

1. Incoming Materials Terms & Conditions ("IMT&C")

- 1.1 These IMT&C apply to Material received at Allbrook's Premises and form part of all Contracts (together with the Credit & General Terms) for the receipt of Material.
- 1.2 These IMT&C 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 Allbrook.

2. Supply of services

Subject to these IMT&C and any Contract Particulars, Allbrook may accept Material, provided that it meets the particulars in the Classification Report provided to Allbrook. Allbrook reserves the right to accept or reject any Material in whole or in part for any reason.

3. Price and payment

- 3.1 Subject to *clause 3.3*, the Customer will pay Allbrook the Price for receiving the Material in the manner nominated or agreed by Allbrook.
- 3.2 Allbrook 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.
- 3.3 Prices for receipt of Material will be based on weight and / or volume using "SR Measure" or any other method as determined by Allbrook.

4. SR Measure

- 4.1 A cutting-edge tech-based stockpile inventory measurement system, which has been vigorously tested by Allbrook for Material weight accuracy.
- 4.2 Allbrook 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 Premises.
- 5.2 The Customer may be required to submit a true and accurate Classification Report prior to Allbrook accepting receipt of the Material.
- 5.3 Allbrook has the right to inspect, sample, analyse or test any Material delivered by or on behalf of the Customer to the Premises before accepting receipt of the Material.
- 5.4 Allbrook has absolute discretion to refuse receipt of Material or Excluded Material and order the Customer to arrange removal of same from Allbrook's Premises (at the Customer's cost).
- 5.5 Allbrook's decision regarding the refusal of Material is final.
- 5.6 Any costs or liabilities incurred by Allbrook 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 Allbrook, including without limitation any rectification work required at the Premises caused by the Excluded Materialwill be borne by the Customer.
- 5.7 Title and liability to all Excluded Material shall remain with the Customer.
- 5.8 Allbrook 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 Allbrook;
- 6.2 where Material is accepted by Allbrook, ensure that it complies with the Report provided to Allbrook;
- 6.3 comply with Allbrook's Policies and all other reasonable directions given to it by Allbrook or Allbrook's Personnel; and
- 6.4 where applicable, provide Allbrook with access to any site (owned, controlled or licensed by the Customer) and all information necessary to enable Allbrook to carry out its obligations under any Contract;
- 6.5 transport and deliver Material to Allbrook 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 Allbrook Policies and reasonable directions provided by Allbrook or its Personnel with respect to access to the Premises.
 - 7.1.3 warrants that it will maintain all appropriate personal injury and other insurance cover with regard to itself and its Personnel.
- 7.2 The Customer indemnifies Allbrook for any Loss incurred by Allbrook 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, Allbrook 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 Allbrook from any Loss suffered or incurred by the Customer or its Personnel in relation to Allbrook receiving or rejecting the Material or Excluded Material.
- 8.3 The Customer warrants that:
 - 8.3.1 it and its Personnel will comply with all instructions from Allbrook and its Personnel when delivering Material to Allbrook.
 - 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 relevant laws, regulations, approvals, permits and licenses.

9. Definitions

- 9.1 Except where the context otherwise requires, terms used but not defined in these IMT&C have the same meanings given to them in the CGT&C.
- 9.2 In these IMT&C, unless the contrary intention appears, the following terms have the following meanings:
 - 9.2.1 **CGT&C** (Credit and General Terms & Conditions) means the terms upon which Allbrook provides credit and goods and / or services to its customers.
 - 9.2.2 **IMT&C** (Incoming Materials Terms & Conditions) means those contained herein.