

Incoming Material Terms

1. Incoming Material Terms

- 1.1 These Incoming Material Terms apply to Material received at Tyrecycle'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 Tyrecycle.
- 1.4 These Incoming Material Terms do not consider transport of Material by Tyrecycle. Please consider Tyrecycle's Transport Terms if Transport Services are required.

2. Supply of services

Subject to these Incoming Material Terms and any Contract Particulars, Tyrecycle may accept Material. Tyrecycle reserves the right to accept or reject any Material in whole or in part for any reason, including without limitation where the Material does not meet the Classification Criteria or where Tyrecycle is not licensed to receive such Material.

3. Price and payment

- 3.1 Subject to **clause 3.3**, the Customer will pay Tyrecycle the Price for receiving the Material in the manner nominated or agreed by Tyrecycle.
- 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 Tyrecycle reserves the right to amend the Price should the Material presented differ from the description, sample or other information used to determine pricing and acceptability.
- 3.5 Prices for receipt of Material will be based on the number of EPU's comprising the Material as determined pursuant to **clause 4** or the weight of the Material as determined pursuant to **clause 5** (as Tyrecycle may determine in its absolute discretion).

4. EPU's

- 4.1 If applicable, Tyrecycle's Personnel will count and classify the Material in accordance with the Classification Criteria to determine the quantity of the Material in each delivery. The Material may be counted on collection from the Customer's nominated site or on delivery to a Premises.
- 4.2 Tyrecycle has absolute discretion to determine the quantity and classification of Material and its decision is final.

5. Weighbridge

- 5.1 If applicable, Tyrecycle's weighbridge (as nominated or utilised by Tyrecycle 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.
- 5.2 If Tyrecycle's weighbridge is unavailable, Tyrecycle may direct the Customer vehicles to use an alternative weighbridge.
- 5.3 Tyrecycle has absolute discretion to determine the weight of Material and its decision is final.

6. Delivery and acceptance of Material

- 6.1 Subject to **clause 6.2**, the Customer must, at its expense, arrange to deliver the Material to the nominated Premises.
- 6.2 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 Tyrecycle's discretion. Any such transport will be provided by Tyrecycle in accordance with the Transport Terms.
- 6.3 The Customer must (where required by Tyrecycle or by law) provide Tyrecycle with true, accurate and complete information about the Material prior to Tyrecycle receiving the Material. Tyrecycle has the right to request photographs of the Material and otherwise inspect, sample, analyse or test any Material delivered by or on behalf of the Customer to the Premises before accepting the Material.
- 6.4 Tyrecycle 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 Tyrecycle from the Premises (at the Customer's cost).
- 6.5 Tyrecycle's decision regarding the refusal of Material is final.
- 6.6 Any costs or liabilities incurred by Tyrecycle including:
 - 6.6.1 segregating, testing (including without limitation under **clause 6.3**), treatment, storage, collection, dumping, excavation, transport or removal of Material or Excluded Material; or
 - 6.6.2 any damage caused by the delivery of Material or Excluded Material to Tyrecycle, including without limitation any rectification work required at the Premises caused by the Excluded Material,will be borne by the Customer.
- 6.7 Title and liability to all Excluded Material shall remain with the Customer.
- 6.8 Tyrecycle 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 7** by the Customer.

7. Customer obligations

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

- 7.1 provide true, accurate and complete information in respect of all Material sought to be received by Tyrecycle;
- 7.2 where Material is accepted by Tyrecycle, ensure that it complies with the all of the information provided to Tyrecycle about the Material;
- 7.3 comply with Tyrecycle's Policies and all other reasonable directions given to it by Tyrecycle or Tyrecycle's Personnel; and
- 7.4 where applicable, provide Tyrecycle with access to any site (owned, controlled or licensed by the Customer) and all information necessary to enable Tyrecycle to carry out its obligations under any Contract;
- 7.5 transport and deliver Material to Tyrecycle in accordance with all Chain of Responsibility Laws, all environmental Laws and all other Laws which apply to the transportation of the Material.

8. Access to the Premises

- 8.1 The Customer:
 - 8.1.1 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;

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

8.1.3 warrants that it will maintain appropriate Workcover and other insurance with regard to the circumstances set out in **clause 8.1.2** in respect of it and its Personnel.

8.2 The Customer indemnifies Tyrecycle for any Loss incurred by Tyrecycle arising from the Customer and its Personnel accessing the Premises or for any breach of this **clause 8**.

9. Warranties, liabilities and indemnities

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

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

9.3 The Customer warrants that:

9.3.1 it will and its Personnel will comply with all instructions from Tyrecycle and its Personnel when delivering Material to Tyrecycle;

9.3.2 the description and source of the Material is true and accurate;

9.3.3 any Material supplied does not contain Excluded Material;

9.3.4 it and its Personnel will comply with all required laws, regulations, authorisations, approvals, permits and licenses required to provide the Material.

9.4 The Customer warrants that all information it provides to Tyrecycle including without limitation in relation to the Material is true and correct and indemnifies Tyrecycle accordingly.

10. Definitions

10.1 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.

10.2 In these Incoming Material Terms, unless the contrary intention appears, the following terms have the following meanings:

10.2.1 **'Credit & General Terms'** means the terms upon which Tyrecycle provides credit and goods and/or services to its customers available at [Terms and Conditions - Tyrecycle](#) (at the time of entry into a Contract).

10.2.2 **'EPUs'** means equivalent passenger units, being a metric commonly used to determine the quantity of Material;

10.2.3 **'Incoming Material Terms'** means these terms and conditions.