

## RINO BIN YARD TERMS & CONDITIONS

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RINO provides complimentary use of our bin storage area to current customers of RINO under the following conditions.

1) INTERPRETATION in these conditions:

- a) "Agreement" means this storage agreement, including any cover page containing your details and payment details, any schedules, and any other document or materials it specifies form part of it;
- b) "RINO" means Pinkenba Operations Pty Ltd (ABN 93 646 231 138),
- c) "Other Fee" means any of the fees specified as other fees on the cover page of this Agreement or any other fees that RINO determines it needs to impose to recover operational costs (both internal and external) and that are advised to You in writing;
- d) "Premises" means the premises owned or controlled by RINO, including the land, buildings, hardstand and any other structure on the land, at which your bins are located;
- e) "You" and "Your" refers to the person (including a corporation or other entity such as a trust or trustee) named as the Storer in the Agreement and their successors and assigns; and if there is more than one, it refers to each severally and any two or more jointly;
- f) "Your bins" means your skip bins or any item or thing which You bring onto the Premises;

2) STORAGE AND AREA

- a) Subject to clause b), RINO gives You a license to store Your bins on our premises, in accordance with this Agreement, on a month-to-month basis until terminated by either party in accordance with this Agreement.
- b) Events may occur or operational circumstances may lead RINO to change storage arrangements when prudent or necessary. If RINO believes this is the case, RINO will provide you with at least one (1) weeks' notice of any change.
- c) Available space and the number of bins stored on site will be linked to the volume and spend with RINO and will be allocated at RINO's discretion.
- d) Allotted space will be reviewed on a quarterly basis and changes in line with Clause c)
- e) RINO will provide information on space available to you, but ultimately, You are responsible for ensuring you do not exceed your allocated area and ensuring they are stored in an appropriate manner for your requirements.
- f) The contents of your bins are your responsibility and should not contain any hazardous waste or any material not accepted by RINO.
- g) All bins need to be empty while on site. If any bins are found to contain any waste, they will need to be emptied within 1 business day or RINO reserves the right to dispose of the contents of the bin at your cost. You will be charged a transport fee to our site as well as the highest disposal rate of the waste regardless of the content.

3) RISK and RESPONSIBILITY FOR YOUR BINS

- a) At all times (including while Your Bins are on our premises) Your Bins are:
  - i) in Your (and not RINO's) possession and control and you are responsible for them. RINO is merely providing a space for you to store Your Bins;
  - ii) within Your (and not RINO's) knowledge. Whilst RINO has rights under this Agreement to access and inspect your bins or deal with Your Bins in certain circumstances, it otherwise will not conduct an inventory of Your Bins and doesn't know what You are storing;
  - iii) at Your risk. Unless RINO exercises a right under this Agreement, the use of Your Space, storage of Your Bins and securing of Your Space is Your responsibility and as such the risk relating to them is Yours. You acknowledge and accept that the provisions of this clause 3) are fair and reasonable given Your possession and control over Your Bins.
- b) As You have possession of and control over Your Bins and You are responsible for securing them, You acknowledge and agree that RINO is not a bailee or warehouseman of Your Bins nor does RINO have possession of Your Bins at any time. You also warrant that You are either the owner of or control the goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

#### 4) PAYMENT

- a) While there is no charge to use the area allotted to you in accordance with your volume as per clause 2). If you elect to use an additional area or exceed your number of bins or area allocation, You agree to pay RINO the weekly storage fee per m3 to be billed at the end of the month.
- b) All fees for storage are due and payable in accordance with your credit account with RINO.
- c) If You fail to pay RINO any amount when it is due under this Agreement or if any payment is dishonoured or cancelled, You acknowledge that RINO incurs administrative and other expenses (both internal and external) as a result of your noncompliance with your obligations. These costs need to be recovered by RINO as part of operating its business. You agree to pay RINO (when You pay the overdue amount) the Processing Fee and any Other Fee that may apply pursuant to the terms of this Agreement applying to the period between the due date for payment and the date You actually pay, together with any associated telephone, postage and other costs related to collection of these amounts.
- d) Over time various factors (such as interest rates, inflation and the day-to-day operational cost of doing business) affect the profitability of a business. In order for RINO to be able to continue to operate the business at a profitability level acceptable to RINO, it may be necessary to increase some or all of its fees. RINO may increase the Storage Fee, Processing Fee or Other Fee by giving You 14 days' prior notice. You acknowledge and agree that it is reasonable for RINO to make any such increases as part of the ordinary operation of its business.

#### 5) ACCESS

- a) Subject to clauses b) and c), You may access Your Space during the access hours of 6am and 8pm Monday to Thursday and 6am to 5pm Friday. It is necessary for RINO to be able to determine when the Premises will and will not be accessible by customers for various reasons including security, costs, safety, and other business reasons. As such, You acknowledge and agree that RINO may change the access hours at its discretion and that it is reasonable for it to do so as part of its operation of the Premises.
- b) You may only access Your Space outside the Access Hours with RINO's consent which may be given or withheld at RINO's sole discretion.
- c) RINO may (without being obliged to do so) refuse You or any other person access to the Premises or Your Space (including after this Agreement has been terminated) if:
  - i) You have not complied with any of Your obligations under this Agreement; or
  - ii) You or any other person do not produce identification and/or evidence satisfactory to RINO to show You or the other person are entitled to access. Once any issue contemplated by this clause is remedied, You will be granted access again subject to RINO's office hours.
- d) If You have been refused access to Your Space due to Your default under this Agreement, Your obligations under this Agreement (including payment of the Storage Fees to RINO) continue until termination of this Agreement, even though You may not have access to the Premises or Your Space, for all or part of the Storage Period. This is because RINO cannot otherwise licence Your Space whilst Your Bins are still in it or You still have possession of it during any period where RINO may be providing You with the opportunity to remedy the default.
- e) RINO may (without being obliged to do so): access or inspect Your Space and/or Your Bins at any time to ensure compliance with this agreement and to ensure Your Bins or any act or omission by You in connection with Your Space may cause harm to any person, property or the environment and in this event if it considers it necessary, RINO may immediately (and without notice to You) take any action considered by RINO to be necessary to remedy the risk at your costs.
- f) You acknowledge that the actions that RINO may take pursuant to this clause 5) are reasonable as part of the operation of a storage business and in particular to allow RINO to take the steps necessary in the circumstances contemplated by clause 5 and You agree to RINO being able to exercise these rights.

#### 6) YOUR OBLIGATIONS

- a) You must only use Your Space for storage of your bins and no other business or activity.
- b) To prevent harm or damage, Your Bins must not include any item or material not accepted by RINO at our recycling facility
- c) Your bins must be empty while stored on site.
- d) You must ensure the area immediately around your bins or allotted to you is clean and free of waste. Any waste found in or near your area will be collected and disposed of at your cost. It is up to RINO's discretion as to what is deemed to be in your area.

- e) You must not cause any inconvenience or nuisance to any other person using the Premises. This includes taking reasonable steps to ensure that no noxious substance or substance that may cause harm is stored in or escapes from Your Space to the surrounding area including any other storers' space.
- f) You must, at your cost, comply with all laws applying to Your Bins or the storage of Your Bins on our premises, or the use of Your Space.

#### 7) LIABILITY, RELEASE AND INDEMNITY

- a) You (for all time and despite any earlier termination of this Agreement) release RINO (and its employees, contractors and agents) from; and indemnify RINO (and its employees, contractors and agents) against, any costs, expenses, loss, damages, claims, action or liability, to the extent it is arising (including whether in contract, tort under statute or otherwise) from or in connection with,
  - i) loss of or damage to Your Bins;
  - ii) damage to any device used by You to secure Your Space resulting from RINO accessing Your Space in accordance with this Agreement;
  - iii) RINO either refusing You access to the Premises and Your Space or terminating this Agreement in accordance with this Agreement; or
  - iv) loss of or damage to any property (including RINO's property) or death of or injury to any person caused or contributed to by; Your Bins; You or any person accessing the Premises or Your Space with Your authority or consent; Your use of Your Space by You or any other person authorised by You; RINO or any of its contractors, agents, or employees in exercising any other right or power pursuant to this Agreement.
- b) To the extent that your actions or omissions in relation to Your use of the Space or Your failure to comply with this Agreement cause any damage, expense, loss, liability ("Loss") to RINO or any other party, you agree and acknowledge that You are liable for such Loss and that RINO may recover such Loss incurred by it from You.
- c) You acknowledge that RINO may from time to time be required by the operation of law (including the common law, statute or the rules of a securities exchange), or court order to discuss, assist an investigation or action, or provide information relating to You or Your use of Your Space or Your Bins (this may include the provision of copies of or lists of items You have on our premises, this Agreement or other documents or records relating to Your Space, Your Bins or use of Your Space and any other matters contemplated by this sub-clause) to a regulator, statutory agency, court, government department or other entity duly authorised by law to make such a request. You further acknowledge and agree that any such assistance that RINO provides pursuant to this clause is reasonable and that RINO may provide such assistance and is released and indemnified by You for any liability, expense, claim or loss incurred by You or any other person, that may arise as a result of the provision of such assistance.

#### 8) TERMINATION

- a) Either You or RINO may terminate this Agreement at any time giving not less than 7 days' written notice to the other. If you fail to give 7 days' written notice of termination to RINO this shall constitute a default.
- b) If You fail to comply with any of Your obligations under this Agreement after RINO gives You not less than 7 days' notice requiring You to comply, RINO may immediately terminate this Agreement by notice to You, and may, without further notice, enter Your Space and take possession of and deal with Your Bins as Abandoned Goods under clause 9.2. You expressly acknowledge and agree that it is reasonable for RINO to take the steps set out in this sub-clause as part of the operation of a storage Premises and You agree to RINO being able to exercise these rights.
- c) In the event that any of Your activities or Your use of Your Space, is considered by RINO to be illegal or environmentally harmful or otherwise harmful to other persons, RINO may terminate the Agreement without Notice. This will constitute a default under this Agreement.
- d) On termination of this Agreement, You must immediately:
  - i) pay to RINO any amounts which You owe to RINO and if RINO terminates this Agreement because of Your default, also the amount of 2 weeks Storage Fees payable under this Agreement (this amount represents an agreed amount between You and RINO to recompense RINO for income it is unable to earn for a period, due to Your default, by licencing Your Space to another person and You acknowledge that it is fair and reasonable);
  - ii) remove Your Bins from Your Space; and
  - iii) clean and remove all rubbish from and make good any damage caused by You or Your Bins to Your Space. If you fail to do this RINO may do so at Your cost.

## 9) ABANDONED GOODS

- a) If at any time You fail to:
  - i) pay RINO any amount due and owing to it by You; or
  - ii) remove Your Bins when required under this Agreement, and You do not rectify either within 7 days after RINO gives You written notice requiring you to remedy that failure, Your Bins will be taken to be "Abandoned Goods" for the purposes of this clause 9).
- b) In the event that Your Bins become, by operation of the provisions of this Agreement, Abandoned Goods for the purposes of this Agreement, You acknowledge that it is not reasonable for Your Bins to remain on our premises and that RINO will by necessity need to deal with them. Accordingly, You agree:
  - i) RINO may without being obliged to do so arrange; (i) the disposal of (which may include the dumping of); (ii) alternative storage of; or (iii) the sale of, any or all of Your Abandoned Goods, on such terms as RINO decides are reasonable;
  - ii) You acknowledge that RINO will incur costs (both internal and external) in having to deal with the Abandoned Goods and that it is fair for You to and You agree to pay the costs of and indemnify RINO for all costs, expenses, damages, claims, action or liability whatever arising from or in connection with RINO exercising its rights under paragraph i);
- c) RINO claims and You grant a contractual lien over Your Bins in the event any moneys are owing under the Agreement. For the purposes of the Personal Property Securities Act 2009, RINO is deemed to be in possession of the goods from the moment you are in breach of this agreement You consent to and authorises the sale or disposal of all goods regardless of their nature or value.

## 10) NOTICES

- a) Where you have consented to receiving notice by email, all notices required under this Agreement will be emailed to you. Alternatively, notice will usually be given in writing and emailed to, SMS'd to, or posted to, to the address of You In the event of not being able to contact You, notice is deemed to have been given to You by RINO if it has sent notices to the last notified address of You.
- b) Any notice given under this Agreement is deemed to have been given the day it is emailed or SMS'd or the day after the notice has been delivered, posted.

## 11) GENERAL PROVISIONS

- a) You must not assign, sub-licence or otherwise deal with Your rights or obligations under this Agreement without the written consent of RINO.
- b) Queensland Law applies to this Agreement.
- c) Any variation of this Agreement is only effective if it is in writing and signed (physically or electronically) by all parties. No oral statement made by either party shall form part of this Agreement.
- d) A party shall not be taken to have waived a right under or in connection with this Agreement unless the party expressly does so in writing. A waiver of any right or obligation at any time shall not be taken as a waiver of the right when it arises at any other time or a waiver of any other right.
- e) You must on demand pay and indemnify RINO for any stamp duty, goods and services tax or similar tax or liability imposed in connection with this Agreement or any supply under it.
- f) If any provision of this Agreement is legally unenforceable or made inapplicable, it shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.
- g) Your liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.
- h) This Agreement and the privacy policy on RINO's website constitutes the entire agreement between You and RINO for matters referred to in it. The parties agree that this Agreement reflects the final bargain agreed between them and that any prior arrangements, agreements, representations, or undertakings are superseded.
- i) You are responsible to pay any costs incurred by RINO in enforcing this Agreement in any way.
- j) The parties must endeavour to settle any dispute with one another before either party institutes any proceedings of any kind against the other.