

## **EARTHPOWER TERMS & CONDITIONS**

### **Acceptable Wastes**

The receipt of waste onto the EarthPower site is controlled by the conditions listed in our EPA License 11797. Food biomass wastes are the only acceptable wastes that may be delivered to EarthPower for disposal. Food Waste includes:

- Fruit and vegetable wastes
- Meat and dairy products
- Processed foods
- Product destruction including damaged or out of date goods
- Pet foods
- Confectionary
- Commercial catering and hospitality industry
- Segregated residential food wastes
- Various wastes or off specification ingredients from food manufacturers.

### **Liquid Food Wastes**

Liquid food wastes must be pumpable (not spadable), have a pH in the range 3 to 10, temperature less than 40 degrees Celsius and maximum particle size of 10mm. It is the customer's responsibility to have appropriate fittings, pipes, pumps etc to enable their tanker to unload within 20 minutes from acceptance of a load.

### **Pit 1 Food Wastes**

Pit 1 Food Wastes include solid and semi solid wastes and spadable sludges from which free liquid has been removed.

### **Packaged Foods**

All deliveries must be booked in and approved minimum 24 hrs prior to arrival. This is to ensure that sufficient storage is available for any particular waste stream. Un-booked consignments may be subject to significant delays in unloading and/or may incur additional charges. All packaged foods deliveries must:

- Stacked on pallets
- All pallets must be in good condition.
- The maximum pallet dimensions accepted are 1.2m by 1.2m by 1.2m
- Pallets will not be exchanged unless prior arrangements are made.

### **Unacceptable Wastes**

Unacceptable wastes includes the following:

- Any material of which the handling of, transportation to, or disposal at EarthPower facility would constitute a violation of EarthPower EPA Licence
- Any material that is now or hereafter defined by State law as radioactive, dangerous, hazardous, or extremely hazardous
- Putrefied food waste; and
- Any waste which through toxicity, carcinogenicity, mutagenicity, teratogenicity, flammability, explosivity, chemical reactivity, corrosivity, infectiousness or other biologically damaging properties, which may present danger to the life or health of living organisms when released into the environment.

The customer will be responsible for all costs associated with the disposal of Unacceptable Waste

### **Prohibited Waste**

Items that can damage EarthPower equipment and/or process including bundles of paper or cardboard, liquid chocolate, oil cans, glass, vehicle tires, roofing materials, MGB's, electronic goods, pieces of pallets, car parts, demolition materials, milk crates, bread trays, plastic, soil and other such non-anaerobic digestable materials, human or animal excrement, antibiotics, pharmaceuticals, sterilizing agents, detergents, bleaches, pesticides, herbicides, weed killers, products containing heavy metals, other toxins or pollutants, hazardous waste and unacceptable waste.

Prohibited items may at the discretion of EarthPower incur a handling fee of \$150 per load. These items will be photographed. EarthPower reserves the right to determine final pricing based on contaminants present.

### **Contamination**

EarthPower uses visual assessments to determine the contamination levels of wastes. EarthPower's decision on the contamination level is final. EarthPower has a maximum acceptable contamination level of 5% by weight. These visual assessment are used in determining the appropriate gate fee for a particular load of food waste.

### **Material Ownership**

The delivered waste is deemed to belong to EarthPower once it crosses the weighbridge, provided it is not rejected on the basis of being unacceptable waste.

### **Disclosure**

EarthPower relies on the information provided by generators and customers to determine pricing, classification and acceptability. The customer is advised that the waste generator is responsible to ensure that the waste is correctly described and classified in accordance with DECC (NSW EPA) "Environmental Guidelines: Assessment, Classification and Management of Liquid and Non-liquid Wastes".

Information provided to EarthPower regarding waste streams presented for pricing and/or disposal must be correct, free from omissions and be an accurate description of the sample and or waste stream that generates the waste. EarthPower will charge the customer any costs borne as a result of incorrect information.

### **Aggregation of Loads**

Aggregation of loads / mixing of loads is only permissible upon receiving authorization from EarthPower.

### **Pricing**

Pricing is for disposal only and does not include transportation. EarthPower reserves the right to amend treatment and/or disposal charges should the waste presented for disposal differ from the description and/or benchmark sample used to determine pricing and acceptability. A 1-tonne minimum charge applies for all deliveries unless agreed otherwise by EarthPower. Rates for disposal will be based on a weight basis.

### **Weighbridge**

The EarthPower weighbridge will used to determine the quantity of food waste in each delivery. The time of arrival, truck registration, and gross weight, tare weight and net weight will be recorded. Physical documents shall be produced on request. If the EarthPower weighbridge is unavailable, EarthPower may direct the customer vehicles to use an alternative.

**Terms**

EarthPower may change its charges from time to time. An increase in charges may be as a result of cost increases, particularly with respect to fuel, labour and disposal costs, but may otherwise be a result of general upward movement in the cost represented by economic and business indicators.

Terms are 14 days of the invoice date. Any credit claims must be made within 30 days from the invoice date. Interest at the rate of 12% per annum on daily balances will be paid by the Customer on overdue payments between the due date and the date of payment plus administration fees.

**Outages**

In the event that the EarthPower facility suffers outage necessitating the cessation of some or all wastes receipt, EarthPower will advise the affected Customer(s) whom will then need to make at their cost alternative waste disposal arrangements.

**Indemnities**

The customer indemnifies EarthPower against loss or damage to EarthPower's property and against any claim or action which may be brought or made by any person against EarthPower, its employees or agents in respect of personal injury or death of any person or loss or damage to property caused by a negligent or wrongful act or omission of the customer, its employees, contractors or agents.

**Acceptance**

The delivery of waste to the EarthPower facility by a customer will be deemed as acceptance of these general terms and conditions.

**Operational**

EarthPower accepts deliveries 24hours a day, 7 days a week. The EarthPower facility is contactable 24/7 on (02) 9684 5182

On arrival the driver will be asked to confirm the waste source. Liquid wastes will be sampled and tested at the on-site laboratory. EarthPower reserves the right to reject any waste. Samples of wastes collected are also periodically sampled at external laboratories to ensure compliance.

EarthPower have procedures in place covering emergency response, safety, operational, and quality assurance. The customer, its employees, contractors or agents must comply with these procedures when on the EarthPower site.