent must not be unreasonably withheld.

16. Updates to these Trading Terms and Conditions

- 16.1 Evoro may vary or amend any part of these Terms and Conditions at any time, by providing You with 14 days' written notice.
- 16.2 Any variations or amendments to these Terms and Conditions will not affect any Service Request Contracts that have been formed prior to the date that the amendments take effect.
- 16.3 By placing a Service Request after Evoro has notified You that these Terms and Conditions have been varied or amended, You confirm that you have read and accepted such varied or amended Terms and Conditions.

17. General

- 17.1 The relationship between You and Evoro in relation to these Terms and Conditions and any Service Request Contract is of independent contractor and principal. No partnership, joint venture or agency is created by these Terms and Conditions or any Service Request Contract.
- 17.2 Evoro will not be liable for any delay or failure to perform its obligations under these Terms and Conditions and/or any Service Request Contract if such delay is due to a Force Majeure Event provided that Evoro must use its reasonable endeavours to avoid and to remove such causes or non-performance. If a delay or failure to perform obligations is caused or anticipated due to a Force Majeure Event, Evoro's obligations under these Terms and Conditions will be suspended for the duration of the Force Majeure Event. If a Force Majeure Event subsists for 2 months or longer, You may terminate any Service Request Contract impacted by the Force Majeure Event by providing 14 days' written notice to Evoro.
- 17.3 These Terms and Conditions constitute the entire agreement between the parties about the subject matter contained in it.
- 17.4 If a provision of these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required by this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions.
- 17.5 A single or partial exercise or waiver of a right relating to these Terms and Conditions and/or any Service Request Contract does not prevent any other exercise of that right or the exercise of any other right. No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of the right.
- 17.6 These Terms and Conditions and each Service Request Contract is governed by the Law in the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that State.

18. Interpretation

- 18.1 In these Terms and Conditions, a reference to:



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- 18.1.1 a person or party includes a firm, partnership, joint venture, association or other corporate body;
- 18.1.2 a person or party includes the legal personal representatives, successors and assigns of that person;
- 18.1.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose power or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;
- 18.1.4 a reference to this or other documents includes the document as varied or replaced regardless of any change in the identity of the parties;
- 18.1.5 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form; and
- 18.1.6 headings are inserted for ease of reference only and do not affect the interpretation of this Contract.

18.2 If You consists of more than one person or body corporate, these Terms and Conditions binds each of You jointly and severally.

19. Definitions

In these Terms and Conditions, unless expressed or implied to the contrary:

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

Claims includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgements either at law or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

Control has the meaning given to that term in Section 50AA(1) of the *Corporations Act 2001 (Cth)*.

Consequential Loss:

- (a) means loss or damage which does not arise naturally, according to the usual course of things, from the relevant breach of contract or tortious duty or other relevant act or omission, whether or not that loss or damage may reasonably be supposed to have been in the contemplation of the parties, when they entered into these Terms and Conditions and/or any Service Request Contract, as the probable result of that breach, act or omission; and
- (b) without limiting clause (a) above, includes loss of profit, anticipated loss of profit, loss of revenue, loss of opportunity, loss of business or market share, loss of goodwill or reputation, wasted expenditure, loss of data and/or any statutory fine or penalty imposed on a party.

Credit Application means an application for credit submitted by You to Evoro in the form specified by Evoro.

Credit Terms and Conditions means Evoro's credit terms and conditions applicable to any Credit Application that You submitted to Evoro, which has been approved by Evoro.

Customer Claim has the meaning given in clause 14.5.

Defaulting Party has the meaning given in clause 12.1.

Evoro has the meaning given to that term in clause 1.1.

Fee Increase Notice has the meaning given to that term in clause 4.3.

Force Majeure Event includes any:

- (a) act of God or war, terrorism, riot, insurrection, vandalism or sabotage;
- (b) strike, lockout, ban, limitation of work or other industrial disturbance;
- (c) explosion, flood or fire;
- (d) law, rule or regulation of any government or government agency, and executive or administrative order or act of general or particular application;
- (e) power failure and computer, software or internet error or virus;
- (f) other event that is beyond the reasonable control of a party, was not caused by an act or omission of the party, and could not have been prevented, avoided, mitigated, remedied or overcome by the party taking steps a prudent and reasonable person would have taken in the circumstances.

Goods means any goods supplied by Evoro to You (whether now or in the future).

Hire Equipment means any equipment supplied by Evoro to You on a hire basis (whether now or in the future).

Insolvency Event means, in relation to a person, any of the following:

- (a) the person, being an individual, becomes bankrupt;
- (b) the person becomes insolvent;
- (c) the person assigns any of its property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;
- (e) the holder of a security interest takes possession of any assets of the person or exercises any power of sale;
- (f) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 30 days after being made; and
- (g) any event that is analogous or has a substantially similar effect to any of the events specified in this definition.

Interest Rate means 2% above the published business overdraft rate of the Commonwealth Bank of Australia from time to time.

Laws includes:

- (a) any law, statute, regulation, ordinance, by-law, order or proclamation,
- (b) the common law;
- (c) any applicable industry code or standard, in each case enforceable by law; and
- (d) any applicable direction, policy, rule or order given in writing by an authority or regulator, in each case enforceable by law.



Cleanway Group Pty Ltd
ACN 645 125 766
Unit 1, 35 Bluett Drive
Smeaton Grange NSW 2567

Cleanway Environmental Services Melbourne Pty Ltd
ACN 169 901 393
43A Nathan Drive
Campbellfield VIC 3061

Envirochoice Industries Pty Limited
ACN 125 638 164
Unit 1, 35 Bluett Drive
Smeaton Grange NSW 2567

Liability includes all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description (including, without limitation, costs actually paid or payable by a party to its legal representatives, whether or not assessed under a retainer or costs agreement).

Manifest means a written document prepared by You in the form specified by Evoro that sets out (amongst other things) details of the nature, composition and volume of Waste in relation to which Services are to be provided by Evoro to You.

Non-Conforming Waste means:

- (a) any dangerous, toxic, flammable, combustible, corrosive, contaminated, flammable or explosive waste; and/or
- (b) any other waste which is not of the nature and composition of Waste:
 - (i) received and/or tested by Evoro prior to the provision of Services in connection with that Waste; and/or
 - (ii) described in the relevant Manifest and/or Service Request Contract in connection with that Waste.

Non-Defaulting Party has the meaning given in clause 12.1.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Personnel means a party's officers, employees, contractors, subcontractors and agents.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSR means the Personal Property Securities Register estimated pursuant to the PPSA.

Quote means a valid quote for Services, Goods and/or Hire Equipment provided by Evoro to You and signed by You.

Security Interest has the meaning given in the PPSA.

Security Property means any Goods which have not been paid for by You and/or Hire Equipment that is supplied by Evoro to You (whether now or in the future).

Services means waste collection services, waste disposal services, waste treatment services, commercial cleaning services, non-destructive digging, spill response, transposition of goods, other industrial services and any other associated services supplied by Evoro from time to time.

Service Request means a written request made by You to Evoro for Services, Goods and/or Hire Equipment which includes the following details:

- (a) a description of the type of Services, Goods and/or Hire Equipment requested;
- (b) the timeframe within which the Services, Goods and/or Hire Equipment are required;
- (c) the location at which the Services, Goods and/or Hire Equipment are required; and
- (d) a completed Manifest in relation to any Waste the subject of the Service Request (or reference to such completed Manifest).

Evoro may from time to time reasonably specify the format in which Service Requests may be made by You to Evoro.

Service Request Contract has the meaning given in clause 3.3.

Terms and Conditions means these trading terms and conditions.

Waste means the waste of the nature, composition and volume described in each Service Request Contract.

Waste Tracking Certificate means a certificate in the form required by any applicable regulatory body documenting each occasion that Waste is moved from location to location.

You means:

- (a) where a Credit Application has been submitted, the 'Customer' specified in the Credit Application; or
- (b) where a valid Quote applies in respect of a Service Request Contract, the Customer specified in the Quote; or
- (c) otherwise, the customer entity acquiring Services, Goods and/or Hire Equipment from Evoro.