

## TERMS AND CONDITIONS

1. All references to 'customer', 'client', 'debtor', 'applicant', 'account holder' means any person or company/entity trading with Waters Excavations Pty Ltd (Waters Excavations) for goods or services. These Terms and Conditions apply to all trade with Waters Excavations which includes Waters Industrial Recycling formerly known as the Waste Materials Recycling Facility and maybe referred to as 'the facility'.
2. Waters Excavations may in assessing applications for credit, or if the application is accepted and subsequently any payment becomes overdue, obtain personal information, and seek from a credit reporting agency or other credit provider information which may include the debtor credit worthiness, credit history or credit that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
3. Waters Excavations reserves the right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions, including unpaid or overdue accounts.
4. All contracts between Waters Excavations and their customers shall be deemed to have been entered into in the State of Victoria and shall be construed according to the laws of the State of Victoria.
5. Waters Excavations reserves the following rights in relation to any goods provided to the customer by Waters Excavations, until all accounts owed by the customer to Waters Excavations are fully paid:
  - a. Legal ownership of the goods;
  - b. To enter the Applicant(s) premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
6. To keep or resell any goods repossessed pursuant to (2) above;
  - a. If the goods are resold, or products manufactured using the goods are sold, by the customer, the customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the credit provider and shall pay such amount to Waters Excavations upon request. Notwithstanding the provision above Waters Excavations P/L shall be entitled to maintain an action against the applicant for the purchase price and the risk of the goods shall pass to the Customer upon delivery.
7. Waters Excavations at its discretion, reserves the right to refer overdue account/s to a Mercantile Agency for collection. The customer will be responsible to meet all reasonable costs and commissions incurred in employing the said mercantile agent to collect all outstanding account/s.
8. Terms of payment are 30 days end of month (EOM) in which the goods/services were purchased, and in the event the account becomes overdue, Waters excavations P/L at its discretion reserves the right to charge interest in accordance with the Penalty Interest Act 1983, add administration fees and/or place accounts on hold from the first day after the due date of invoices.
9. All claims and invoices issued by Waters Excavations Pty Ltd are made under the Building and Construction Security of Payments Act 2002.
10. Waters Excavations will provide a monthly statement to all customers that hold a 30-day EOM trade credit account and who have a balance owing on the account. It is the customer's responsibility to use this statement to reconcile their account and to notify the Accounts Department of Waters Excavations of any variances or disputes immediately.
11. EFTPOS facilities are available from Water's Industrial Recycling. Phone payments are accepted.
12. Persons using pre-approved 30-days EOM trade accounts may be asked to provide name, phone details and asked to show identification.
13. Claims and Invoices will be emailed unless specified by the customer.
14. Terms and Conditions will be sent to all existing 30-day account holders annually, however, may change without notice. Please refer to our websites for up-to-date information. Websites are listed on page 2.
15. It is the responsibility of the 30-day EOM account holder to advise Waters Excavations of any changes in relation to accounts.

### IN ADDITION TO THE ABOVE, IN RELATION TO WATERS INDUSTRIAL RECYCLING:

16. All vehicles to enter facility via weighbridge, stopping at the weighbridge window. One vehicle on the weighbridge only. The weighbridge is ONE WAY ONLY. Signage is erected for guidance.
17. All commercial loads are weighed on entry to the site (unless under prior agreement with Management).
18. Car Trailers are charged by the load, either single or tandem axle.

19. Mixed loads are defined as containing more than one material: any mixture of concrete, brick and or asphalt.
20. Clean fill – the driver must sign a declaration on arrival to the facility, stating that the material is clean, does not contain contaminants and is disposing of the material in a lawful manner. Photo evidence is preferred of the site where the material was excavated.
21. If materials are entering the yard from a demolition site, the driver/company must provide a copy of the asbestos clearance certificate prior to unloading.
22. All loads will be defined at the discretion of the weighbridge operator or delegated member of the Waters Excavations team.
23. All materials entering site will be inspected on entry and during the unloading process.
24. No unauthorised materials are to enter site, no asbestos whatsoever will be tolerated, no cement sheet, no general or green waste.
25. In the case of asbestos being found, the entire load will be treated as contaminated and will be charged at \$400 per tonne or load; Waters Excavations will arrange disposal by a suitably licensed company. A warning will be issued, and you may be banned from entering the site if a second offence occurs.
26. Other unauthorised materials include but not limited to cement sheeting, plasterboard, green waste, plastic & general waste (1-2% tolerance), priority or reportable priority waste. Please ask the weighbridge operator or call our office if you have any questions regarding what materials are accepted at Waters Industrial Recycling.
27. You may be rejected / banned from site if found bringing in any unauthorised items. Fines may apply.
28. Payment is due immediately and prior to unloading unless a 30-days EOM pre-approved trade account has been set up and approved, overdue accounts will incur fees.
29. Tiles are accepted as bricks.
30. It is the customers responsibility to unload waste safely and cover loads prior to leaving the facility, we recommend using PPE such as gloves, masks, steel capped shoes, hearing and eye protection.
31. Waters Excavations Pty Ltd does not accept any liability for customers entering Waters Industrial Recycling.
32. Waters Excavations Pty Ltd takes all reasonable steps to ensure customers are not overloaded. If a load is deemed over the legal weight, the weighbridge operator will request the excess be tipped off/removed. Should the customer refuse to tip off and leave Waters Industrial Recycling, the customer will be required to sign a liability form as Waters Excavations Pty Ltd does not accept liability for overloaded vehicles where the driver has been informed that they are overloaded.
33. Unloading of trucks & trailers is the responsibility of the customer. Please ensure that you are able to unload yourself as Waters Excavations do not offer an unloading service.
  - a. Loader Forks may be available to assist (for example large concrete blocks) with agreed prior arrangement and at the discretion of the Waters Excavations loader operator. Please call to discuss.

Please refer to our websites for more information, contacts, and locations.

Waters Excavations Pty Ltd [www.waterex.com.au](http://www.waterex.com.au)

Waters Industrial Recycling [www.recyclingmildura.com.au](http://www.recyclingmildura.com.au)