

Leinad Land Management Pty Ltd (ACN 662 299 461)

Terms and Conditions of Supply Goods and Material Disposal Services

1. Application

1.1. A Contract is formed if:

- 1.1.1. we enter into a Long Term Supply Agreement with you;
- 1.1.2. you accept a Quote in writing, by email or otherwise;
- 1.1.3. you accept a Supply from us; or
- 1.1.4. we accept an Order from you for a Supply.

1.2. Where we make a Supply to you without an Order, Quote or Long Term Supply Agreement on the basis you visit the Facility and verbally request the Supply of Goods or to deliver Materials, these Terms will apply to that Supply together with the pricing we offer to you at the Facility (**Ad Hoc Supply**). You must pay us for any Ad Hoc Supply by electronic means before your vehicle leaves the Facility. We may also require you to pay a gate fee for any Ad Hoc Supply. These terms:

- 1.2.1. apply to each Contract;
- 1.2.2. together with our Quote, your Order or Long Term Supply Agreement (as applicable) and/or any Credit Agreement (if any) are the sole terms of each Contract;
- 1.2.3. do not apply to a Contract to the extent that an applicable Quote or Long Term Supply Agreement (as applicable) expressly amends these terms; and
- 1.2.4. prevail over any terms put out by you including in any Order, unless our managing director expressly agrees in writing.

1.3. Where these terms are attached to, or are incorporated into any Long Term Supply Agreement, the terms of the Long Term Supply Agreement prevail to the extent of any inconsistency with these terms.

1.4. Where a Credit Agreement is in place, these terms prevail to the extent of any inconsistency between the Credit Agreement and these terms.

1.5. None of our employees, agents or contractors may vary or add to these terms without the prior written authority of our managing director. Except as required by the mandatory operation of law, all implied terms and conditions are excluded. If you enter into a Contract as a trustee you agree that you enter into the Contract in both your own capacity and as trustee of the trust.

2. Quotes and Orders

2.1. An Order you give us is subject to our acceptance and we may decline an Order without cause. You may not cancel a Contract, or delay delivery unless we agree in writing.

2.2. Quotes are valid for the period specified in a Quote unless withdrawn or varied by us by notice prior to our receipt of your notice of acceptance. Where a Quote does not specify a validity period then the Quote will be valid for a period of 30 days.

2.3. Where you make an Order with us by telephone we may email you to confirm details of the Order. We may refuse to make a Supply until you confirm that the contents of our email

properly record the details of your Order and our price for the same.

SUPPLY OF GOODS

(Clauses 3 and 4 apply to the supply of Goods)

3. Information and Conditions of Supply of Goods

3.1. You warrant that (a) you will provide us with all applicable information in making an Order for Goods so we can properly prepare a Quote or Long Term Supply Agreement for you, and (b) that all such information you provide to us is true, accurate and complete.

3.2. Subject to these terms or any written term in a Contract, you acknowledge and agree that (i) you have selected the Goods based on your own requirements and your investigations as to the suitability of the Goods, and (ii) we have not provided you with any advice as to the suitability of the Goods for your intended use or as to their fitness for purpose.

3.3. Unless expressly set out in writing (including in a Quote, Long Term Supply Agreement or in a document signed by us or recorded in these terms) we give no warranty, advice or representation as to:

3.3.1. the suitability of the Goods for your intended use; or

3.3.2. whether the Goods will have the durability, other characteristics and performance you require including being fit for a particular purpose.

3.4. You release us and indemnify us from any Liabilities in respect of the above matters unless we have provided such a warranty, advice or representation to you.

4. Delivery and Instructions

4.1. Where the Delivery Site is stated to be our Facility (or no Delivery Site is stated), you will at your cost, collect the Goods from our Facility on the Delivery Date (or as and when reasonably notified by us to you) within the Delivery Window.

4.2. This clause 4.2 only applies where the Delivery Site is expressly stated in the Contract to be a site other than our Facility. We will deliver the Goods to the Delivery Site on the Delivery Date within the Delivery Window. You must ensure that we have unrestricted and adequate rights and room to make that delivery (including that we have proper and adequate room to allow delivery by truck). You indemnify us from any Claims arising from our access to such private property unless solely caused by our negligence. You are responsible for traffic management associated with our delivery of Goods to the Delivery Site including obtaining any approvals in respect of the same. If you are in breach of your obligations under this clause we may refuse to deliver the Goods and you must indemnify us for any loss we incur in respect of having to reschedule the delivery of the Goods. You must ensure that you have authorised staff present at the Delivery Site on the Delivery Date to meet your obligations and exercise your rights as set out in this clause.

4.3. We will use reasonable efforts to make available for collection from the Facility or, if applicable deliver the Goods to the Delivery Site, by the Delivery Date however we will not have any Liability to you where despite using reasonable

efforts we are unable to do so (in such circumstances we will, acting reasonably, seek to agree a revised Delivery Date with you).

- 4.4. We will provide you with a Delivery Docket immediately after Goods are loaded on to your vehicle at the Facility or, if applicable, the Goods are delivered to another Delivery Site. You must check the Delivery Docket and the Goods to confirm the same are as ordered by you. You must sign the Delivery Docket unless the Goods do not comply with those ordered under the Contract. Within 24 hours of delivery of the Goods you must issue us with a notice where, acting reasonably, you determine there is a defect in the Goods ordered (being the Goods do not comply with the quantity or type with the Goods ordered) and you must include with such notice all supporting materials in respect of your claim (**Defect Notice**). Where you issue a Defect Notice you must (a) allow us to inspect those Goods, and (b) where applicable you must provide us with tests of the Goods which support your assertion that the Goods do not comply with the requirements of the Contract. Where we accept a Default Notice at our option we will replace the Goods or refund the amount you have paid for such Goods and this will be your sole remedy in respect of the same. Where you accept the delivery of the Goods and have not issued a Defect Notice within 24 hours of delivery, then the following will apply regardless of whether or not you have signed the Delivery Docket (a) you will be deemed to have accepted the Goods and that the details in the Delivery Docket are true and correct (including as to the type of Goods delivered and the quantity of the same), and (b) you release us in respect of any Claim in respect of the type of Goods delivered and the quantity of the same (other than any defects in the Goods which could not reasonably be identified by you via the inspection).
- 4.5. Title to the Goods does not pass to you until we receive payment for the Goods in full. Risk in the Goods passes from us to you on the Goods, as applicable, being loaded on to your vehicle at our Facility or, us unloading the Goods at any other Delivery Site.
- 4.6. Unless you give us notice to the contrary, we will assume that all of your employees, directors and officers who give us instructions or sign any document (including a Delivery Docket) are authorised to do so and that we may act on oral instructions or accept their signature is authorised by you. We are not liable to you for any damage or loss suffered by you which results from us following your directions or instructions including in respect of the delivery of the Goods.

MATERIAL DISPOSAL SERVICES

(Clauses 5 and 6 apply to Disposal Services.)

5. Disposal Information

You warrant that (a) you will provide us with all applicable information in requesting that we provide the Disposal Services to you so we can properly prepare a Quote or Long Term Supply Agreement, and (b) that information is true, accurate and complete.

6. Conditions of Disposal Services

- 6.1. Where we provide Disposal Services to you must:
- 6.1.1. only deliver Materials to us at our Facility on the Delivery Date during the Delivery Window or such other times reasonably notified by us to you;

6.1.2. deliver the Materials to our Facility at your cost in a vehicle which is capable of dumping and unloading the Materials;

6.1.3. ensure your contractors or staff unload the Materials at the Facility as we direct; and

6.1.4. ensure that the Materials are not Contaminated Materials.

- 6.2. You agree that the Materials which you have delivered will be, as applicable, weighed, quantified, and/or categorised prior to acceptance by us and our determination of the same will be binding for the purposes of the Contract other than in the case of manifest error.
- 6.3. We may refuse to accept any Materials which exceeds the agreed volumes or weight. Where we do accept any Materials in excess of agreed volumes or weight, we will charge you for the same, an amount equal to the applicable, weight or volume of the Materials which you deliver to us multiplied by the applicable Rate under the Contract.
- 6.4. You agree that we may test or sample the Materials that you have delivered to the Facility and you must pay the cost of the same if the testing shows the Materials are Contaminated Materials.
- 6.5. If any Materials delivered to the Facility contains Contaminated Material, you must remove the Contaminated Material at your cost within 2 Business Days' of notice from us. If the Contaminated Material is not removed within that time, we have the right to remove and dispose of the Contaminated Material at your cost.
- 6.6. Except for any Contaminated Material, title to the Materials passes to us once you have delivered the same to the Facility and we have accepted that delivery. Title and Risk in any Contaminated Materials remains with you. You indemnify us from all and any Liability we incur in respect of you delivering Contaminated Material to the Facility including any levy, fines or penalties we incur in respect of the same.
- 6.7. You acknowledge and agree that on and from title to the Materials transferring to us, we may recondition, dispose of, sell or otherwise use such Materials and we are entitled solely to all and any income arising from the same.
- 6.8. You warrant and agree that the Materials are not subject to any mortgage, lien or *security interest* (as defined in the *Personal Property Securities Act 2009* (Cth)) when the Materials are delivered to the Facility.

GENERAL PROVISIONS

7. Personnel, Vehicles and Equipment

- 7.1. Where you or your contractors' vehicles and/or equipment is on our Facility for any reason (for example for the collection of the Goods or to deliver Materials), you must ensure that those vehicles and equipment are safe and complies will applicable laws.
- 7.2. Where any of your staff and contractors are on our Facility for any reason (including for example to operate any vehicle to collect Goods or unload Materials) you must ensure they:
- 7.2.1. comply with our rules, procedures and directions in respect of operational and safety issues while on the Facility;

- 7.2.2. comply with applicable work, health and safety laws and standards;
- 7.2.3. are competent, properly trained and hold all licenses and permits required by law in respect of driving and operating the relevant vehicle or equipment; and
- 7.2.4. are not affected by unlawful drugs and do not have alcohol in their system.
- 7.3. Without limiting the above, you must ensure that (a) drivers of the vehicle, the vehicle and the operation of the vehicle comply with all Road Transport and Safety Legislation, and (b) any directions or information about the vehicle used to collect the Goods or deliver Materials, comply with all Road Transport and Safety Legislation. We will only load your vehicle with the Goods in accordance with applicable Road Transport and Safety Legislation and applicable law and may refuse to do so where your directions are contrary to the same.
- 7.4. It remains your responsibility to secure the Goods on the vehicle after we have loaded the Goods on the same. We may rely on information or directions you give us in respect of the carrying capacity of a vehicle you use to collect the Goods.

8. Prices and Payment

- 8.1. Unless stated otherwise, total prices under a Contract including in a Quote or Long Term Supply Agreement are exclusive of GST.
- 8.2. The price for the:
 - 8.2.1. Goods will be calculated based on the weight of Goods supplied multiplied by the applicable Rate (which such Rate may be set out in the Order, Quote or Long Term Supply Agreement); and
 - 8.2.2. Disposal Services will be calculated based on, as applicable, weight of the Materials which is delivered to the Facility multiplied by the applicable rate (which such Rate may be set out in the Order, Quote or Long Term Supply Agreement).
- 8.3. Where any levy or government charge is imposed on us in respect of the Disposal Services, we may include this in our invoice and you must pay the same unless the Contract provides otherwise.
- 8.4. We may by notice to you, increase our Rates for the Disposal Services where any government or statutory authority imposes, introduces, or varies any tax, levy, duty, fee, or other charge applicable to the supply of the Goods or the provision and costs associated with the Disposal Services (including any which affect the operation of our Facility). Any such increase to Rates will reflect the costs or tax increases arising from the same.
- 8.5. A Long Term Supply Agreement may include:
 - 8.5.1. a price adjustment regime; and/or
 - 8.5.2. specify a minimum annual volume commitment for Materials or Goods under which you must pay us for any annual shortfall in you delivering Materials or purchasing Goods (as applicable) from those minimum volumes.

Any of the above provisions in a Long Term Supply Agreement will prevail over any inconsistent provision in these terms.

- 8.6. Unless a Contract expressly provides otherwise you must pay us as set out in this clause 8.
- 8.7. We may invoice for any Supply (including for any part provision of any Supply) immediately after the provision of the Goods or the Disposal Services unless otherwise stated in a Contract.
- 8.8. You must pay any invoice for each Supply prior to leaving the Facility unless:
 - 8.8.1. you have a Credit Agreement in place with us, and the invoice (and any other outstanding amounts due to us) is within the credit limit under the same. In these circumstances you must pay our invoice within the period required under the Credit Agreement; or
 - 8.8.2. the Supply is made under a Long Term Supply Agreement which specifies a period of time for you to pay each invoice we issue to you.
- 8.9. All payments must be made in full. You may not deduct or set off from any amount due to us under a Contract any amount (including a Liability) you allege we owe you unless we agree in writing. An invoice is payable by you alone and under no circumstances may you withhold payment on the basis you are awaiting payment from any third party or request we seek payment directly from any third party. You must pay GST on an invoice as and when you are required to pay the invoice.
- 8.10. Where you elect to pay by credit or debit card, we may apply a payment surcharge not exceeding its cost of acceptance for the relevant card type, to the extent permitted by applicable law and applicable payment scheme rules from time to time. If surcharging is prohibited by law, no surcharge will apply and this clause will have no effect.
- 8.11. We may set off any amount we owe you under or in respect of any Contract against any or all amounts you owe us under or in respect of any Contract.
- 8.12. If payment is overdue, we may charge you interest at the Reserve Bank of Australia's cash rate plus 5% from the date of the default until we receive payment in full. We may apportion any part payments you make against any outstanding interest or principal as we may decide. We may also apportion any payments you make under one Contract to amounts due under another Contract.
- 8.13. If payment is overdue under any Contract we may in respect of any Contract cancel or suspend the delivery or performance of any Supply. You must still pay us for any Supply (or part thereof) delivered or performed under any such Contracts.
- 8.14. Payment is not deemed to be received until we receive cleared funds. A cheque is not deemed to be payment until it is accepted and cleared. Deposits, progress payments and upfront payments must be paid in accordance with a Quote.

9. Warranty, Claims and Liability

- 9.1. We warrant that the Goods will materially conform with the description of the Goods ordered (including in any specifications for the Goods maintained or published by us on our website or stated in the Contract). If the Contract requires us to supply Goods which meet the South Australian Department of Infrastructure's materials framework for

Classes 2 (PM2) materials, we warrant that the Goods will materially comply with the relevant stated Class.

- 9.2. Except as provided in these Terms, a Contract or as prohibited by law, we disclaim and exclude all conditions and warranties, expressed or implied (including any rights and remedies) imposed or conferred by statute, common law, equity, trade custom or usage.
- 9.3. We have no Liability to you under or in connection with a Contract (including under a Claim made under statute) for any Consequential Loss.
- 9.4. Where by law we are liable to you as a manufacturer (including under section 274 of the *Australian Consumer Law* (being Schedule 2 of the *Competition and Consumer Act 2010*) our Liability is limited to in respect of the (a) supply of Goods, to paying an amount equal to the costs of the Goods or obtaining equivalent Goods (noting that repairing the Goods is not practical), and (b) supply of Disposal Services, paying you the costs of those Disposal Services, or resupplying those Disposal Services.
- 9.5. You warrant that any Materials which you deliver to us will not be Contaminated Materials and you indemnify us for Liability we may incur as a result of a breach of this warranty.
- 9.6. Unless the Contract expressly states otherwise, you warrant that you will acquire the Goods from us for the purposes or re-supply or transforming them in trade or commerce.
- 9.7. This clause 9.6 only applies where the warranty in clause 9.6 is not provided and we provide you with any warranty in respect of the Supply and you are a "consumer" within the meaning of section 3(1) of the *Australian Consumer Law* (being Schedule 2 of the *Competition and Consumer Act 2010*). Where we provide you with a warranty, you may give us notice for a claim under the warranty by post or email - the details of which are set out below: Lot 799, Thompsons Beach Road, Dublin, SA, 5501, phone 1300 367 143, email admin@leinadlm.com.au. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with service, you are entitled to (a) cancel your service contract with us; and (b) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 9.8. If the Supply is not of a kind ordinarily acquired for personal, domestic or household use or consumption, then our Liability for a breach of a condition, warranty or guarantee of supply (including any imposed or implied under Schedule 2 (The Australian Consumer Law) of the *Competition and Consumer Act 2010*, is limited to (as we may decide):
 - 9.8.1. in the case of goods (i) the replacement of the goods or the supply of equivalent goods, or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods (you acknowledge that the goods are not of the type which are capable of being repaired); and

- 9.8.2. in the case of services (i) the supplying of the services again, or (ii) or the payment of the cost of having the services supplied again.

- 9.9. Our Liability to you for all Claims not caught by other provisions in this clause 9 is limited to a maximum amount equal to the total amount you have paid to us for the applicable Goods or Disposal Services to which the Claim relates. You agree that:

- 9.9.1. this is a genuine pre-estimate of your likely Liability arising from a breach by us of a Contract, our acts or omissions or negligence; and

- 9.9.2. if this clause was not included then either the terms of the Contract on which we would have agreed to provide the Supply would have been substantially different (including an increase in price).

- 9.10. Provisions in this clause are subject to, and do not operate, where the same are contrary to mandatory law.

10. Confidential Information

A party (**recipient**) must use or disclose confidential information provided by or about the other party (**discloser**) only (a) to perform its obligations under a Contract, (b) as required by the mandatory operation of law, (c) to its professional advisors (bankers, accountants, lawyers) for a proper purpose, or (d) with the other party's prior written consent. The obligations imposed under this clause survive the termination of a Contract. In this clause **confidential information** means any confidential or proprietary information (in any form including copies and notes) obtained in connection with a Contract (including in negotiating a Contract and our price for the Supply). It however excludes: (i) information which is or becomes a matter of public record other than by a breach of this clause; (ii) information which the discloser certifies in writing as not being confidential information; and (iii) information which the recipient proves it lawfully possessed before obtaining it in connection with a Contract.

11. Insurance and Proportionate Liability

- 11.1. You must, at your own cost, effect and maintain throughout the term of a Contract the following insurances with a reputable insurer licensed to operate in Australia:

- 11.1.1. public liability insurance for an amount of not less than \$20,000,000 in respect of any one occurrence;

- 11.1.2. workers compensation insurance as required by applicable law and third party property damage for vehicles; and

- 11.1.3. such other insurances as a prudent operator in your industry would maintain in respect of the activities carried out under the Contract.

- 11.2. You must, on request, provide us with certificates of currency evidencing each required policy.

- 11.3. To the maximum extent permitted by law, the proportionate liability provisions of Part 3 of the *Civil Liability Act 1936* (SA) are excluded in relation to any claim by us arising under or in connection with a Contract. Your liability to us is not to be reduced by reason of any concurrent wrongdoing by a third party.

12. Termination

- 12.1. We may terminate all or any Contracts by notice to you if:

- 12.1.1. you fail to pay any amount in full within 30 days of the due date under a Contract;
 - 12.1.2. you breach any term or condition in a Contract and fail to remedy that breach within 14 days of notice from us or the breach cannot be remedied;
 - 12.1.3. you are a company and you are subject to a change in *control* from that existing on the date you entered into your first Contract with us (*control* in this clause has the meaning given in section 50AA of the *Corporations Act 2001*);
 - 12.1.4. you are a natural person and you commit an act of bankruptcy under the *Bankruptcy Act 1966* or become an *insolvent under administration* within the meaning of section 9 of the *Corporations Act 2001*;
 - 12.1.5. you become a *Chapter 5 body corporate* (within the meaning of section 9 of the *Corporations Act 2001*) or a party takes action to make you a *Chapter 5 body corporate* but only if and when allowed by the *Corporations Act 2001*;
 - 12.1.6. a party seeks to enforce a security against the whole or substantial part of your assets; and/or
 - 12.1.7. there is, in our opinion (acting reasonably), a material adverse change in your financial position that gives us reasonable grounds for believing that you may be unable to fully and promptly perform your obligations under a Contract.
 - 12.2. In respect of a Long Term Supply Agreement, if we terminate under clause 12.1.1 or 12.1.2 but having first given you notice and a further 15 days to remedy, the respective rights and liabilities of the parties will be the same as they would be at common law if you had wrongfully repudiated the contract and we had elected to treat the contract at an end and recover damages.
 - 12.3. You may terminate a Contract by notice to us if:
 - 12.3.1. we breach any material term or condition in a Contract and fail to remedy that breach within 14 days of notice from you (or 21 days' notice in respect of a Long Term Supply Agreement), or the breach cannot be remedied or resolved by us paying you reasonable compensation in respect of the same; and/or
 - 12.3.2. we become a *Chapter 5 body corporate* (within the meaning of section 9 of the *Corporations Act 2001*) or a party takes action to make us an *externally-administered body corporate* (within the meaning of section 9 of the *Corporations Act 2001*) but only if and when allowed by the *Corporations Act 2001*.
 - 12.4. Where under applicable law, we are not entitled to terminate under 12.1.3 or 12.1.5, we may suspend any obligation we have to deliver or supply Goods or to provide the Disposal Services to you unless and until we have received from the administrator or controller an undertaking satisfactory to us that you will be able to fully perform your obligations under that Contract.
 - 12.5. Termination does not affect any of our rights or remedies existing before termination or arising from termination.
 - 12.6. We may, without liability, terminate a Long Term Supply Agreement by providing you with 60 days prior written notice.
13. **Force Majeure**
 - 13.1. We will not be liable for delay or failure to perform any of our obligations under a Contract to the extent that such delay or failure is caused by a force majeure event.
 - 13.2. A **force majeure event** means any circumstance not within our direct or reasonable control including pandemics, epidemics, labour disputes, obtaining labour, materials or goods, destruction or damage to our premises or a relevant work site, malfunction, breakdown or damage to our plant or equipment, breach of contract, default or insolvency of any third party, an act of government or governmental authority, terrorism, disruption to the supply of power, gas, water, electronic or telecommunication services, civil disorder, the weather or other natural events.
 - 13.3. We may terminate a Contract 30 days after the occurrence of a force majeure event if, in our reasonable opinion, we are unable to perform the Contract or can only perform the Contract at a loss due to the effects of the force majeure event.
 14. **Assignments and Amendments**

You may not assign your rights under a Contract with us without our prior written consent (which such consent we will not unreasonably withhold). We may assign our rights under a Contract by notice to you so long as the assignee is reputable and solvent. We may use subcontractors to perform any part of the work without notifying you or obtaining your consent (however, in such circumstances, we remain contractually responsible for the carrying out of our obligations under the Contract). No sub-contractor has authority to agree to any variation of the Contract or any Supply under it on our behalf. A Contract can only be amended by agreement in writing. We can only waive any of our rights under a Contract by written notice to you.
 15. **Notice**

Notice can only be in writing and be given to a party either: (i) by post to the addressee's last known principal place of business. Notice by post is deemed to be received at the time at which the letter would be delivered in the ordinary course of post, and (ii) by email. Notice by email is deemed to be received 48 hours after sending unless the sender receives a delivery delay or failure message.
 16. **Law and Jurisdiction**

These terms and each Contract are governed by South Australia law and subject to clause 17 any dispute arising in connection with a Contract or these terms is subject to the exclusive jurisdiction of the courts of South Australia (and the Federal Court of Australia (Adelaide Registry)).
 17. **Meanings**

In these terms:

Business Day means a day other than a Saturday, Sunday, or a public holiday in the State of South Australia.

Claim means, a demand, claim, action or proceeding against a party, however arising (including in contract, negligence or under a right under statute) and whether present, unascertained, immediate, future or contingent.

Consequential Loss means any loss, damage, claim, expense, and or penalty (**loss**) that does not ordinarily or naturally flow from the breach, act or omission and includes, without limitation, indirect loss, loss of revenue, loss of reputation, loss of profits, loss of actual or anticipated savings, and/or loss of bargain.

Contract means any contract for a Supply from us to you.

Contaminated Materials means any Materials which does not comply with the Contract or Materials Standards or which contains Hazardous Substances.

Credit Agreement means any credit and security agreement between us and you in respect of Supplies.

Delivery Date means the date or periods in a Contract on which, as applicable, you will collect or we will deliver the Goods to you, or which you will deliver the Materials to the Facility (and if so not recorded as agreed with you acting reasonably or otherwise the dates and times reasonably specified by us to you).

Delivery Docket means a docket prepared by us and provided to you which records details of the Goods we deliver to you.

Delivery Site means as applicable, in respect of a Supply of:

- (a) Goods - our Facility or, if the Contract provides for us to deliver the Goods to a different location, that specified location; and
- (b) Disposal Services - our Facility.

Delivery Window means the period of time between 6:00 am and 6:00 pm Monday to Saturday or any extended period set out in the Contract or agreed with you in writing.

Disposal Service means the service which we provide to you which allows you to deliver Materials to our Facility and, as applicable our disposal of, treatment, re-use or sale of the same.

Facility means our extractive minerals and disposal facility located at Lot 799, Thompsons Beach Road, Dublin, SA, 5501.

Goods means goods we supply to you under a Contract.

Hazardous Substances means any substance declared, classify any substance, material, or waste of any kind or nature (whether alone or in combination with other substances) that is or becomes listed, defined, designated, or classified as hazardous, toxic, dangerous, or polluting under any applicable law, or that poses a risk to human health, safety, property, or the environment, including without limitation substances that are flammable, toxic, corrosive, reactive, explosive, radioactive, or infectious.

Liabilities means a Claim, losses, liabilities, costs or expenses of any kind and however arising, including penalties, fines and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

Long Term Supply Agreement means an agreement entered into by you and us, under which we agree to make a Supply to you of Goods and/or Disposal Services for a term of 6 or more months or is stated to be a long terms supply agreement for the purposes of these terms.

notice means written notice by post or email.

Order means any order for Goods you place with us by any means including by email or telephone.

Quote means any written quote or written offer from us to you.

Rates means:

- (a) in respect of Goods (i) the rate or fee for the Goods on a weight basis set out in the Contract; or (ii) if not so stated, as set out in our schedule of rates as at the date of the Contract for such Goods on the weight of the Goods (as set out on our website); and
- (b) in respect of the Disposal Service (i) the rate or fee for the Materials delivered to our Facility on a weight basis as set out in the Contract, or (ii) if not so stated, as set out in our schedule of rates as at the date of the Contract for such Disposal Services on a weigh] basis (as set out on our website).

Road Transport and Safety Legislation means all statutes, acts, regulation and mandatory codes of practice or conduct in respect of the safe loading, operation and transport of goods by vehicles including chain of responsibility obligations including under the *Heavy Vehicle National Law (South Australia) Act 2013* and regulations under the same and like acts and regulations in Australia.

Supply means, as applicable (a) our supply of Good and/or services to you, or (b) our provision of the Disposal Services to you.

Materials means the construction waste and/or clean fill recorded in the Contract which you may deliver to our Facility under a Contract.

Materials Standards means our specification for Materials set out in, or attached to the Contract, or if not set out in a Contract, as recoded on our website at leinadlm.com.au from time to time. To avoid doubt, our documents (as amended from time to time) titled "Materials are Accepted" and "Materials that are Not Accepted" are Material Standards.

we or us means Leinad Land Management Pty Ltd (ACN 662 299 461).

you means the person or entity described as the customer in the Long Term Supply Agreement, Order or Quote.

2. Interpretation

In these terms:

- 2.1. a reference to "\$" or "dollars" is to Australian dollars;
- 2.2. singular includes plural and vice versa;
- 2.3. reference to a person includes a corporation and partnership and vice versa;
- 2.4. headings do not affect interpretation;
- 2.5. no rule of construction applies to the disadvantage of a party because that party put forward a Contract or any portion of it; and
- 2.6. if any part of a Contract would be unenforceable, the provision must be read down to the extent necessary to avoid that result, and if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of the Contract.

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