

TERMS and CONDITIONS

1. Definitions

In these terms and conditions (**Terms**):

- (a) **ACL** means schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (b) **ADGC** means the Australian Code for the Transport of Dangerous Goods by Road & Rail published by the National Transport Commission ABN 67 890 861 578 as updated from time to time.
- (c) **C&D Waste** means concrete with dirt and other waste (plastic pipe, timber etc).
- (d) **Chain of Responsibility Legislation** means the *Heavy Vehicle National Law Act 2012* (Qld) and Heavy Vehicle National Law Regulations (Qld) 2014 or any law based on or adapted from the Heavy Vehicle National Law and Regulator from time to time.
- (e) **Clean Concrete** means concrete with steel reo and up to 20% dirt but no other waste.
- (f) **Clean Fill** means clean excavated alluvial soil, no organics or contaminants.
- (g) **Concrete and Dirt** means concrete with steel reo, 25-50% dirt, but no other waste.
- (h) **Contaminated or Hazardous Materials** means asbestos, tyres, batteries, putrescible waste, mattresses or any other material RINO reasonably determines is or may be contaminated or hazardous.
- (i) **Customer** means customer (or any person acting on behalf of and with the authority of the Customer), as described in the Contract Details or on any quotation, work authorisation or other form as provided by RINO to the Customer.
- (j) **Goods** means the goods supplied by RINO to the Customer in a Purchase Order (and where the context so permits shall include any supply of Services as hereinafter defined) and as described on the invoices, quotation, work authorisation or any other forms as provided by RINO to the Customer.
- (k) **Green Waste** means grass, shrubs, small trees, branches, palms fronds, mixed with soil (no tree stumps and root balls).
- (l) **Guarantor** means that person or persons, or entity who by signing a document headed "Guarantee and Indemnity" agree to be liable for the debts of the Customer on a principal debtor basis.
- (m) **Interest Rate** means for a given date, five (5) percent above the daily cash rate set by the Reserve Bank of Australia and displayed at or about 10:30 am (Sydney time) on that date on Eikon (formerly Thomson Reuters Eikon) page "RBA30" (or as displayed on any successor or replacement information service).
- (n) **PPSA** means the Personal Property Securities Act 2009 (Cth).
- (o) **Premises** means any premises from which RINO performed the Services.
- (p) **Price** means the price payable for the Goods and or Services between RINO and the Customer in accordance with clause 5 of these Terms.
- (q) **Policies** means the RINO policies notified to the Customer, including the prohibited tipping of ACM products or contaminated materials policy.
- (r) **Purchase Order** means an order for Goods or Services in a form agreed by RINO and the Customer.
- (s) **Regulator** has the meaning given in the Chain of Responsibility Legislation.
- (t) **RINO** means QRT Operations Ltd and its subsidiaries including Pinkenba Operations Pty Ltd and other related entities, its successors and assigns or any person acting on behalf of and with the authority of the QRT Group.
- (u) **Services** means all services including receiving waste products and material by RINO from the Customer (and where the context so permits shall include any supply of Goods as defined above), and as described on the invoices or any other forms as provided by RINO to the Customer.
- (v) **Unsuitable Fill** means concrete with steel reo, >50% dirt, or clean fill with clay lumps and minimal contaminants (no grass, sticks twigs), which can be wet (but no flowing water).
- (w) **Waste Products** includes Clean Concrete, Concrete & Dirt, C & D waste, Clean Fill, Unsuitable Fill, Green Waste, Wet Clay, acid sulphate soil, or possible acid sulphate soil (liming rate required), but does not include any regulated or contaminated waste, such as asbestos, tyres, batteries, putrescible waste or mattresses.
- (x) **Wet Clay** means wet clay which contains no flowing water and must be spreadable with very small particle size (brown to black in colour).

2. Acceptance

- (a) Any instructions received by RINO from the Customer for the supply of Goods and or Services and/or the Customer's acceptance of Goods and or Services supplied by RINO shall constitute acceptance of the Terms contained herein.

- (b) Where more than one Customer has entered into these Terms, the Customers shall be jointly and severally liable for all payments of the Price.
- (c) Upon acceptance of these Terms by the Customer, these Terms are binding and can only be amended with the written consent of RINO and the Customer.
- (d) The Customer undertakes to give RINO at least 14 days' notice of any change in the Customer's name, address and/or any other change in the Customer's details.
- (e) RINO's decision regarding the classification of any Waste Products shall be final and taken as accepted either:
 - (i) as soon as the driver leaves the weighbridge for each load; or
 - (ii) if the weighbridge is faulty or there is no weighbridge at the Premises, as soon as the driver leaves the Premises.
- (b) RINO may review loads and disposals up to a week after the material is dropped off and can reclassify the material based on photographic evidence. The customer will have 5 business days to review the photographs and dispute for a valid reason only.

3. Customer warranties

- (a) The Customer indemnifies RINO (including its officers, employees, related entities and agents) with respect to all loss, costs, expenses and damage of any nature (including those incurred by RINO as a result of the Waste Products and material) arising directly or indirectly from:
 - (i) a breach of these Terms by the Customer, including the warranties contained in these Terms;
 - (ii) any claim by Third Parties for compensation for personal injury or loss or damage to third party property, as a result of any act or omission by the Customer;
 - (iii) the supply of any waste, goods or products in a form other than as represented by the Customer at the time of delivery; and
 - (iv) any impost from a government body for a breach of the local health and safety laws or applicable Australian laws and regulations caused by or contributed to by the Customer.
- (b) The Customer warrants that it at all relevant times will hold public liability insurance to the value of \$20,000,000.
- (c) The Customer warrants that it at all relevant times will hold workers compensation insurance in accordance with all applicable state and territory legislation.
- (d) The Customer warrants that it at all times will maintain and ensure the Premises is safe and accessible

4. RINO Warranties to Customer

- (a) RINO indemnifies the Customer with respect to all loss, costs, expenses and damage of any nature arising directly from:
 - (i) a breach of these Terms by RINO, including the warranties contained in these Terms;
 - (ii) any claim by Third Parties for compensation for personal injury or loss or damage to third party property, as a result of any act or omission by RINO; and
 - (iii) any impost from a government body for a breach by RINO of the local health and safety laws or applicable Australian laws and regulations;except to the extent any loss, costs, expenses or damage are caused or contributed by the Customer or Third Parties.

5. Price and payment

- (a) For Goods supplied to the Customer, the Price shall be either the Price as indicated on invoices provided by RINO to the Customer in respect of Goods and or Services supplied; or RINO's quoted Price (subject to clause 5(b)) which shall be binding upon RINO provided that the Customer shall accept RINO's quotation in writing within 30 days.
- (b) RINO reserves the right to change the Price in the event of a variation to RINO's quotation, if the Customer does not accept the changed price they may terminate the Purchase Order within [5 Business Days] of being notified of the changed price.
- (c) At RINO's sole discretion, a deposit may be required.
- (d) Time for payment for the Goods and/or Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment

shall be due 30 days following the date of the invoice, unless otherwise agreed between the parties in writing.

- (e) Payment will be made by cash, bank cheque, credit card (which shall attract a surcharge of up to 3% of the Price), direct credit or any other method as agreed between the parties in writing.
- (f) GST and other taxes and duties that may be applicable, from time to time, will be added to the Price except when they are expressly included in the Price.
- (g) For services (receipt of product and waste from Customer): Waste Products received from the Customer will be invoiced at the rates published from time to time.
- (h) Should the Customer dispute the rate invoiced for the Waste Products and/or waste classification the Customer must do so before:
 - (i) the driver leaves the weighbridge for each load; or
 - (ii) if the weighbridge is faulty or there is no weighbridge at the Premises, the driver leaves the Premises.
- (h) Invoices not disputed within 7 days of the date of the invoice will not be amended except for manifest error.

6. PPSA

- (a) In this clause:
 - (i) Financing Statement has the meaning given to it by the PPSA;
 - (ii) Financing Change Statement has the meaning given to it by the PPSA;
 - (iii) Security agreement means the security agreement under the PPSA created between RINO and the customer by these Terms; and
 - (iv) Security Interest has the meaning given to it by the PPSA.
- (b) Upon acceptance of these Terms by the Customer, the Customer acknowledges and agrees that these Terms:
 - (i) Constitutes a security agreement for the purposes of the PPSA; and
 - (ii) Create a security interest in all Goods and/or Services previously supplied by RINO to the Customer, if any, and all Goods and/or Services that will be supplied in the future by RINO to the Customer.
- (c) The Customer undertakes to 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 RINO 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;
 - (iii) correct a defect in a statement;
 - (iv) indemnify, and up demand reimburse, RINO 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 and or services charged thereby;
 - (v) not register a Financing Change Statement in respect of a security interest;
 - (vi) not register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Goods and or Services in favour of a third party without the prior written consent of RINO; and
 - (vii) immediately advise RINO of any material change in its business practices.
- (d) RINO and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms.
- (e) The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- (f) The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- (g) Unless otherwise agreed to in writing by RINO, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

7. Customer's Disclaimer

To the extent permitted by law, the Customer hereby disclaims any right to rescind, cancel any contract with RINO, to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by any servant or agent of RINO. The Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

8. Limited warranty

Certain statutory implied guarantees and warranties (including, without limitation statutory guarantees under the Australian Consumer Law), may be implied into these Terms (**Non-excluded Guarantees**). Except as expressly set out in these Terms or in respect of the Non-Excluded Guarantees, RINO makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. RINO's liability in respect of the Non-Excluded Guarantees is limited to the fullest extent permitted by law.

Nothing in the Terms is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the ACL, or the exercise of a right conferred by such a provision, or any liability of the Supplier in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

9. Limitation of liability

To the extent permitted by law, all terms, conditions, warranties, guarantees or undertakings (whether express or implied, statutory or otherwise) relating to the Goods or their sale, except as set out in these Terms are excluded. RINO is not liable for loss of profit, economic or financial loss, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer.

The Customer and RINO agree that either party's maximum liability arising under or in connection with these Terms, is in any given twelve (12) month period limited to the fees paid or payable in connection with all Purchase Orders between the parties for the previous twelve (12) month period.

10. Default and consequences of default

- (a) Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at the Interest Rate and such interest shall compound monthly at such a rate after as well as before any judgement.
- (b) If the Customer defaults in payment of any invoice when due, the Customer shall indemnify RINO from and against all costs and disbursements incurred by RINO in pursuing the debt including legal costs on a solicitor and own client basis and RINO's collection agency costs.
- (c) Without prejudice to any other remedies RINO may have, if at any time the Customer is in breach of any obligation (including those relating to payment), RINO may suspend or terminate the supply of Goods to the Customer and any of its other obligations under these Terms. RINO will not be liable to the Customer for any loss or damage the Customer suffers because RINO has exercised such rights.
- (d) Without prejudice to RINO's other remedies at law, RINO shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to RINO shall, whether or not due for payment, become immediately payable in the event that:
 - (i) any money payable to RINO becomes overdue, or in RINO's reasonable opinion the Customer will be unable to meet its payments as they fall due;
 - (ii) 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
 - (iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

11. Notification of change of details

The Customer will provide written notice to RINO of any change in the Customer's structure or management, including any change of directors, shareholder, partnership, trusteeship or address within 7 days of the change.

12. Trusts

- (a) If the Customer enters into these Terms as a trustee of a trust, the Customer warrants the assets of the trust are sufficient to fulfil the Customer's obligations under these Terms and that they have a standard and unfettered right of indemnity from such assets.
- (b) The Customer must, at the reasonable request of RINO, provide RINO with a copy of the trust deed and (if applicable) any subsequent deed(s) in connection with the trust.
- (c) All guarantees under or related to these Terms will be continuing guarantees and will terminate only with RINO's written agreement.

13. Privacy

- (a) The Customer and each Guarantor acknowledge that the terms of the Privacy Notice are incorporated into these Terms.
- (b) The Customer agrees that personal credit information provided may be used and retained by RINO for the following purposes and for other purposes as shall be agreed between the Customer and RINO or required by law from time to time:
 - (i) provision of Goods or Services; and/or
 - (ii) marketing of Goods or Services by RINO, its agents or distributors in relation to the Goods or Services; and/or
 - (iii) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods or Services; and/or
 - (iv) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
 - (v) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods or Services.

14. Assignment

The Customer may not assign any agreement under these Terms without RINO's prior written consent.

15. General

- (a) If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- (b) These Terms and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

- (c) RINO shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by RINO of these Terms.
- (d) In the event of any breach of these Terms by RINO the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- (e) 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 RINO.
- (f) RINO may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- (g) RINO reserves the right to review these Terms at any time. If, following any such review, there is to be any change to these Terms, then that change will take effect from the date on which RINO notifies the Customer of such change.
- (h) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- (i) The failure by RINO to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect RINO's right to subsequently enforce that provision.
- (j) The Customer warrants it has read and agrees to the terms of the Policies.

16. Non-Solicitation

16.1 Restraint of Certain Activities

- (a) To reasonably protect RINO's legitimate business interests, the Customer must not engage in the Restraint Activities in the Restraint Area for the Restraint Period.
- (b) The promises given by the Customer in this clause 16 will apply, and may be enforced against the Customer.
- (c) Each restraint contained in this clause constitutes a separate and independent provision, severable from the other restraints. If a court of competent jurisdiction finally decides any such restraint to be unenforceable in whole or in part, the enforceability of the remainder of that restraint or any other restraint will not be affected.
- (d) For the purposes of this clause 16:
 - (i) Competitor means:
 - a. anyone that competes with RINO; or
 - b. anyone that operates in the industry of the Restrained Business; and
 - (ii) Restrained Business means a business or operation similar to, or competitive with RINO's Business and includes the business of a Competitor;
 - (iii) Restraint Activities has the meaning given to it by clause 16.2;
 - (iv) Restraint Area means anywhere within:
 - a. 10 kilometres of the Premises;
 - b. 7 kilometres of the Premises;
 - c. 3 kilometres of the Premises;
 - d. 1 kilometre of the Premises; and
 - e. 500 metres from the Premises
 - (v) Restraint Period means during the term of this Purchase Order and for:
 - a. 12 months thereafter;
 - b. 6 months thereafter; and
 - c. 3 months thereafter.

16.2 Restraint Activities

Restraint Activities means, from the date any Purchase Order is fulfilled, for the Restraint Period within the Restraint Area the Customer must not counsel, procure or otherwise assist another person or entity to:

- (a) Solicit and interfere with connections
 - (i) canvas, solicit, approach or accept any approach from, or deal in any way with, any client, customer or supplier of the RINO whom the Customer has had dealings during the last 12 months of the employment with a view to obtaining the custom or dealing with that client, customer or supplier in a Restrained Business; or
 - (ii) interfere with the relationship between the RINO and any of its clients, customers, suppliers or agents.
- (b) Solicit and interfere with employees
 - (i) induce or encourage any employee or contractor of the RINO with whom the Customer has had dealings with during the last 12 months of the Purchase Order to leave their employment or engagement with RINO; or
 - (ii) interfere with the relationship between the RINO and any of its employees or contractors.

17. Supply of Goods

17.1 Customer Warranties

- (a) The Customer warrants the Goods delivered by RINO shall be used in accordance with the intended purpose as specified in the Purchase Order.

17.2 RINO Warranties to Customer

- (a) RINO warrants that the Goods supplied to Customers, the loading and transportation shall comply with all applicable local health and safety laws, as well as applicable Australian laws, regulations, standards and codes, including Chain of Responsibility Legislation, and the ADGC (if applicable).
- (b) RINO warrants that the Goods supplied to the Customer;
 - (i) are supplied in accordance with the description in an applicable Purchase Order; and
 - (ii) as far as reasonably practical, do not contain any Contaminated or Hazardous Materials.
- (b) RINO warrants that they will do all things reasonably requested of them by the Customer for the Customer to meet its obligations under any relevant laws, including the Chain of Responsibility Legislation.
- (c) RINO warrants that they will, so far as is reasonably practicable:
 - (iii) ensure, the safety of the transport activities relating to the Goods or Services;
 - (iv) eliminate public risks (as defined in the **Chain of Responsibility Legislation**) and, to the extent it is not reasonably practicable to eliminate such public risks, minimise such public risks; and
 - (v) not directly or indirectly cause or encourage:
 - i the driver of any heavy vehicle to contravene this Law; or
 - ii the driver of any heavy vehicle to exceed a speed limit applying to the driver; or
 - iii another person, including another party in the chain of responsibility, to contravene the Chain of Responsibility Legislation.

17.3 Delivery of Goods

- (a) Unless otherwise notified by RINO, delivery of the Goods shall take place when:
 - (i) the Customer takes possession of the Goods at RINO's address; or
 - (ii) the Customer takes possession of the Goods at the Customer's address (in the event that the Goods are delivered by RINO or RINO's nominated carrier).
- (b) At RINO's sole discretion, the costs of delivery are:
 - (i) included in the Price; or
 - (ii) in addition to the Price; or
 - (iii) for the Customer's account.
- (c) The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then RINO shall be entitled to charge a reasonable fee for redelivery.

17.4 Title

- (a) Where Goods are to be supplied by RINO in accordance with these Terms, title in the Goods shall not pass until the Customer has paid the Price. Risk in the Goods passes to the Customer at the time of delivery.
- (b) The Customer holds the Goods as fiduciary bailee and agent for RINO and where practicable must keep the Goods physically separate and identifiable from all other goods of the Customer until payment of all moneys for those Goods owned by the Customer to RINO until RINO shall have received payment and all other obligations of the Customer are met.
- (c) If the Customer sells any of the Goods supplied while money is owed to RINO, the Customer must keep the proceeds of sale in a separate account and not mix them with any other funds.
- (d) If the Customer uses the Goods in some manufacturing or construction process of its own or of some third party while money is owed to RINO, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods in trust for RINO. Such part shall be deemed to equal the dollar terms the amount owing by the Customer to RINO and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Goods will be discharged.
- (e) If Goods are supplied to the Customer and money is owed to RINO, the Customer shall not deal with any such amount owed to RINO in any way which may be adverse to RINO; and
- (f) The Customer shall not encumber or charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of RINO.

17.5 Risk

- (a) The risk in the Goods remains with RINO until the time of delivery in accordance with these Terms.
- (b) If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, RINO is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms by RINO is sufficient evidence of RINO's rights to receive the insurance proceeds without the need for any person dealing with RINO to make further enquiries.

17.6 Defects

- (a) The Customer agrees and acknowledges that it is their responsibility to promptly inspect the Goods on delivery and ensure that they are suitable for the intended use. Except as expressly agreed otherwise, RINO does not warrant that the Goods will be suitable for any purpose or are free from contamination.

- (b) The Customer must promptly inspect the Goods on delivery and may reject any Goods delivered to it that do not comply with clause 4 provided that the Customer notifies RINO within a reasonable time of delivery of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. If the Customer fails to provide notice in accordance with this clause 17.6(a), RINO will not be liable for defects or loss in connection with the Goods.
- (c) The customer must take reasonable steps to ensure any quality issue, contamination or unsuitable product is contained and quarantine from use. RINO will not be liable for additional costs to rectify that could reasonably have been avoided.
- (d) The Customer shall afford RINO an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. Where RINO is unable to inspect the Goods, the Customer agrees that RINO's liability is limited to the replacement value of the Goods. The Customer is deemed to have accepted the Goods if the Customer fails to give notice in accordance with clause 17.6(a).
- (e) For defective Goods, RINO's liability is limited to either (at RINO's discretion) replacing or repairing the Goods, or providing a refund for the purchase price of the Goods.
- (f) Goods will not be accepted for return other than in accordance with clause 17.6(a) unless the law requires otherwise.
- (a) RINO may cease performance of Services at any point, if performance of such Services would require RINO to handle materials which are materially inconsistent with the Customer's description of such materials.
- (b) RINO may refuse to perform the Services if, in RINO's reasonable opinion it would be unsafe for RINO to do so.

17.7 Cancellation

- (a) RINO may cancel any contract to which these Terms apply or cancel delivery of Goods within a reasonable time before the Goods are delivered by giving written notice to the Customer. On giving such notice RINO shall repay to the Customer any sums paid in respect of the Price. To the extent permitted by law RINO shall not be liable for any loss or damage whatever arising from such cancellation.
- (b) In the event that the Customer cancels delivery of Goods the Customer shall be liable for any delivery costs incurred by RINO as determined by RINO, acting reasonably, up to the time of cancellation.

18. Supply of Services

18.1 Customer Warranties

- (a) The Customer warrants that the Waste Products delivered to RINO and the loading and transportation procedure for such Waste Products shall not be dangerous or hazardous and will comply with all applicable local health and safety laws, as well as applicable Australian laws, regulations, standards and codes, including Chain of Responsibility Legislation and the ADGC (if applicable).
- (b) The Customer warrants that the Goods (including Waste Products) delivered to RINO do not contain any Contaminated or Hazardous Materials.
- (c) If the Goods (including Waste Products) contain Contaminated or Hazardous Materials, the Customer must rectify any Contaminated or Hazardous Material within one (1) Business Day upon receipt of notice from RINO of such contamination.
- (d) If the Customer fails to rectify the Contaminated or Hazardous Materials in the Goods pursuant to clause 18.1(c), RINO shall rectify or remove any Contaminated or Hazardous Materials at a reasonable rate determined by RINO or notified by RINO to the Customer.
- (e) The customer will be liable for the contaminated product as well as any other works deemed necessary by a third party expert to rectify the contamination on the RINO Site.
- (f) The Customer warrants that they will provide all information relating to the source of the Waste Products and do all other things reasonably requested of them by RINO for RINO to meet its tracking and reporting obligations and other obligations under relevant laws, including the Chain of Responsibility Legislation.
- (g) The Customer warrants that they will, so far as is reasonably practicable:
 - (i) ensure, the safety of the transport activities relating to the Goods or Services;
 - (ii) eliminate public risks (as defined in the Chain of Responsibility Legislation) and, to the extent it is not reasonably practicable to eliminate such public risks, minimise such public risks; and
 - (iii) not directly or indirectly cause or encourage:
 - i the driver of any heavy vehicle to contravene the Chain of Responsibility Legislation; or
 - ii the driver of any heavy vehicle to exceed a speed limit applying to the driver; or
 - iii another person, including another party in the chain of responsibility, to contravene the Chain of Responsibility Legislation.

18.2 RINO Warranties to Customer

- (a) RINO warrants that the Services will be provided with reasonable care and skill.

18.3 Title

- (a) Where Waste Products are to be supplied to RINO in accordance with these Terms, title in the Waste Product will pass to RINO at the time of delivery.

18.4 Risk

- (a) The risk in the disposal of Waste Products or material remains with the Customer until the services are paid in full, but remains with the Customer if any Waste Product or material is contaminated or un-acceptable for disposal by RINO.

18.5 Defects