

Manton Nominees Pty Ltd (ACN 005 081 489) Trading As "Stows Waste Management" – Terms & Conditions of Trade

1. PURPOSE & APPLICATION

1.1. These Terms of Trade apply to all current and future supply transactions between the Supplier and the Buyer and are incorporated into all, Quotations, Sales Orders and Terms of Credit provided by the Supplier to the Buyer.

1.2. Where the Buyer, as trustee of a trust, incurs liability to the Supplier, the Buyer will incur that liability personally as well as in its capacity as trustee.

2. GOVERNING LAW & AUSTRALIAN CONSUMER LAW

2.1. These Terms of Trade are governed by and construed in accordance with the laws of Victoria, Australia and no provision is intended to exclude, restrict or modify rights which the Buyer has under the ACL or any other law.

2.2. If any provision of these Terms & Conditions is held illegal or unenforceable, then such illegality or unenforceability shall not affect the remaining provisions which shall remain in full force and effect.

3. SUPPLY OF SERVICES

3.1. The Services will be supplied in accordance with the Sales Order issued by the Supplier upon the Buyer's acceptance of the Quotation.

3.2. Any time stipulated for the supply of the Services is an estimate only.

4. QUOTATIONS & PRICES

4.1. Quotations are valid for 30 days from the date of issue.

4.2. Quotations and Prices are exclusive of GST and all other taxes, duties or government charges levied in respect of the Services except to the extent that they are expressly included in the Price or Quotation.

4.3. The charge for any variation from quantities quoted on will be determined using the same method of calculation used to calculate the original Price.

4.4. Subject to clause 4.5, at any time up to 7 days prior to the scheduled commencement of the Services, the Supplier may give notice to the Buyer of an increase in Price to reflect any increased costs of supply to the Supplier which are beyond their reasonable control.

4.5. Within 3 days of receipt of a notice in accordance with clause 4.3, the Buyer may cancel any effected Order without penalty, in which case, the Supplier will refund the Buyer any amount of the Price already paid in respect of that Order. If the Order is not so cancelled the Buyer will be deemed to have accepted the increase in Price.

5. PAYMENT

5.1. Unless stated otherwise in the Sales Order or Terms of Credit, payment of the Price is on supply of the Services and the time for payment is of the essence.

5.2. Unless otherwise agreed in writing by the Supplier, payment of the Price must be made by cash, bank cheque, credit card or EFTPOS.

6. DEFAULT IN PAYMENT

6.1. The Supplier may charge interest on overdue amounts at the rate provided for by section 2 of the Penalty Interests Rate Act 1983 (Vic), plus 2% compounded daily from the date of due payment until the date of payment in full of the overdue amount, plus interest.

6.2. If any amount remains unpaid at the end of the second month after supply of the Services, a \$33 fee will be imposed, being a reasonable estimate of the administration costs incurred as a result of a delay in payment.

6.3. The Buyer will pay to the Supplier upon demand all costs and expenses incurred by the Supplier as a result of the delay in payment.

7. TERMINATION

7.1. If the Buyer commits an Act of Default which is not remedied within 5 days of the Supplier giving written to do so, the Supplier may terminate this Agreement or suspend supply until the Buyer remedies the Act of Default.

7.2. If the Supplier terminates this Agreement pursuant to clause 7.1, all amounts payable by the Buyer to the Supplier will immediately become due and payable notwithstanding that the due date has not yet arisen.

7.3. If the Supplier commits an Act of Default which is not remedied within 5 days of the Buyer giving written notice to do so, the Buyer may terminate this Agreement and obtain a refund of any amount of the Price already paid for Services not supplied, less any other amounts due and payable to the Supplier under this Agreement.

8. CANCELLATION

8.1. If the Buyer cancels an Order:

8.1.1. they must reimburse the Supplier any out of pocket expenses the Supplier incurs as a result of the cancellation; and

8.1.2. the Supplier will refund any amount of the Price already paid but may, before doing so, deduct monies due under clause 8.1.1 from that amount.

8.2. If the Supplier has reason to believe that it will be unable to fulfil an Order within a reasonable time or at all due to circumstances beyond its reasonable control, the Supplier may, without penalty or liability, cancel the Order, in which case, the Supplier will refund the Buyer any amount of the Price already paid in respect of that Order.

9. WARRANTIES

9.1. The Supplier warrants that the Services comply with the guarantees that apply compulsorily under the ACL.

9.2. To the extent permitted by law, all other guarantees, warranties, undertakings and representations expressed or implied, whether arising by statute or otherwise, which are not given in these Terms of Trade or any warranty document given at the time of supply are expressly excluded.

9.3. If the Buyer is a Consumer and the Services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Buyer agrees that the Supplier's liability for a failure to comply with a consumer

guarantee under the ACL in relation to that supply is limited, at the option of the Supplier, to one or more of the following:

9.3.1. supplying the Services again; or

9.3.2. the payment of the cost of having the Services supplied again.

9.4. If the Buyer is not a Consumer, to the extent permitted by law, the Supplier will not be liable in any circumstances for any loss or damage (including indirect or consequential loss) to any property or person resulting from the provision or delay in provision of the Services.

10. FORCE MAJEURE

10.1. Neither party will be liable for delay or failure to perform an obligation in this Agreement due to circumstances beyond their reasonable control.

10.2. Nothing in this clause will excuse payment of any money due or which becomes due under this Agreement.

11. VARIATIONS

11.1. This Agreement may be amended by the Supplier amending these Terms of Trade for legitimate business reasons upon written notice to the Buyer.

11.2. Within 3 days of receipt of a notice given in accordance with clause 11.1, the Buyer may, without penalty, cancel any current Orders, in which case, the Supplier will refund the Buyer any amount of the Price already paid in respect of those Orders.

11.3. If the Buyer does not cancel its current Orders within 3 days of receipt of a notice given in accordance with clause 11.1, the Buyer will be deemed to have accepted this Agreement, as amended, and the amended Terms of Trade will apply to all current and future Orders.

12. PRIVACY POLICY AND USE OF INFORMATION

12.1. The Supplier complies with the Privacy Act 1988 (Cth) and is bound by the National Privacy Principles dealing with the collection, use and storage of personal information about individuals.

12.2. The Buyer authorises the Supplier to obtain credit information about its personal, consumer and commercial credit worthiness from any bank, trade referee, credit provider or credit reporting agency.

13. DISPUTE

13.1. If a dispute arises under this Agreement, the parties will attempt to negotiate a resolution by good faith negotiations.

13.2. If a dispute persists for more than 30 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre.

14. WAIVER

A single or partial exercise or waiver of a right relating to these Terms of Trade will not prevent any other exercise of that right or another right.

15. INTERPRETATION

Unless otherwise inconsistent with the context:

ACL means The Australian Consumer law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Act of Default occurs if either party:

15.1. commits a material breach of these Terms of Trade;

15.2. commits an act of bankruptcy, enters into any composition or arrangement with its creditors or does anything which would make it liable to be put into liquidation;

15.3. is subject to a resolution or an application for liquidation; or

15.4. has a receiver, other form of insolvency administrator or statutory or official manager appointed over any of its assets,

Agreement means the agreement between the Supplier and Buyer for the supply of Services as constituted by these Terms of Trade, accepted Quotation, Sales Order and any Terms of Credit;

Terms of Trade means the Terms of Trade of Trade set out in this document;

Consumer has the meaning prescribed to it in the ACL;

Terms of Credit means any written terms imposed by the Supplier when the Services are supplied prior to payment;

Buyer means the person or entity named as the buyer in the Sales Order or any person or entity acting on their behalf;

Force Majeure Event means any event or circumstances which is beyond the reasonable control of the effected party which results in or causes the failure of that party to perform any of its obligations under this Agreement;

Services means goods specified in a Sales Order;

GST has the meaning prescribed to it in the A New Tax System (Services and Services Tax) Act 1999 (Cth) (as amended);

Order means an order by the Buyer for the supply of Services, as set out in a Sales Order or as placed by the Buyer in accordance with any other process imposed by the Supplier from time to time;

Price means the price specified in a Sales Order for the Services;

Quotation means a written quotation for the supply of Services;

Sales Order means the document entitled as such which is completed upon the Buyer's acceptance of a Quotation, and which constitutes a Tax Invoice for the purposes of A New Tax System (Services and Services Tax) Act 1999 (Cth) (as amended);

Supplier means Manton Nominees Pty Ltd trading as "Stows Waste Management" and/or any related entities, including any assignee or transferee.