

## TERMS AND CONDITIONS OF FOR THE SUPPLY OF SERVICES BY MEMBERS OF THE PURE ENVIRONMENTAL GROUP

(Issue Date: 1<sup>st</sup> April 2025)

The following terms and conditions (**Terms and Conditions**) govern the supply of services by members of the Pure Environmental Group.

### 1. Definitions

In these Terms and Conditions:

**Acceptable Waste** means any Waste which meets the definition set out in the Facility Rates Schedule for a Facility and the Contract;

**Additional Charges** has the meaning given in clause 11.3;

**Applicable Law** means all laws, statutes, legislation, regulations, by-laws, codes, standards and other subordinate legislation applicable to the Services, the Contract or the rights or obligations of any party under the Contract;

**Approval** means any approval, authorisation, certificate, consent, determination, exemption or permit of any Government Authority;

**Business Day** means:

(i) for the purposes of clause 20.3, a day that is not a Saturday, Sunday, or bank or public holiday in the place of receipt of the Notice; or

(ii) otherwise, a day that is not a Saturday, Sunday, or bank or public holiday in the Governing Jurisdiction;

**Certificate of Analysis** means a certificate issued by a NATA Accredited Organisation showing the characteristics of a Waste sample;

**Change in Law** means a change in an existing Applicable Law or the introduction of a new Applicable Law which takes effect after the date of entry into the Contract and could not reasonably have been anticipated or foreseen by Pure, and includes the imposition of any temporary or permanent levy or surcharge of any kind;

**Charges** means the charges payable by the Customer under the Contract and includes the Service Charges and any Additional Charges;

**Collected Waste** means Waste collected by Pure from a Collection Location;

**Collection Location** means the location from which the Customer requests Pure to collect Waste;

**Collection Services** means the collection of Waste by Pure from a location other than a Facility for the purposes of undertaking Disposal Services;

**Confidential Information** means any information provided by or on behalf of a Party to the other Party:

(i) which the disclosing Party has identified as confidential; or

(ii) the receiving Party ought reasonably to know is confidential, but excludes any information that:

(iii) is in or becomes part of the public domain other than through a breach of the Contract; or

(iv) was already in the other Party's possession at the time of receipt without any obligation of confidentiality to the disclosing Party;

**Contract** means the contract for the provision of the Services between the Customer and Pure, comprising:

(i) these Terms and Conditions; and

(ii) the Contract Specifics;

**Contract Specifics** means the document entitled "service agreement", "quotation" or "order confirmation" or similar document, setting out details of the Customer, the Services, the Charges and any other terms applicable to the Services;

**Customer** means the person identified in the Contract Specifics, or the person for whom Pure is otherwise to perform the Services and, where the context requires, includes the Customer's Personnel;

**Customer Materials** means any plant, equipment, facility, item or other thing with respect to which Pure is required to provide Specialist Services;

**Customer Site** means a site or location, which is not owned or occupied by Pure, at which Pure is required to perform Specialist Services or Collection Services;

**Deliver** means:

(i) deliver to Pure at a Facility; or

(ii) make available for collection by Pure, at a Collection Location;

**Delivery Time** means the designated time for Delivery of a Waste Shipment to a Facility or at a Collection Location;

**Disposal Request** means a request by the Customer for the provision of Disposal Services;

**Disposal Services** means the processing or disposal of Waste by Pure at a Facility;

**Environmental Authority** means an Approval held by the owner or operator of a Facility under an Applicable Law;

**Facility** means the waste disposal facility identified in the Contract Specifics and where relevant, includes a Facility to which Pure has delivered Collected Waste;

**Facility Rates Schedule** means the schedule of rates and Acceptable Waste for a Facility as published by the Facility, as amended from time to time.

**Force Majeure Event** means any event or cause beyond the reasonable control and without default or negligence of the party claiming force majeure (provided such party has taken reasonable precautions), but does not include a lack of, or inability to use, money or available funds for any reason;

**GHS Labelling Requirements** means the requirements for the classification and labelling of chemicals under the Globally Harmonized System of Classification and Labelling of Chemicals issued by UNECE as adopted under the relevant WHS Legislation.

**Governing Jurisdiction** means the state or territory in which the Services are to be primarily performed;

**Government Authority** means any Federal, State or local government, and any agency, department, directorate or instrumentality thereof, including any independent regulator deriving power from statute;

**GST** means a value added tax or goods and services tax or similar;

**Interest Rate** means 4% above the Cash Rate Target specified by the Reserve Bank of Australia from time to time;

**Job Number** refers to the unique identifier, including but not limited to a Quote number, assigned by Pure to a Waste Shipment or an engagement for the performance of Services.

**Loss** means damage, loss, cost, expense, suit, charge, action, right or action, or liability (whether actual or contingent);

**Notifiable Incident** means an incident or event, the occurrence of which is required to be notified to a Government Authority under any Applicable Law;

**Permitted Tolerance** means a variation in the volume of any class of Waste in a Waste Shipment of plus or minus 5% or such other amount as may be specified in the Contract Specifics;

**Personnel** of a party means officers, employees, agents, contractors, subcontractors and secondees of that party and its Related Bodies Corporate, except that:

(i) Pure and its officers, employees, agents, contractors, subcontractors and secondees are not Personnel of the Customer; and

(ii) the Customer and its officers, employees, agents, contractors, subcontractors and secondees are not Personnel of Pure;

**Preapproval Sample** means a sample of Waste from a proposed Waste Shipment in such form and quantity as reasonably required by Pure;

**Prohibited Waste** means any waste or material that is not permitted under the Environmental Authority held by a Facility;

**Pure Environmental Group** means Pure Environmental Pty Ltd ACN 647 009 952 and, where the context requires each of its Related Bodies Corporate or subcontractors engaged in the performance of the Services.

**Quotation** means a written quotation issued by Pure to the Customer for the provision of Services, but does not include a quotation which has lapsed, expired or been withdrawn before acceptance by the Customer.

**Related Body Corporate** has the same meaning as in the *Corporations Act 2001* (Cth);

**Service Charges** means the charges payable by the Customer for the Services calculated in accordance with clause 11.1;

**Services** means any services supplied or to be supplied by Pure to the Customer pursuant to the Contract, which may include Collection Services, Disposal Services or Specialist Services;

**Site Rules** means any rules, policies and procedures applicable to a Facility, a Collection Location or a Customer Site;

**Specialist Services** means services, other than Collection Services or Disposal Services, provided, or to be provided, by Pure to the Customer, as described in the Contract Specifics;

**Unacceptable Waste** means

(i) Prohibited Waste;

(ii) Waste of a description which is not specified in the Contract Specifics;

- (iii) Waste which is not represented by any Preapproval Sample provided for the Waste Shipment;
- (iv) Waste in a Waste Shipment in a volume in excess of the Permitted Tolerance;
- (v) Waste which is outside the license specifications of an Environmental Authority for a Facility; and
- (vi) any other Waste identified in the Facility Rates Schedule as being unacceptable, except as expressly approved in the Contract Specifics.

**Volume Record** means the record of the volume of Acceptable Waste in a Waste Shipment accepted by Pure, as determined by Pure at or about the time of Delivery or Collection;

**Waste** means any waste or waste product:

- (i) identified in a Facility Rates Schedule;
- (ii) identified in the Contract Specifics; or
- (iii) as defined under any Applicable Law;

**Waste Shipment** means a shipment of Waste;

**Waste Transport Approval** means an Approval required under any Applicable Law for the transport of Waste;

**WHS Legislation** means any Applicable Law relating to workplace health and safety in any jurisdiction in which the Services are performed.

## 2. Interpretation

2.1 In the Contract, headings and bold text are for ease of reference only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument, includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Contract or any part of it.

2.2 If a Party consists of more than one person, the obligations of each person are joint and several.

## 3. Application of these Terms and Conditions

3.1 The Terms and Conditions apply to every provision of the Services, unless otherwise agreed in writing by Pure.

3.2 The Contract constitutes the entire agreement between the Customer and Pure with respect to the Services. All prior negotiations, proposals, previous dealings, correspondence, trade custom or trade usage are superseded by and will not affect the interpretation of the Contract. Any purported incorporation of other standard terms and conditions by the Customer is void and of no effect, unless specifically agreed in the Contract.

3.3 If there is any inconsistency between the Contract Specifics and the Terms and Conditions, the Contract Specifics will prevail to the extent of the inconsistency.

3.4 Pure makes no other warranty to any person (including the Customer) in relation to the Services except those expressly set out in the Contract and those warranties which cannot be specifically excluded under law and Pure expressly excludes all other terms, conditions, warranties, undertakings, inducements or representations, whether expressly or implied or implied by statute.

## 4. General Obligations

4.1 Pure must perform the Services with the skill, care and expertise reasonably expected of a professional provider experienced in the provision of the same or similar services to the Services, in accordance with the Contract and all Applicable Laws.

4.2 The Customer must pay the Charges and any other amounts payable by the Customer under the Contract and must otherwise perform its obligations under the Contract in a timely manner.

## 5. Disposal Requests

5.1 A Customer may make a request to dispose of Waste at a Facility by issuing a Disposal Request to Pure.

5.2 A Disposal Request must include:

- (a) a detailed specification of the Waste;
- (b) the estimated quantity of the Waste;
- (c) if applicable, a Certificate of Analysis for the relevant Waste;
- (d) if the Customer requires Collection Services, details of the Collection Location, including any physical restrictions on access to the Collection Location, any restrictions on the time for access and any Site Rules; and
- (e) any other information reasonably required by Pure.

5.3 The Customer must provide a Certificate of Analysis, Preapproval Sample or such other information as Pure may request in relation to a Disposal Request.

5.4 If Pure is willing to accept a Disposal Request, it will issue the Customer with a Quotation which sets out:

- (i) the Job Number;
- (ii) any conditions which the Customer must meet prior to the provision of the Services; and
- (iii) any directions or instructions regarding the delivery of the Waste Shipment to the Facility.

5.5 The Customer must ensure that any Preapproval Samples are:

- (a) representative of the Waste expected to be Delivered in a Waste Shipment; and can be demonstrated to be representative upon request; and
- (b) clearly labelled with the Customer's name and a description of the Waste and packaged and delivered in a manner to avoid damage to the sample or risk to any person or property and otherwise in accordance with all Applicable Laws.

## 6. Collection Services

6.1 This clause 6 applies if the Services include Collection Services.

6.2 The Customer must:

- (a) book a Delivery Time with Pure for the collection of the Waste Shipment from the Collection Location and ensure the Waste is available for Delivery at the Collection Location at the Delivery Time;
- (b) ensure that all Waste in the Waste Shipment is correctly labelled, including all individual packages (drums and/or IBCS), with the Customer's (or generator's) name, the Waste product name, the Job Number and GHS Labelling Requirements;
- (c) provide access to the Collection Location for Pure vehicles and Personnel to enable Pure to perform the Collection Services; and
- (d) provide such information and assistance as Pure may reasonably request to affect Delivery at the Collection Location.

6.3 Pure must ensure that all of its Personnel who attend a Collection Location comply with the Site Rules, all WHS Legislation and all reasonable directions of Customer Personnel

6.4 Pure must use its best endeavours to collect the Waste Shipment from the Collection Location at, or as soon as reasonably practicable after, the Delivery Time.

6.5 The Customer must notify Pure as soon as reasonably practicable if it reasonably expects to be unable to Deliver the Waste Shipment at the Collection Location at the Delivery Time and if it receives such a notice, Pure agrees to use reasonable endeavours to reschedule the Delivery Time.

6.6 Despite clause 6.4, Pure may charge a cancellation fee if the Customer cancels the Delivery Time of a Waste Shipment less than 24 hours before the scheduled Delivery Time.

## 7. Delivery to a Facility

7.1 Pure may refuse to accept a Waste Shipment at a Facility if the Customer does not hold a Job Number.

7.2 Following receipt of a Quotation, the Customer must book a time to deliver the Waste Shipment to the Facility.

7.3 The Customer must notify Pure as soon as reasonably practicable if it reasonably expects to be unable to Deliver the Waste Shipment to the Facility at the Delivery Time and if it receives such a notice from the Customer, Pure agrees to use reasonable endeavours to reschedule the Delivery Time.

7.4 The Customer must Deliver the Waste Shipment to the Facility at the Delivery Time, and at the time of delivery:

- (a) provide evidence of the Job Number; and

(b) ensure that all Waste in the Waste Shipment is correctly labelled, including all individual packages (drums and/or IBCS), with the Customer's (or generator's) name, the Waste product name, the Job Number and GHS Labelling Requirements.

7.5 Pure may in its absolute discretion reject any Waste Shipment, in whole or in part, that is delivered to a Facility if the Waste Shipment (or any part of it):

- (a) is not accompanied by a Job Number;
- (b) is not accompanied by a valid Waste Transport Approval;
- (c) is not delivered at the scheduled Delivery Time and it is not reasonably practicable for Pure to accept delivery at the time of proposed delivery, including because of unavailability of personnel, facilities or plant or equipment;
- (d) is incorrectly labelled or coded, or otherwise does not conform to the description or specification set out in the Quotation and Job Number;
- (e) exceeds the Permitted Tolerance;
- (f) does not conform to any Certificate of Analysis or Preapproval Sample provided for that Waste Shipment; or
- (g) is or contains Unacceptable Waste or Pure reasonably believes to be or contain Unacceptable Waste.

7.6 Pure will measure and document the quantity of Acceptable Waste accepted from a Waste Shipment or Collection to form the Volume Record.

7.7 The Customer must immediately and lawfully remove any Waste rejected by Pure under clause 7.5.

7.8 Subject to clause 9.2, title to and risk in all Acceptable Waste will pass to Pure:

- (a) if the Waste is Collected Waste, upon loading at the Collection Location; or
- (b) otherwise upon unloading from the delivery vehicle at a Facility.

7.9 If the Customer requires a truck cleaning (internal or external) at the Facility:

- (a) it must be scheduled at least 24 hours in advance;
- (b) it will be completed subject to the assessment of any risk of environmental contamination and the Waste complying with the Contract Specifics and the Environmental Authority conditions;
- (c) the washout of non-standard Waste or materials, including oily sludges and sludges contaminated with asbestos and firefighting foams, will have wash water charged at the same rate as the delivered Waste or materials; and
- (d) the price is chargeable by 30-minute increments.

7.10 The Customer must ensure that all of its Personnel who attend a Facility comply with the Site Rules, including, if required, completing any site inductions, all WHS Legislation and all reasonable directions of Pure Personnel.

## 8. Specialist Services

8.1 This clause 8 applies if the Services include Specialist Services.

8.2 Pure agrees to perform the Specialist Services using reasonable skill and care in accordance with the Contract Specifics, all Applicable Laws and the reasonable instructions of the Customer.

8.3 The Customer must:

- (a) provide safe access to the Customer Site and Customer Materials as Pure reasonably requires to perform the Specialist Services;
- (b) notify Pure's Personnel of any known hazards which may affect the performance of the Specialist Services or otherwise pose a risk to the safety of Pure Personnel or Pure equipment at the Customer Site;
- (c) promptly provide such information as Pure may reasonably request with respect to any aspect of the Specialist Services, the Customer Materials or the Customer Site; and
- (d) provide all other things which the Customer is required to provide in accordance with the Contract Specifics.

## 9. Unacceptable Waste

9.1 The Customer must not Deliver, nor attempt to Deliver, Unacceptable Waste.

9.2 All Unacceptable Waste Delivered to a Facility or collected from a Collection Location remains the property of the Customer and at the risk of the Customer at all times, including in circumstances where it has not been rejected by Pure under clause 7.5, unless the manager of the Facility or person accepting the Collected Waste on behalf of Pure acknowledges in writing that they are aware that the Waste is Unacceptable Waste and the basis upon which it is Unacceptable Waste and agrees in writing to accept ownership of it.

9.3 If a Party becomes aware of any evidence or circumstances indicating that Waste which has been accepted by Pure:

(a) as Acceptable Waste comprises or contains, or might reasonably be suspected to comprise or contain Unacceptable Waste; or

(b) as Unacceptable Waste under clause 9.1 is Unacceptable Waste on a basis which is different to the basis upon which it was characterised as Unacceptable Waste for the purposes of clause 9.1,

it must give prompt written notice to the other Party.

9.4 If accepted Waste is subsequently identified to comprise or contain Unacceptable Waste, Pure may in its absolute discretion:

(a) if it is reasonably practicable for the Unacceptable Waste to be removed from the Facility, give written notice the Customer requiring the Customer to remove the Unacceptable Waste and, where relevant, the other Waste containing the Unacceptable Waste, from the Facility; or

(b) invoice the Customer for the costs and expenses incurred by Pure to dispose of, process or otherwise deal with the Unacceptable Waste and, where relevant, the other Waste containing the Unacceptable Waste.

9.5 If Pure issues a notice to the Customer under clause 9.4(a), the Customer must arrange the removal of the Waste from the Facility at its own cost and risk and in accordance with all Applicable Laws, as soon as reasonably practicable and in any event within 7 days.

## 10. The Customer's Obligations

10.1 The Customer must ensure that all Waste in a Waste Shipment:

(a) is, except as expressly agreed by Pure, the subject of a Quotation and a Job Number;

(b) meets the specifications in the Contract Specifics and in any Certificate of Analysis, which has been provided for that Waste Shipment;

(c) if the Customer has provided a Preapproval Sample, conforms to that sample; and

(d) is correctly labelled, including all individual packages (drums and/or IBCS), with the Customer's (or generator's) name, the Waste product name and the Job Number.

10.2 The Customer must:

(a) except as otherwise provided in the Contract Specifics, obtain all required Approvals relating to the transportation of any Waste Shipments to the Facility or the removal of any Unacceptable Waste from a Facility;

(b) comply with all Applicable Laws relating to the performance of its obligations under the Contract;

(c) promptly provide to Pure any information reasonably requested by Pure in relation to any Waste Shipment or its performance of the Contract;

(d) immediately notify Pure if it or its Personnel causes or becomes aware of any:

(i) incident that causes property damage or injury to any person at a Facility;

(ii) unauthorised release of a substance or material at a Facility;

(iii) Delivery of Waste that does not comply with the description, Preapproval Sample or specification of the Waste included with the Disposal Request or any Certificate of Analysis; or

(iv) Notifiable Incident involving a Waste Shipment;

(e) unless agreed by Pure, accept the return of any Unacceptable Waste which, if handled or removed by Pure, is done only as the agent of the Customer;

(f) clean up any spills of Waste:

(i) occurring before Delivery;

(ii) during or after loading Waste for removal by the Customer under clause 9.5;

(g) assist Pure, as reasonably required with the clean-up of any spills of Waste during unloading at a Facility (unless the Waste is Collected Waste); and

(h) pay the Charges to Pure in accordance with clause 11, in a timely manner.

## 11. Charges

11.1 The Service Charges will be calculated according to the following principles:

(a) The Services Charges will be calculated according to the Contract Specifics, and subject to the remainder of this clause 11.1.

(b) Service Charges will be based on the quantity of Waste accepted by Pure as set out in the relevant Volume Record.

(c) If a Waste Shipment contains mixed Waste types, the Service Charges will be calculated for the entire volume of Waste based on the rate applicable for the most hazardous Waste in the shipment.

(d) The Customer is not entitled to any refund or credit for Service Charges paid or payable for Waste returned to the Customer under clause 9.5.

(e) The Service Charges may be adjusted under clause 11.4.

(f) Pure may adjust or withdraw any volume-based discount in the Contract Specifics if the accepted quantity (for any category of Waste) is less than the anticipated quantity identified in the Contract Specifics.

11.2 The amount of any Charges set out in the Contract Specifics is exclusive of any Additional Charges which may be payable in accordance with the Contract.

11.3 Pure may invoice the Customer for, and the Customer must pay, charges in addition to the Service Charges, for the following (**Additional Charges**):

(a) The provision of any labels or packaging provided by Pure to the Customer for the transport of Waste, or which the Customer has failed to provide prior to the Delivery of a Waste Shipment.

(b) The washing of any vehicles at a Facility, where the cost of such washing is not otherwise included in the Service Charges for a Waste Shipment.

(c) For the storage of Waste, for which Pure has issued a notice to the Customer under clause 9.4(a), in excess of 7 days.

(d) Additional receival charges and any government and statutory charges reasonably incurred by Pure in connection with the handling or disposal of Unacceptable Waste.

(e) To the extent not otherwise covered by clause 11.3(d), all costs and expenses reasonably incurred by Pure resulting from discrepancies between the descriptions, samples or specifications provided by the Customer and the actual Waste Delivered in a Waste Shipment, including if required, transport to and disposal at a different facility.

11.4 If there is a Change in Law which either:

(a) necessitates a change to the Services or otherwise adversely affects the performance of Pure's obligations under the Contract; or

(b) directly results in an increase in Pure's cost of carrying out the Services, Pure is entitled to adjust the Service Charges to compensate for the additional costs of complying with the Change in Law.

## 12. Invoicing and Payment

12.1 Except as otherwise set out in the Contract, Pure will issue an invoice to the Customer upon receipt of each Waste Shipment.

12.2 Unless the Contract provides otherwise and subject to the remaining provisions in this clause 12, the Customer must pay the Charges set out in an invoice within 14 days upon receipt of the invoice.

12.3 If the Customer holds a current credit account with Pure:

(a) the Customer must pay each invoice in accordance with the terms of the credit account;

(b) the Customer must not exceed its approved credit limit from time to time; and

(c) if the Customer is in default under the terms of its credit account or the aggregate of the amount payable under an invoice and the current balance of the Customer's credit account exceeds its approved credit limit, without prejudice to any other remedy available to Pure, Pure may require immediate payment of the invoice or such part of the invoice to ensure the Customer does not exceed the approved credit limit.

12.4 The Customer must reimburse Pure on demand for all costs incurred with the recovery of any unpaid invoiced amounts, including reasonable legal and collection agents' fees, court costs, interest on the total costs at the Interest Rate and Pure's reasonable internal costs for time incurred with the recovery process.

12.5 The Customer is not entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Customer by Pure, nor is the Customer entitled to withhold payment of any invoice because part of that invoice is in dispute.

12.6 If the Customer does not pay any amount owing to Pure by the due date for payment, Pure may charge default interest on the unpaid amount at the Interest Rate, from the due date until payment is received in full (after as well as before judgment).

## 13. GST

13.1 All amounts payable under a Contract are expressed exclusive of GST, unless expressly stated otherwise.

13.2 If a party makes a supply under or in connection with a Contract in respect of which GST is payable, the consideration for the supply but for the application of this clause 13.2 (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made unless that consideration is stated to already include GST.

## 14. Confidential Information

14.1 Each Party must take all reasonable steps to safeguard the confidentiality of the Confidential Information of the other Party and not disclose, make public or use for purposes other than for the purposes of the Contract any Confidential Information of the other Party without consent.

14.2 Any obligation of a Party under this clause 14 will not be taken to have been breached if the Confidential Information was required to be disclosed by law or court order, provided that the Party, to the extent reasonably practicable, gives the other Party prompt notice of the existence of such an obligation and makes a reasonable effort to otherwise protect the confidentiality of such information.

## 15. Liability and Indemnities

15.1 Nothing in the Contract excludes, restricts or modifies any terms, conditions or warranties or Pure's liability for them which are imposed or implied by any statute, including to the *Competition and Consumer Act 2010* (Cth), and which by statute cannot be excluded, restricted or modified. Limitations and exclusions are made only to the extent that Pure may legally do so.

15.2 Subject to clauses 15.1 and 15.4, Pure's liability for any breach of clause 4.1 or any failure to provide the Services or otherwise perform its obligations in accordance with the Contract is limited to any one of the following, at Pure's option:

(a) the supply of the services again; or

(b) the payment of the cost of having the services supplied again.

15.3 Subject to clauses 15.1, 15.2 and 15.4, to the maximum extent permitted by law, a Party's liability to the other Party for any claim for loss or damages (including legal expenses) made in connection with the Contract whether in contract, tort (including negligence), under statute, in equity or otherwise will be limited to an amount equal to the Charges paid or payable under the Contract.

15.4 The exclusions and limitations of liability in clauses 15.2, 15.3 and 15.5 do not apply to or limit any of the following obligations or liabilities:

(a) liability arising from or in relation to the death, illness or injury of any person;

(b) liability arising from fraudulent or criminal acts or omissions of a Party or any of its Personnel;

(c) the Customer's liability to pay the Charges in accordance with the Contract and any Charges which would have been payable but for the Customer's breach of the Contract or Pure's termination as a result of the Customer's breach, or any costs and expenses reasonably incurred by Pure in recovering or attempting to recover payment of the Charges;

(d) the Customer's liability arising from any property damage caused, including environmental damage, caused by the Customer or its Personnel, or by its vehicles, while at the Facility;

(e) the Customer's liability under clause 15.6; or

(f) liability which by law a Party cannot contract out of or limit.

15.5 Subject to clauses 15.1 and 15.4 neither Party will be liable to the other Party for, and each Party waives any right it has to claim, any loss not arising naturally according to the usual course of things, any loss of income, loss of actual or anticipated profit, loss of production, loss of contract, loss of customers, goodwill, opportunity or business, or loss of data arising under or in connection with the Contract, whether in contract, tort (including negligence), under statute, in equity or otherwise.

15.6 Subject to clause 15.7, the Customer must indemnify Pure and each of Pure's Personnel (each, an Indemnified Party) from and against any Loss suffered or incurred by an Indemnified Party arising out of or in connection with:

(a) the handling, processing, storing or disposal of any Unacceptable Waste delivered to a Facility, including under clause 9.4;

(b) bodily injury or death, or loss of or damage to tangible property (including the property of any Indemnified Party or the Customer or any of its Personnel) caused or contributed to by the Customer or the Customer's Personnel;

(c) the incorrect labelling or description of any Waste Shipment;

(d) any breach of any Applicable Law by the Customer or the Customer's Personnel; or

(e) any breach of any Applicable Law by Pure or any Pure Personnel caused directly or indirectly by a breach of the Contract by the Customer or any unlawful or negligent act or omission of the Customer or the Customer's Personnel.

15.7 The Customer's liability to indemnify an Indemnified Party under clause 15.6 is reduced proportionately to the extent that the Loss is caused or contributed to by a breach of contract by Pure or the negligent or unlawful act or omission of the Indemnified Party.

15.8 Pure may claim for the indemnified amounts on demand. If Pure pays for such amounts, interest on the total costs and penalties will accrue at the Interest Rate commencing on the date of payment.

## 16. Insurance

16.1 Each Party must effect and maintain (or be insured under), and ensure that all of its subcontractors effect and maintain (or are insured under) each of the following insurances at all times during the term of the Contract:

(a) public and third party liability insurance, covering legal liability for damage to any real or personal property (including the property of Pure) personal injury, illness or death of any person. Unless otherwise stated in the Contract, such insurance must have an indemnity limit of not less than \$20 million per event and in the aggregate;

(b) workers' compensation insurance as required by law; and

(c) motor vehicle liability insurance, with a limit of indemnity of not less than \$20 million per occurrence, covering liability to third parties for bodily injury or death, or loss of or damage to tangible property arising out of the use of any vehicles that are registered (or are capable of being registered) for road use, for any vehicle used in connection with the Contract, including for the transport of Waste to or from a Facility.

16.2 A Party must produce evidence, on demand and to the reasonable satisfaction of the other Party, that such insurances have been effected and maintained.

## 17. Termination

17.1 Pure may terminate the Contract by written notice to the Customer if:

(a) the Customer has not complied with the terms of payment pursuant to clause 11;

(b) the Customer is otherwise in breach of its obligations under the Contract and fails to remedy the breach within 10 Business Days after receipt of written notice from Pure requesting the breach be remedied.

17.2 The Customer may terminate the Contract by written notice to Pure if Pure is in breach of its obligations under the Contract and fails to remedy the breach within 10 Business Days after receipt of written notice from the Customer requesting the breach be remedied.

17.3 The Customer must pay for all Services performed prior to the termination of the Contract.

## 18. Force Majeure

Neither party will be liable for failure to perform its obligations under the Contract to the extent and for so long as its performance is prevented or delayed by a Force Majeure Event provided that it gives notice to the other party of the delay and uses reasonable efforts to remedy the cause of the delay as soon as reasonably practicable.

## 19. Disputes

19.1 Nothing in this clause 19 prevents Pure or the Customer seeking urgent injunctive or other interim relief from a court, or from continuing existing court proceedings.

19.2 It is a condition precedent to the commencement of any proceedings in any court in any jurisdiction (other than for urgent interlocutory relief) that the parties first follow the procedure in this clause 19.

19.3 A party claiming that a dispute has arisen out of or in connection with the Contract (Dispute) must provide the other party with written notice of the nature of the Dispute and the relevant facts.

19.4 In the first instance, the Dispute will be referred to the representatives of each party. A meeting of the representatives must be convened and held by Pure and the Customer as soon as reasonably practicable to attempt to resolve the Dispute.

19.5 If a Dispute is not resolved within twenty (20) Business Days after the issue of a notice under clause 19.3, either party may commence court proceedings for the resolution of the Dispute.

19.6 Each party must bear its own costs of complying with this clause 19.

## 20. Notices

20.1 A notice, demand, consent, approval or communication under this agreement (Notice) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and  
(b) marked for the attention of the person, and hand delivered or sent by prepaid post or email to the recipient's address, as varied by any Notice given by the recipient to the sender.

20.2 Communications by email need not be marked for the attention in the way required by clause 20.1(b). However, the email must state the first and last name of the sender. Communications sent by email are taken to be signed by the named sender.

20.3 A Notice given in accordance with clause 20.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, six (6) Business Days after the date of posting (or 10 Business Days after the date of posting if posted to or from a place outside the country of delivery); or

(c) if sent by email, at the time the email was sent unless the sender receives an automated message that the email has not been delivered,

but if receipt is not on a Business Day or is after 5.00pm on a Business Day (in the time zone of the addressee), the Notice is taken to be received at 9.00am on the next Business Day.

20.4 For the purposes of this clause 20, the address of each Party, unless and until amended under clause 20.1(b) is as set out in the Contract Specifics.

## 21. Assignment and Subcontracting

21.1 Pure reserves the right to assign its rights or novate its rights or obligations under the Contract (in whole or in part) to any person with the prior written consent of the Customer, which consent must not be unreasonably withheld.

21.2 The Customer may not assign its rights or novate its rights or obligations under the Contract (in whole or in part) to any person without the prior written consent of Pure, which consent must not be unreasonably withheld.

21.3 Pure may subcontract the performance of all or any part of the Services.

21.4 If Pure subcontracts all or any part of the Services:

(a) each subcontractor and their Personnel will have the benefit of any limitations or exclusions of liability under the Contract;

(b) Pure remains responsible to the Customer for the performance of the Services in accordance with the Contract; and

(c) the Customer must do all things reasonably required to give effect to the subcontracting.

## 22. Severance

If any provision or part of any provision of the Contract is invalid, illegal or unenforceable, such provision or part thereof will be severed from the Contract and the remainder will continue in full force and effect.

## 23. Waiver

Waiver of any power or right under this agreement must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver.

## 24. Governing Law and Jurisdiction

24.1 The Contract will be governed by and construed in accordance with the laws in force in the Governing Jurisdiction.

24.2 Each party submits to the non-exclusive jurisdiction of the courts of the Governing Jurisdiction.