

1 Acceptance

These Terms and Conditions ("Terms") constitute a legally binding agreement ("Agreement") between you and Handel Group Pty Ltd ABN 89 625 084 077 governing your purchase of a waste disposal product ("FLEXiSKiP"), the removal and disposal services ("Services") offered by us, by placing an order with us by telephone and also the use of our website with URL address www.handel.group, and any other websites through which we make the FLEXiSKiP and Services available, our mobile, tablet and other smart device applications, and application program interfaces and all associated products (collectively referred to as the "E-commerce Platform"). Our Policies applicable to your use of the E-commerce Platform are incorporated by reference into this Agreement.

The term 'Company' or 'us' or 'our' or 'we' refers to Handel Group Pty Ltd ABN 89 625 084 077, the owner of the E-commerce Platform and the seller of the FLEXiSKiP and the providers of the Services, and each affiliate and subcontractor of Handel Group. The term 'you' or 'your' refers to the E-commerce Platform user, a user placing an order with us by telephone, and the buyer of the FLEXiSKiP and the Services.

By continuing to use the E-commerce Platform or placing an order with us by telephone, you agree with the terms of our Privacy Policy.

If you do not agree with any of these Terms, you must not use the E-commerce Platform or place an order to use our Services. You must be at least 18 years old and able to enter into legally binding contracts to access and use the E-commerce Platform and place any order with us. By accessing or using the E-commerce Platform you represent and warrant that you are 18 or older and have the legal

2 FLEXiSKiP

- 2.1 FLEXiSKiP have been designed and manufactured as a single use bag for the removal and disposal of certain types of non-hazardous, non-toxic household, garden, building, construction and industrial waste, and is sold to you on this basis. You acknowledge that, once the FLEXiSKiP, with waste, is collected for disposal by us, the FLEXiSKiP will not be returned to you.
- 2.2 You are responsible for properly positioning, using, and loading the FLEXiSKiP with waste in accordance with the instructions on the FLEXiSKiP packaging, on the FLEXiSKiP itself and as set forth on our E-commerce Website from time to time. You are also responsible for all waste placed in the FLEXiSKiP, including hazardous and toxic waste. You may only fill the FLEXiSKiP with those items permitted by these Terms, any instructions provided by us and as allowed by the Environmental Protection (Controlled Waste) Regulations 2004 (the "Regulations"). If you do not comply with these requirements, then we reserve the right to reject the FLEXiSKiP and may refuse to collect it and charges applied as defined in clause 4.2.
- 2.3 Title - Title to the waste you place in the FLEXiSKiP vests in us when we pick up and remove the FLEXiSKiP from your premises except that title to, and liability for, any Controlled Waste you place in the FLEXiSKiP will always remain with you, even when we remove such Controlled Waste from your premises.

3 Waste Removal

- 3.1 We reserve the right to use affiliates and third-party subcontractors to fulfil the Services:
 - (a) No regulated waste types, including but not limited to tyres or liquids are to be placed in the FLEXiSKiP/s. Please refer to the acceptable items on our website at, E-commerce platform or information sheet.
 - (b) You shall indemnify us from any costs, expenses or losses incurred should you not comply with clauses 2.3 or 3.1.
- 3.2 If you need to place solid materials including but not limited to soils, clay, rocks, stones, concrete and masonry in FLEXiSKiP, filling of these materials must not exceed the height of the black strip sewn in to the FLEXiSKiP as defined in our instructional information. If for any reason you are unsure, you should contact us to ensure that the safe working capacity of the FLEXiSKiP is not exceeded.
- 3.3 Over filled FLEXiSKiP/s may require sorting and/or unloading to ensure they comply with transport requirements. Any such sorting and/or unloading will be at the sole discretion of our driver and may incur a fee as defined in clause 4.2.
 - (a) You shall make all reasonable attempts to ensure the FLEXiSKiP is easily accessible for pick up and removal as defined in the instructional information.
 - (b) An additional charge may be incurred when clear and/or safe access is not available to our driver when removing FLEXiSKiP, resulting in our driver needing to wait until access problem is rectified.
- 3.4 We will use reasonable endeavours to collect the filled FLEXiSKiP during the hours of 7am and 6pm on any day unless otherwise agreed with us.
- 3.5 You indemnify us from any damage to property caused in the pick-up and the removal of FLEXiSKiP when clear access has not been made available by you.
- 3.6 You indemnify us from damage caused to truck tyres should you or your representative instruct our driver to drive over objects that may reasonably be considered to have contributed to such damage.
- 3.7 FLEXiSKiP have been designed to be picked up and disposed of by our vehicles. If you use any other company, organisation or person to pick up or dispose of your FLEXiSKiP then we will have no responsibility for your FLEXiSKiP or their contents and you will indemnify us for any damages or losses resulting from such pick up and disposal in accordance with clause 7.

4 Payment

- 4.1 Price - The price payable by you for the FLEXiSKiP and Services is that stated on the E-commerce Platform or as advised to you on the telephone at the time of acceptance of your order, unless otherwise expressly agreed in writing by us. Prices quoted for the Services are based upon the information which you provide on the telephone or submit to the E-commerce Platform and we reserve the right to vary prices if that information is incorrect.
- 4.2 Time for Payment - The price of FLEXiSKiP delivery and FLEXiSKiP collection is displayed on the E-commerce Platform at the time of your request for each service.
 - (a) FLEXiSKiP product order: full payment will be deducted from the credit card or credit account linked to your account profile when the product is dispatched from our warehouse;
 - (b) FLEXiSKiP collection: full payment is deducted from the credit card or credit account linked to your account profile when the FLEXiSKiP is collected from your nominated address;
 - (c) Other charges: The Company may apply additional charges to your account due to, but not limited to, increased disposal charges levied to us due to incompatible products, overloaded FLEXiSKiP/s or aborted collection requests caused by poor placement of FLEXiSKiP/s.
- 4.3 The price of the FLEXiSKiP and the Services includes Goods and Services Tax (GST) unless otherwise expressly stated.

5 Disputes

- 5.1 You shall contact us, within 24 (twenty-four) hours of delivery to site, should the FLEXiSKiP not match the specifications confirmed on the order.
- 5.2 You shall contact us immediately should the FLEXiSKiP/s or Services fail to meet your expectations. You may be asked to provide written accounts of the issue in dispute and photographic evidence should it be deemed necessary.

6 Subcontractors Dispute Resolution

Without prejudice to either party's rights under the Building and Construction Industry Payments Act 2005 and the Subcontractors' Charges Act 1874, either party may refer any dispute under, or arising out of, this contract to the Institute of Arbitrators & Mediators Australia, for resolution under the Rules of the Construction Industry Dispute Resolution Scheme. Each case will first be referred to a Conciliator appointed by the Institute unless each party wishes to proceed directly to arbitration. If the conciliation is not satisfactorily concluded within six weeks or if the parties want to proceed directly to arbitration, the Institute will appoint an Arbitrator who will make a final and binding award.

7 Liability

- 7.1 Limitation of liability - We shall not be responsible or liable for damage, personal injury or loss of any kind whatsoever, to any property or person howsoever caused arising from the delivery, pickup or use of the FLEXiSKiP at your site, unless such loss or damage was caused by the negligence of us, our agents, sub-suppliers or employees.
- 7.2 No indirect losses - Notwithstanding any other provision of these Terms, we are in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate you for:
 - (a) any increased costs or expenses;
 - (b) any loss of profit, revenue, business, contracts or anticipated savings;
 - (c) any loss or expense resulting from a claim by a third party; or
 - (d) any special, indirect or consequential loss or damage of any nature whatsoevercaused by our failure to complete or delay in completing the order to deliver the FLEXiSKiP or the Services.
- 7.3 Exclusions - We expressly exclude to the fullest extent permitted by law all warranties, representations or conditions, express or implied, in relation to the FLEXiSKiP or the Services. If for any reason we are judged to be liable to you in contract, tort or otherwise, then our liability for any claim, damages, loss or expense is limited to the cost paid by you for the FLEXiSKiP or the Services (as applicable) except where statute expressly requires otherwise.
- 7.4 The Competition and Consumer Act 2010 (Cth) ("the Act") places certain obligations and responsibilities on us as a supplier of goods and services and provides comprehensive statutory protection for you as a consumer under the Act. Nothing in these Terms affects your rights as a consumer under the Act.

8 Privacy

- 8.1 You hereby authorise us to collect, retain, record, use and disclose consumer and/or commercial information about your credit worthiness, credit standing, credit history or credit capacity, in accordance with the Privacy Act 1988 (Cth), to persons and/or legal entities who are a solicitor, or any other professional consultant engaged by us, a debt collector, credit reference organisation and/or defaulting listings.
- 8.2 You also authorise us to make enquiries with respect to your consumer and commercial credit worthiness and to exchange information with other credit providers in respect to previous consumer and/or your commercial defaults.
- 8.3 For our full Privacy Policy, visit www.handel.group/privacy

9 Governing Law and Jurisdiction

These Terms are governed by the law in force in the State or Territory in which your premises are located and the parties submit to non-exclusive jurisdiction of the courts of that State or Territory and any courts in which may hear appeals from those courts in respect of any proceedings in connection with these Terms.

