

PREAMBLE

1. Preamble

1.1 All Services of Wastech Holdings Pty Ltd, whether gratuitous or not, are supplied subject to these Terms and Conditions and:

(a) The provisions of Part I shall apply to the General Terms and Conditions.

(b) The provisions of Part II shall only apply to the provision of Sales, Installation and Service.

(c) The provisions of Part II shall only apply to the provision of Hire Services.

PART I: GENERAL TERMS AND CONDITIONS

2. Definitions

2.1 "Agreement" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Agreement.

2.2 "Wastech Holdings" means Wastech Holdings Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Wastech Holdings Engineering Pty Ltd.

2.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Wastech Holdings to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and

(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and

(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and

(d) includes the Customer's executors, administrators, successors and permitted assigns.

2.4 "Goods" means all Goods or Services supplied by Wastech Holdings to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

2.5 "Equipment" means all Equipment (including any accessories) supplied on hire (or purchase) to the Customer by Wastech Holdings, at the Customer's request from time to time, and:

(a) includes any erection, dismantling and transport of the Equipment ("Services"), any parts, accessories and/or consumables supplied by Wastech Holdings to the Customer, either separately or deposited incidentally by Wastech Holdings in the course of it conducting, or supplying to the Customer, the Equipment or supplying any labour; and

(b) where the context so permits the terms 'Equipment' or 'Services' shall be interchangeable for the other.

2.6 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by Wastech Holdings to the Customer.

2.7 "Site" means the address nominated by the Customer at which the Services are to be undertaken (or where the Equipment is to be located) by Wastech Holdings.

2.8 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Agreement, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.

2.9 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including personal information) specific to a particular customer and website, and can be accessed either by the web server or the customer's computer. **If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website.**

2.10 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Wastech Holdings and the Customer in accordance with clause 7 below.

2.11 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

3. Acceptance

3.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.

3.2 In the event of any inconsistency between the terms and conditions of this Agreement and any other prior document or schedule that the parties have entered into, the terms of this Agreement shall prevail.

3.3 Any amendment to the terms and conditions contained in this Agreement may only be amended in writing by the consent of both parties.

3.4 Where Wastech Holdings gives advice or recommendations to the Customer in regards to repairs, or the Customer's agent, with specific instructions regarding the repair or use of the Services and such advice or recommendations are not acted upon then Wastech Holdings shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the repairs. These repairs will be completed at the risk and liability of the Customer.

3.5 The Customer acknowledges and accepts that:

(a) the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Wastech Holdings and it has been approved with a credit limit established for the account;

(b) in the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, Wastech Holdings reserves the right to refuse delivery; and

(c) the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Wastech Holdings reserves

the right to vary the Price with alternative Goods as per clause 7.1(c) to prior confirmation and agreement of both parties. Wastech Holdings also reserves the right to halt all Services until such time as Wastech Holdings and the Customer agree to such changes. Wastech Holdings shall not be liable to the Customer for any loss or damage the Customer suffers due to Wastech Holdings exercising its rights under this clause.

4. Electronic Transactions Act

4.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW), the Electronic Communications Act 2000 (SA), the Electronic Transactions Act 2001 (ACT), the Electronic Transactions (Victoria) Act 2000, the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, Section 7 of the Electronic Transactions Act 2000 (TAS), Section 10 of the Electronic Transactions Act 2011 (WA), Section 226 of the Agreement Commercial Law Act 2017 (NZ) (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

5. Errors and Omissions

5.1 The Customer acknowledges and accepts that Wastech Holdings shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

(a) resulting from an inadvertent mistake made by Wastech Holdings in the formation and/or administration of this Agreement; and/or

(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Wastech Holdings in respect of the Services.

5.2 In the event such an error and/or omission occurs in accordance with clause 5.1, and is not attributable to the negligence and/or wilful misconduct of Wastech Holdings; the Customer shall not be entitled to treat this Agreement as repudiated nor render it invalid.

6. Change in Control

6.1 The Customer shall give Wastech Holdings not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by Wastech Holdings as a result of the Customer's failure to comply with this clause.

7. Price and Payment

7.1 At Wastech Holdings' sole discretion, the Price shall be either:

(a) as indicated on any invoice provided by Wastech Holdings to the Customer; or

(b) Wastech Holdings' quoted price (subject to clause 7.1(c) & 7.2 which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The quoted Price may also be subject to change after a Site visit; and

(c) does not include, unless specified otherwise in writing:

(i) the mobilisation, demobilisation and commissioning of the Equipment; and

(ii) service and maintenance of, and damage to, the Equipment, which is the responsibility of the Customer.

7.2 Wastech Holdings reserves the right to change the Price:

(a) if a variation to the Goods/Equipment which are to be supplied is requested; or

(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or

(c) if during the course of the Services, the Goods/Equipment are not or cease to be available from Wastech Holdings' third party suppliers, then Wastech Holdings reserves the right to provide alternative Goods/Equipment; or

(d) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, obscured site defects which require remedial work health hazards and safety considerations (such as the discovery of asbestos), availability of machinery, prerequisite work by any third party not being completed, hard rock barriers below the surface or iron reinforcing rods in concrete, hidden pipes and wiring/cablings, etc.) which are only discovered on commencement of the Services; or

(e) in the event of increases to Wastech Holdings in the cost of labour or materials which are beyond Wastech Holdings' control.

7.3 Variations will be charged for on the basis of Wastech Holdings' quotation, and will be detailed in writing, and shown as variations on Wastech Holdings' invoice. The Customer shall be required to respond to any variation submitted by Wastech Holdings within ten (10) working days. Failure to do so will entitle Wastech Holdings to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

7.4 At Wastech Holdings' sole discretion, a non-refundable deposit may be required.

7.5 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Customer on the date/s determined by Wastech Holdings, which may be:

(a) on delivery of the Goods/Equipment;

(b) by way of instalments/progress payments in accordance with Wastech Holdings' payment schedule;

(c) for certain approved Customers:

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- (i) thirty (30) days following the date of invoice; or
(ii) the date specified on any invoice or other form as being the date for payment; or
(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Wastech Holdings.
- 7.6 Payment may be made by electronic/on-line banking, credit card (a surcharge will apply per transaction up to 2%), or by any other method as agreed to between the Customer and Wastech Holdings.
- 7.7 Wastech Holdings may in its discretion allocate any payment received from the Customer towards any invoice that Wastech Holdings determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Wastech Holdings may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Wastech Holdings, payment will be deemed to be allocated in such manner as preserves the maximum value of Wastech Holdings' Purchase Money Security Interest (as defined in the PPSA) in the Goods/Equipment.
- 7.8 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Wastech Holdings nor to withhold payment of any invoice because part of that invoice is in dispute.
- 7.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Wastech Holdings an amount equal to any GST Wastech Holdings must pay for any supply by Wastech Holdings under this or any other Agreement for the sale of the Goods/Equipment. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- ### 8. Delivery of Goods/Equipment
- 8.1 Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that:
(a) the Customer or the Customer's nominated carrier takes possession of the Goods/Equipment at Wastech Holdings' address; or
(b) Wastech Holdings (or Wastech Holdings' nominated carrier) delivers the Goods/Equipment to the Customer's nominated address even if the Customer is not present at the address.
- 8.2 At Wastech Holdings' sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.
- 8.3 Wastech Holdings may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 8.4 Any time specified by Wastech Holdings for delivery of the Goods/Equipment is an estimate only and Wastech Holdings will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods/Equipment to be delivered at the time and place as was arranged between both parties. In the event that Wastech Holdings is unable to supply the Goods/Equipment as agreed solely due to any action or inaction of the Customer, then Wastech Holdings shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 8.5 Wastech Holdings shall not be responsible for delay or non-completion of the job for which the Equipment is purchased/hired resulting from an act beyond the reasonable control of Wastech Holdings, including but not limited to, industrial action, strikes, lockouts, epidemics, fire, war, government actions, commotion, riot, floods or inclement weather.
- ### 9. Risk
- 9.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 9.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Wastech Holdings is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Wastech Holdings is sufficient evidence of Wastech Holdings' rights to receive the insurance proceeds without the need for any person dealing with Wastech Holdings to make further enquiries.
- 9.3 If the Customer requests Wastech Holdings to leave Goods outside Wastech Holdings' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.
- ### 10. Access
- 10.1 The Customer shall ensure that Wastech Holdings has clear and free access to the site at all times to enable them to undertake the Services. Wastech Holdings shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Wastech Holdings.
- 10.2 It is the responsibility of the Customer to ensure that access is suitable to accept the weight of laden trucks. The Customer agrees to indemnify Wastech Holdings against all costs incurred by Wastech Holdings in recovering such vehicles in the event they become bogged or otherwise immovable.
- ### 11. Compliance with Laws
- 11.1 The Customer and Wastech Holdings shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 11.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.
- ### 12. Title to the Equipment
- 12.1 Where this is a hire Agreement:
(a) the Equipment is and will at all times remain the absolute property of Wastech Holdings, however the Customer accepts full responsibility for:
(i) the safekeeping of the Equipment and indemnifies Wastech Holdings for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Customer; and
(ii) shall keep Wastech Holdings indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Customer or any other persons.
- 12.2 Furthermore, the Customer will insure, or self-insure, Wastech Holdings' interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
(a) If the Customer fails to return the Equipment to Wastech Holdings then Wastech Holdings or Wastech Holdings' agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
(b) The Customer is not authorised to pledge Wastech Holdings' credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.
- 12.3 Where is this a Agreement for the purchase of the Equipment (including accessories):
(a) Wastech Holdings and the Customer agree that ownership of the Equipment shall not pass until:
(i) the Customer has paid Wastech Holdings all amounts owing to Wastech Holdings; and
(ii) the Customer has met all of its other obligations to Wastech Holdings.
(b) Receipt by Wastech Holdings of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
(c) It is further agreed that:
(i) until ownership of the Equipment passes to the Customer in accordance with clause 12.3(a) that the Customer is only a bailee of the Equipment and must return the Equipment to Wastech Holdings on request.
(ii) the Customer holds the benefit of the Customer's insurance of the Equipment on trust for Wastech Holdings and must pay to Wastech Holdings the proceeds of any insurance in the event of the Equipment being lost, damaged or destroyed.
(iii) the Customer must not sell, dispose, or otherwise part with possession of the Equipment other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Equipment then the Customer must hold the proceeds of any such act on trust for Wastech Holdings and must pay or deliver the proceeds to Wastech Holdings on demand.
(iv) the Customer should not convert or process the Equipment or intermix them with other Equipment but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Wastech Holdings and must sell, dispose of or return the resulting product to Wastech Holdings as it so directs.
(v) the Customer irrevocably authorises Wastech Holdings to enter any premises where Wastech Holdings believes the Equipment are kept and recover possession of the Equipment.
(vi) Wastech Holdings may recover possession of any Equipment in transit whether or not delivery has occurred.
(vii) the Customer shall not charge or grant an encumbrance over the Equipment nor grant nor otherwise give away any interest in the Equipment while they remain the property of Wastech Holdings.
(viii) Wastech Holdings may commence proceedings to recover the Price of the Equipment sold notwithstanding that ownership of the Equipment has not passed to the Customer.
- ### 13. Personal Property Securities Act 2009 ("PPSA")
- 13.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 13.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Customer to Wastech Holdings for Services – that have previously been supplied and that will be supplied in the future by Wastech Holdings to the Customer.
- 13.3 The Customer undertakes to:
(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Wastech Holdings may reasonably require to;
(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
(ii) register any other document required to be registered by the PPSA; or
(iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii);
(b) indemnify, and upon demand reimburse, Wastech Holdings for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
(c) not register a financing change statement in respect of a security interest without the prior written consent of Wastech Holdings;
(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Wastech Holdings;

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- (e) immediately advise Wastech Holdings of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 13.4 Wastech Holdings and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 13.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 13.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 13.7 Unless otherwise agreed to in writing by Wastech Holdings, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 13.8 The Customer must unconditionally ratify any actions taken by Wastech Holdings under clauses 13.3 to 13.5.
- 13.9 Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 13.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period shall clause 13 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters clause 13 will apply generally for the purposes of the PPSA. The Client agrees that Wastech Holdings may register a security interest as a Purchase Money Security Interest ("PMSI") for the purposes of the PPSA in favour of Wastech Holdings over the Equipment supplied.
- ### 14. Security and Charge
- 14.1 In consideration of Wastech Holdings agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 14.2 The Customer indemnifies Wastech Holdings from and against all Wastech Holdings' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Wastech Holdings' rights under this clause.
- 14.3 The Customer irrevocably appoints Wastech Holdings and each director of Wastech Holdings as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.
- ### 15. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
- 15.1 The Customer must inspect the Goods immediately on delivery and/or installation and must within seven (7) days of delivery notify Wastech Holdings in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Wastech Holdings to inspect the Goods.
- 15.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 15.3 Wastech Holdings acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 15.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Wastech Holdings makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Wastech Holdings' liability in respect of these warranties is limited to the fullest extent permitted by law.
- 15.5 If the Customer is a consumer within the meaning of the CCA, Wastech Holdings' liability is limited to the extent permitted by section 64A of Schedule 2.
- 15.6 If Wastech Holdings is required to replace the Goods under this clause or the CCA, but is unable to do so, Wastech Holdings may refund any money the Customer has paid for the Goods.
- 15.7 If the Customer is not a consumer within the meaning of the CCA, Wastech Holdings' liability for any defect or damage in the Goods is:
- limited to the value of any express warranty or warranty card provided to the Customer by Wastech Holdings at Wastech Holdings' sole discretion;
 - limited to any warranty to which Wastech Holdings is entitled, if Wastech Holdings did not manufacture the Goods;
 - otherwise negated absolutely.
- 15.8 Subject to this clause 15, returns will only be accepted provided that:
- the Customer has complied with the provisions of clause 15.1; and
 - Wastech Holdings has agreed that the Goods are defective; and
 - the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
 - the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 15.9 Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, Wastech Holdings shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- the Customer failing to properly maintain or store any Goods;
 - the Customer using the Goods for any purpose other than that for which they were designed;
 - the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - the Customer failing to follow any instructions or guidelines provided by Wastech Holdings;
 - fair wear and tear, any accident, or act of God.
- 15.10 Overdue and/or outstanding monies owed to Wastech for Goods and/or Services under this Agreement will render any warranty and guarantee null and void.
- 15.11 In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that it has had full opportunity to inspect the second hand Goods prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by Wastech Holdings as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Customer acknowledges and agrees that Wastech Holdings has agreed to provide the Customer with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 15.10.
- 15.12 Notwithstanding anything contained in this clause if Wastech Holdings is required by a law to accept a return then Wastech Holdings will only accept a return on the conditions imposed by that law.
- 15.13 Subject to clause 15.1, customised, or non-stocklist items or Goods made or ordered to the Customer's specifications are not acceptable for credit or return.
- ### 16. Intellectual Property
- 16.1 Where Wastech Holdings has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Wastech Holdings. Under no circumstances may such designs, drawings and documents be used without the express written approval of Wastech Holdings.
- 16.2 The Customer warrants that all designs, specifications or instructions given to Wastech Holdings will not cause Wastech Holdings to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Wastech Holdings against any action taken by a third party against Wastech Holdings in respect of any such infringement.
- 16.3 The Customer agrees that Wastech Holdings may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Wastech Holdings has created for the Customer.
- ### 17. Default and Consequences of Default
- 17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Wastech Holdings' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2 If the Customer owes Wastech Holdings any money the Customer shall indemnify Wastech Holdings from and against all costs and disbursements incurred by Wastech Holdings in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Wastech Holdings' contract default fee, and bank dishonour fees).
- 17.3 Further to any other rights or remedies Wastech Holdings may have under this Agreement, if a Customer has made payment to Wastech Holdings, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Wastech Holdings under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Agreement.
- 17.4 Without prejudice to Wastech Holdings' other remedies at law Wastech Holdings shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Wastech Holdings shall, whether or not due for payment, become immediately payable if:
- any money payable to Wastech Holdings becomes overdue, or in Wastech Holdings' opinion the Customer will be unable to make a payment when it falls due;
 - the Customer has exceeded any applicable credit limit provided by Wastech Holdings;
 - the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- ### 18. Cancellation
- 18.1 Without prejudice to any other remedies Wastech Holdings may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Wastech Holdings may suspend or terminate the supply of Goods to the Customer. Wastech Holdings will not be liable to the Customer for any loss or damage the Customer suffers because Wastech Holdings has exercised its rights under this clause.
- 18.2 Wastech Holdings may cancel any Agreement to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Wastech Holdings shall repay to the Customer any money paid by the Customer for the Goods. Wastech Holdings shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 18.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Wastech Holdings as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 18.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- ### 19. Privacy Policy
- 19.1 All emails, documents, images or other recorded information held or used by Wastech Holdings is Personal Information, as defined and referred to in clause 19.3 and therefore considered Confidential Information. Wastech Holdings acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Wastech Holdings acknowledges that in the event it becomes aware of

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- any data breaches and/or disclosure of the Customers Personal Information, held by Wastech Holdings that may result in serious harm to the Customer, Wastech Holdings will notify the Customer in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 19.2 Notwithstanding clause 19.1, privacy limitations will extend to Wastech Holdings in respect of Cookies where transactions for purchases/orders transpire directly from Wastech Holdings' website. Wastech Holdings agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
- IP address, browser, email client type and other similar details;
 - tracking website usage and traffic; and
 - reports are available to Wastech Holdings when Wastech Holdings sends an email to the Customer, so Wastech Holdings may collect and review that information ("collectively Personal Information")
- In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Wastech Holdings' website.
- 19.3 The Customer agrees for Wastech Holdings to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by Wastech Holdings.
- 19.4 The Customer agrees that Wastech Holdings may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
- to assess an application by the Customer; and/or
 - to notify other credit providers of a default by the Customer; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
- 19.5 The Customer consents to Wastech Holdings being given a consumer credit report to collect overdue payment on commercial credit.
- 19.6 The Customer agrees that personal credit information provided may be used and retained by Wastech Holdings for the following purposes (and for other agreed purposes or required by):
- the provision of Goods; and/or
 - analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - enabling the collection of amounts outstanding in relation to the Goods.
- 19.7 Wastech Holdings may give information about the Customer to a CRB for the following purposes:
- to obtain a consumer credit report;
 - allow the CRB to create or maintain a credit information file about the Customer including credit history.
- 19.8 The information given to the CRB may include:
- personal information as outlined in 19.1 above;
 - name of the credit provider and that Wastech Holdings is a current credit provider to the Customer;
 - whether the credit provider is a licensee;
 - type of consumer credit;
 - details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Wastech Holdings has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - information that, in the opinion of Wastech Holdings, the Customer has committed a serious credit infringement;
 - advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 19.9 The Customer shall have the right to request (by e-mail) from Wastech Holdings:
- a copy of the information about the Customer retained by Wastech Holdings and the right to request that Wastech Holdings correct any incorrect information; and
 - that Wastech Holdings does not disclose any personal information about the Customer for the purpose of direct marketing.
- 19.10 Wastech Holdings will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Agreement or is required to be maintained and/or stored in accordance with the law.
- 19.11 The Customer can make a privacy complaint by contacting Wastech Holdings via e-mail. Wastech Holdings will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.
20. **Dispute Resolution**
- 20.1 If a dispute arises between the parties to this Agreement then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
21. **Trusts**
- 21.1 If the Customer at any time upon or subsequent to entering in to the Agreement is acting in the capacity of trustee of any trust ("Trust") then whether or not Wastech Holdings may have notice of the Trust, the Customer covenants with Wastech Holdings as follows:
- the Agreement extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
 - the Customer has full and complete power and authority under the Trust to enter into the Agreement and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - the Customer will not without consent in writing of Wastech Holdings (Wastech Holdings will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - the removal, replacement or retirement of the Customer as trustee of the Trust;
 - any alteration to or variation of the terms of the Trust;
 - any advancement or distribution of capital of the Trust; or
 - any resettlement of the trust property.
22. **Unpaid Seller's Rights**
- 22.1 Where the Customer has left any item with Wastech Holdings for repair, modification, exchange or for Wastech Holdings to perform any other service in relation to the item and Wastech Holdings has not received or been tendered the whole of any monies owing to it by the Customer, Wastech Holdings shall have, until all monies owing to Wastech Holdings are paid:
- a lien on the item; and
 - the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 22.2 The lien of Wastech Holdings shall continue despite the commencement of proceedings, or judgment for any monies owing to Wastech Holdings having been obtained against the Customer.
23. **Other Applicable Legislation**
- 23.1 At Wastech Holdings' sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 (Victoria), Building and Construction Industry Security of Payments Act 1999 (New South Wales), Construction Agreements Act 2004 (Western Australia), Building Industry Fairness (Security of Payment) Act 2017 (Queensland), Construction Agreements (Security of Payments) Act (Northern Territory of Australia), Building and Construction Industry Security of Payments Act 2009 (Tasmania), Building and Construction Industry Security of Payments Act 2009 (South Australia) and Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.
- 23.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 23.1 (each as applicable), except to the extent permitted by the Act where applicable.
24. **General**
- 24.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 24.2 These terms and conditions and any contract to which they apply shall be governed by the laws of state in which the Goods and/or Services were provided by Wastech Holdings to the Customer however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction of the courts will be subject to the state in which Wastech Holdings has its principal place of business.
- 24.3 Subject to clause 15, Wastech Holdings shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Wastech Holdings of these terms and conditions (alternatively Wastech Holdings' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 24.4 Wastech Holdings may licence and/or assign all or any part of its rights and/or obligations under this Agreement without the Customer's consent.
- 24.5 The Customer cannot licence or assign without the written approval of Wastech Holdings.
- 24.6 Wastech Holdings may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Agreement by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Wastech Holdings' sub-contractors without the authority of Wastech Holdings.
- 24.7 The Customer agrees that Wastech Holdings may amend their general terms and conditions for subsequent future Agreements with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on

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- 24.8 which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Wastech Holdings to provide Goods to the Customer.
- 24.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 24.9 Both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.

PART II – SALES, INSTALLATION AND SERVICES

- 25. Risk**
- 25.1 Where Wastech Holdings is required to install the Goods the Customer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Wastech Holdings shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
- 25.2 Wastech Holdings shall be entitled to rely on the accuracy of any plans, specifications (including, but not limited to CAD drawings etc.) and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, Wastech Holdings accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 25.3 Wastech Holdings is only responsible for parts that are replaced by Wastech Holdings and that in the event that other parts/materials, subsequently fail, the Customer agrees to indemnify Wastech Holdings against any loss or damage to the materials.
- 25.4 Stainless steel is a textured material and can be of a porous nature. The Customer accepts that products made from this material can rust and mark easily and that care should be taken to maintain the finish of and longevity of stainless steel products.
- 25.5 Where an anodised surface finish has been selected, slight colour variation may occur between the main unit and any installation trims used due to the difference in aluminium alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Goods.
- 25.6 Where the Customer has left a vehicle with Wastech Holdings for repair, restoration, or modification or for Wastech Holdings to perform any other Service in relation to the item, it shall be at the sole risk of the Customer. Wastech Holdings shall not be liable for any loss or damage to any vehicle whilst in the care of Wastech Holdings, it shall be the responsibility of the Customer to ensure the vehicle is adequately insured, or at all
- 25.7 The Customer acknowledges and accepts that Goods (including but not limited to, steel and/or metal, etc.) supplied may:
- (a) exhibit variations in shade tone, colour, texture, markings, surface and finish, and may contain natural fissures, occlusions, and indentations. Wastech Holdings will make every effort to match batches/samples of the Goods supplied in order to minimise such variations, but shall not be liable in any way whatsoever where such variations occur; and
 - (b) fade or change colour over time; and
 - (c) expand, contract or distort as a result of exposure to heat, cold, weather; and
 - (d) mark or stain if exposed to certain substances; and
 - (e) be damaged or disfigured by impact or scratching.
- 25.8 The Customer also acknowledges and accepts where Wastech Holdings has performed temporary repairs that:
- (a) Wastech Holdings offers no guarantee against the recurrence of the initial fault, or any further damage caused; and
 - (b) Wastech Holdings will immediately advise the Customer of the fault and shall provide the Customer with an estimate for the full repair required.
- 25.9 Wastech Holdings shall not be liable for any defect, deterioration and/or damage to the Goods:
- (a) if the Customer does not follow Wastech Holdings' recommendations;
 - (b) where Goods are stored off site for extended periods of time as a result of any action/inaction by the Customer;
 - (c) resulting from incorrect use and/or installation of the Goods by the Customer or any other third party.
 - (d) where welding, galvanising (or any other heat related process) has caused distortion or any other damage.

PART III – HIRE TERMS AND CONDITIONS

- 26. Acceptance**
- 26.1 None of the Equipment shall be sublet or cross-hired by the Customer. The Customer shall not assign or transfer its interest in the contract, or part with possession of all, or any portion, of the Equipment, without the prior written consent of Wastech Holdings, which may be arbitrarily withheld.
- 26.2 Wastech Holdings reserves the right to refuse to enter the Site to undertake the Services in the event that Wastech Holdings believes the site to be unsafe. In this event, the Customer agrees that it is their responsibility to ensure the Site is made safe before Wastech Holdings will enter the site, Wastech Holdings shall not be liable for any delays caused, loss, damages, or costs however resulting from an unsafe Site.
- 26.3 Before accepting Equipment for trial, the Customer agrees to accurately complete and sign the Credit Card Authorisation Form, the contents of which shall form part of this agreement, thereby, consenting to Wastech Holdings, that in the event that the Customer becomes in default of payment for any reason, the failure to return Equipment on trial or return of damaged Equipment on trial, then Wastech Holdings reserves the right to automatically debit the Customer's credit card.
- 26.4 Where Wastech Holdings has provided Equipment (including, but not limited to accessories or other components) for trial, and subsequently the items are not returned within the thirty (30) day trial period or the Equipment is returned damaged, Wastech Holdings shall reserve the right to charge the Customer's credit card as per clause 26.3.
- 26.5 The Customer acknowledges and agrees that in the event that the Customer requests Wastech Holdings to make a Call-Out to carry out any Services, then Wastech Holdings reserves the right to charge a minimum Call-out fee based on Wastech Holdings' hourly labour rate, (penalty rates may apply for weekends and/or Public Holidays, unless otherwise agreed between Wastech Holdings and the Customer), plus travel and parts.
- 26.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 26.7 These terms and conditions may be meant to be read in conjunction with Wastech Holdings' Hire Form or Service Maintenance Agreement, and:
- (a) where the context so permits, the terms 'Equipment' or 'Services' shall include any supply of Equipment, as defined therein; and
 - (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
- 27. Other Charges**
- 27.1 In addition to the Price, the Customer will be required to pay to Wastech Holdings, immediately upon request:
- (a) for any consumables, fuel or trade materials supplied to the Customer by Wastech Holdings;
 - (b) where applicable, the costs of delivering, mobilisation, demobilisation, commissioning and/or collecting the Equipment (as per clause 8.1);
 - (c) for repairs and maintenance carried out by Wastech Holdings at the Customer's request;
 - (d) all costs incurred in cleaning and/or repairing the Equipment where the Equipment is not returned in good working order (including damage caused by undue wear and tear, such as damaged due to rough loading or handling, neglect by the Customer of maintenance and servicing, dust related electric failure;
 - (e) any lost hire fees Wastech Holdings would have otherwise been entitled to for the Equipment, under this, or any other hire contract;
28. **Use, Operation and Maintenance of the Equipment**
- 28.1 Hire charges shall commence from the time the Equipment has started to be used legally and shall continue until the return of the Equipment thereto, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 28.2 The date upon which the Customer advises of termination shall in all cases be treated as a full day's hire.
- 28.3 In the event of Equipment breakdown provided the Customer notifies Wastech Holdings immediately, hiring charges will not be payable during the time the Equipment are not working, unless the condition is due to negligence or misuse on the part of or attributable to the Customer.
- 28.4 Stand down:
- (a) will only be applicable where agreed to in writing between the parties prior to the commencement of the Hire Term. Otherwise, any request by the Customer to Wastech Holdings will be, in the first instance, orally and confirmed in writing for consideration by Wastech Holdings. Adjustment to Hire Charges will be made on the merit of such request, and only in accordance with this clause;
 - (b) is usually charged to the Customer at fifty percent (50%) of the daily Hire Charges, unless otherwise agreed in writing between the parties prior to the stand down.
- 28.5 The Customer shall:
- (a) maintain the Equipment as is required by Wastech Holdings;
 - (b) notify Wastech Holdings immediately by telephone of the full circumstances of any mechanical breakdown, accident or damage due by rain, wind cyclone etc and may at Wastech Holdings' discretion be subject to an inspection, an additional charge will apply. The Customer is not absolved from the requirements to safeguard the Equipment by giving such notification;
 - (c) satisfy itself at commencement that the Equipment are suitable for its purposes;
 - (d) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Wastech Holdings or posted on the Equipment;
 - (e) ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to Wastech Holdings upon request;
 - (f) comply with all occupational health and safety laws relating to the Equipment and their operation;
 - (g) not move the Equipment once placed in position by the Customer, except with the express approval of Wastech Holdings. Any relocation of the Equipment shall attract an additional charge, and all risk for the performance of such shall rest with the Customer (as per clause 27);

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- (h) employ the Equipment solely in its own work and not permit the Equipment of any part thereof to be used by any other party for any other work;
 - (i) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to Wastech Holdings;
 - (j) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment;
 - (k) will not remove the Equipment from the state of New South Wales without the prior written approval of Wastech Holdings;
 - (l) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
 - (m) employ the Equipment solely in its own work and shall not permit the Equipment or any part thereof to be used by any other party for any other work;
 - (n) not exceed the recommended or legal load and capacity limits of the Equipment;
 - (o) not use or carry any illegal, prohibited or dangerous substance in, or on, the Equipment;
 - (p) not fix any of the Equipment in such a manner as to make them legally a fixture forming part of any freehold;
- 28.6 Immediately on request by Wastech Holdings the Customer will pay:
- (a) the new list price of any Equipment that are for whatever reason destroyed, written off or not returned to Wastech Holdings;
 - (b) all costs incurred in cleaning the Equipment;
- (c) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to ten percent (10%) of the new list price of the Equipment;
 - (d) the cost of repairing any damage to the Equipment caused by the negligence of the Customer or the Customer's agent;
 - (e) the cost of repairing any damage to the Equipment caused by vandalism, or (in Wastech Holdings' reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Customer;
 - (f) any lost hire fees Wastech Holdings would have otherwise been entitled to for the Equipment, under this, or any other hire contract.
- 28.7 Wastech Holdings may terminate the hire contract, without being liable for damages for doing so, if:
- (a) the Customer default in the punctual payment of any monies due;
 - (b) the Customer fails to observe or perform any condition in this, or any other uncompleted hire contract between Wastech Holdings and the Customer;
 - (c) the Customer is declared bankrupt, or an official manager is appointed to any of the Customer's assets;
 - (d) the Customer applies to take benefit of any law for the relief of bankrupt or insolvent debtors, compounds with their creditors, or makes an assignment of their remuneration for their benefit.
- 28.8 In the circumstances of clause 28.7 Wastech Holdings shall be entitled to enter upon the Customer's Site and remove the Equipment from the Site, without prejudice to any arrears in hire charges or other sums due to the breach if the Customer's obligations or for damages that may arise from any event, and from then Wastech Holdings shall be freed and discharged from all actions, suits, claims, demands by or obligations to the Customer under or by virtue where this contract is for the purpose of hire.