

# Incoming Material Terms

## 1. Incoming Material Terms

- 1.1 These Incoming Material Terms apply to Material received at ResourceCo's Premises and form part of all Contracts (together with the Credit & General Terms) for the receipt of Material.
- 1.2 These Incoming Material Terms take precedence over any terms provided by the Customer, to the extent of any inconsistency.
- 1.3 The Customer will be deemed to have accepted and be bound by the Contract by delivering Material to ResourceCo.
- 1.4 These Incoming Material Terms do not consider transport of Material by ResourceCo. Please consider ResourceCo's Transport Terms if Transport Services are required.

## 2. Supply of services

Subject to these Incoming Material Terms and any Contract Particulars, ResourceCo may accept Material, provided that it meets the particulars in the Classification Report provided to ResourceCo. ResourceCo reserves the right to accept or reject any Material in whole or in part for any reason, including without limitation where ResourceCo is not licensed to receive such Material.

## 3. Price and payment

- 3.1 Subject to **clause 3.3**, the Customer will pay ResourceCo the Price for receiving the Material in the manner nominated or agreed by ResourceCo.
- 3.2 Unless expressly stated otherwise, all amounts payable or consideration to be provided under the Contract are exclusive of GST. The amounts payable for each taxable supply under the Contract must be increased by the rate of GST imposed by law.
- 3.3 Unless expressly stated in the Contract Particulars, all amounts payable or consideration to be provided under the Contract are exclusive of any government waste levies. The amounts payable for each supply under the Contract must be increased by the rate of any such waste levy.
- 3.4 ResourceCo reserves the right to amend the Price should the Material presented differ from the description, sample or Classification Report used to determine pricing and acceptability.
- 3.5 Prices for receipt of Material will be based on weight using ResourceCo's weighbridge.

## 4. Weighbridge

- 4.1 ResourceCo's weighbridge (as nominated or utilised by ResourceCo from time to time) will be used to determine the quantity of Material in each delivery. The time of arrival, truck registration, gross weight, tare weight and net weight will be recorded.
- 4.2 If ResourceCo's weighbridge is unavailable, ResourceCo may direct the Customer vehicles to use an alternative weighbridge.
- 4.3 ResourceCo has absolute discretion to determine the weight of Material and its decision is final.

## 5. Delivery and acceptance of Material

- 5.1 Subject to **clause 5.2**, the Customer must, at its expense, arrange to deliver the Material to the nominated Premises.
- 5.2 The Customer may request the Material to be collected from the Customer's (or third party's) site or in accordance with the Customer's written instructions by such transport at ResourceCo's discretion. Any such transport will be provided by ResourceCo in accordance with the Transport Terms.
- 5.3 The Customer must (where required by ResourceCo or by law) provide ResourceCo with a true and accurate Classification Report prior to ResourceCo receiving the Material. ResourceCo has the right to inspect, sample, analyse or test any Material delivered by or on behalf of the Customer to the Premises before accepting the Material.

5.4 ResourceCo has absolute discretion to refuse to accept Material or Excluded Material and order the Customer or arrange for a third party to remove Excluded Material or material not otherwise accepted by ResourceCo from the Premises (at the Customer's cost).

5.5 ResourceCo's decision regarding the refusal of Material is final.

5.6 Any costs or liabilities incurred by ResourceCo including:

5.6.1 segregating, testing (including without limitation under **clause 5.3**), treatment, storage, collection, dumping, excavation, transport or removal of Material or Excluded Material; or

5.6.2 any damage caused by the delivery of Material or Excluded Material to ResourceCo, including without limitation any rectification work required at the Premises caused by the Excluded Material, will be borne by the Customer.

5.7 Title and liability to all Excluded Material shall remain with the Customer.

5.8 ResourceCo reserves its right to take any action it deems reasonably necessary in its sole discretion to remedy any breach of this clause and/or **clause 6** by the Customer.

## 6. Customer obligations

Without limiting its other obligations under a Contract, the Customer must ensure that it and its Personnel:

- 6.1 provide a Classification Report in respect of all Material sought to be received by ResourceCo;
- 6.2 where Material is accepted by ResourceCo, ensure that it complies with the Report provided to ResourceCo;
- 6.3 comply with ResourceCo's Policies and all other reasonable directions given to it by ResourceCo or ResourceCo's Personnel; and
- 6.4 where applicable, provide ResourceCo with access to any site (owned, controlled or licensed by the Customer) and all information necessary to enable ResourceCo to carry out its obligations under any Contract;
- 6.5 transport and deliver Material to ResourceCo in accordance with all Chain of Responsibility Laws, all environmental Laws and all other Laws which apply to the transportation of the Material.

## 7. Access to the Premises

7.1 The Customer:

7.1.1 acknowledges that it and its Personnel enter the Premises at their own risk during normal business hours for the sole purpose of delivering Material to the Premises;

7.1.2 agrees to abide by and ensure that its Personnel abide by all ResourceCo Policies and reasonable directions provided by ResourceCo or its Personnel with respect to access to the Premises; and

7.1.3 warrants that it will maintain appropriate Workcover and other insurance with regard to the circumstances set out in **clause 7.1.2** in respect of it and its Personnel.

7.2 The Customer indemnifies ResourceCo for any Loss incurred by ResourceCo arising from the Customer and its Personnel accessing the Premises or for any breach of this **clause 7**.

## 8. Warranties, liabilities and indemnities

8.1 To the maximum extent permitted by law, ResourceCo provides no warranties or guarantees whether express or implied in connection with the services (the receipt of the Material).

8.2 To the maximum extent permitted by law the Customer releases ResourceCo from any Loss suffered or incurred by the Customer or its Personnel in relation to ResourceCo receiving or rejecting the Material or Excluded Material.

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8.3 The Customer warrants that:

- 8.3.1 it will and its Personnel will comply with all instructions from ResourceCo and its Personnel when delivering Material to ResourceCo;
- 8.3.2 the description and source of the Material is true and accurate;
- 8.3.3 any Material supplied does not contain Excluded Material;
- 8.3.4 it and its Personnel will comply with all required laws, regulations, authorisations, approvals, permits and licenses required to provide the Material.

8.4 The Customer warrants that all information it provides to ResourceCo including without limitation in a Classification Report is true and correct and indemnifies ResourceCo accordingly.

## 9. Definitions

- 9.1 Except where the context otherwise requires, capitalised terms used but not defined in these Incoming Material Terms have the same meanings given to them in the Credit & General Terms.
- 9.2 In these Incoming Material Terms, unless the contrary intention appears, the following terms have the following meanings:
  - 9.2.1 **'Credit & General Terms'** means the terms upon which ResourceCo provides credit and goods and/or services to its customers available at [www.ResourceCo.com.au/credit-general-terms](http://www.ResourceCo.com.au/credit-general-terms) (at the time of entry into a Contract).
  - 9.2.2 **'Incoming Material Terms'** means these terms and conditions.