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## CLIENT TERMS

These Client Terms, together with any Client Form (defined in clause 1), set out the agreement (this '**Agreement**') under the terms of which BLUE CROC RUBBISH REMOVAL PTY LTD ABN 19 631 534 560 ('**Blue Croc**') provides Services and Goods (defined in clause 2) to you or the company which you represent (the '**Client**').

### 1. CLIENT FORM, THIS AGREEMENT

- (a) These Client Terms will apply to all the Client's dealings with Blue Croc, including being incorporated in all agreements, quotations or orders under which Blue Croc is to provide goods or services to the Client (each a '**Client Form**') together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this Agreement if the Client accepts a Client Form, or if the Client orders, accepts or pays for any goods or services provided by Blue Croc after receiving or becoming aware of this Agreement or these Client Terms.
- (c) In the event of any inconsistency between these Client Terms and any Client Form, the clauses of these Client Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Client Form) will prevail over these Client Terms to the extent of any inconsistency.

### 2. GOODS AND SERVICES

- (a) In consideration for the payment of the fees set out in the Client Form (**Fees**), Blue Croc will provide the Client with services set out in a Client Form (**Services**) and/or the goods set out in a Client Form (**Goods**).
- (b) Unless otherwise agreed, Blue Croc may, in its discretion:
  - (i) not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
  - (ii) withhold delivery of Goods or Services until the Client has paid an invoice in respect of such Goods and/or Services.

### 3. CLIENT OBLIGATIONS

#### 3.1 PROVIDE INFORMATION, LIAISON AND REASONABLE DIRECTIONS

- (a) The Client must provide Blue Croc with all documentation, information and assistance reasonably required for Blue Croc to perform the Services.
- (b) The Client agrees to liaise with Blue Croc as it reasonably requests for the purpose of enabling Blue Croc to provide the Services.
- (c) The Client must comply with Blue Croc's reasonable directions in receiving the Services.

#### 3.2 GOODS

In respect of any Goods Blue Croc provides to the Client, the Client must comply at all times with the documentation provided with the Goods, and provided on Blue Croc's website at [[www.bluecrocgroupp.com.au](http://www.bluecrocgroupp.com.au)] (**Documentation**).

#### 3.3 PICK UP SERVICES – CROCBAG OR OTHER RUBBISH

- (a) To the extent that the Services include picking up a Blue Croc CrocBag product that was purchased by the Client (**CrocBag**), or picking up other rubbish, or similar services (together, **Pick Up Services**), the Client must:
  - (i) if the Services include picking up a CrocBag:
    - A. comply at all times with the Documentation in respect of the CrocBag;
    - B. ensure that the weight of the items in each CrocBag does not exceed the maximum weight for a CrocBag, as specified in the Documentation;

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- C. ensure that no prohibited items have been placed in a CrocBag at any time. Blue Croc displays a list of prohibited items on its website at: [www.bluecrocgroupp.com.au]. This list is updated from time to time, and the Client should ensure that it checks the list of prohibited items before it places a new type of item into a CrocBag;
  - D. ensure that no heavy items have been placed in the CrocBags, except in accordance with the Documentation;
  - E. ensure that the CrocBag pick up point is in a serviced area, either accepted in writing by Blue Croc or specified as a pick up service area in the Documentation;
  - F. ensure that no more than one (1) year has passed since the Client's purchase of the CrocBag. Blue Croc reserves the right not to perform the Pick Up Services in respect of any CrocBag after more than one (1) year since purchase;
  - G. ensure that a CrocBag is not left in sunlight, or in other weather conditions, other than in accordance with the Documentation; and
  - H. notify Blue Croc if a CrocBag deteriorates while in the Client's possession, such that the Pick Up Services will not be able to be performed with a crane (details regarding deterioration are included in the Documentation).
- (ii) ensure that all CrocBags, and areas on the Client's premises, being subject to the Pick Up Services do not contain any unintended items. The Client agrees and acknowledges that any item placed in a CrocBag, or in any pick up area, being the subject of Pick Up Services:
- A. will be taken by Blue Croc as part of the Pick Up Services;
  - B. will not be returned to the Client, and
- and the Client agrees to transfer title in all such items to Blue Croc at the time of pick up;
- (iii) ensure that no person other than Blue Croc's personnel move, or in any way handle or alter, any CrocBag (including moving a CrocBag vertically or horizontally, and including any of the Client's personnel). The Client indemnifies Blue Croc in respect of any and all loss or damage that arises from or in connection to the Client's personnel, or any other third party, moving, or in any way handling or altering, any CrocBag under the Client's control, in the Client's possession or on the Client's premises;
- (iv) provide Blue Croc with all relevant pick up details before the date of pick up, including by providing the delivery address (to be accepted by Blue Croc), details of the property in which the Services are to be performed, details of any obstacles to such Services and any other details which Blue Croc reasonably ought to be aware of in order to perform the Services;
- (v) ensure that, on the date and at the time the Pick Up Services are to be provided, every CrocBag and/or other rubbish being the subject of the Pick Up Services (**Rubbish**) is easily accessible, organised, positioned and located in accordance with the relevant Documentation, Blue Croc's instructions and the Client Form;
- (vi) ensure that, on the date the Pick Up Services are to be provided, no third party tradespeople or other service providers are on site at the pick up location. The Client releases Blue Croc from any liability which arises out of or in connection to Blue Croc cancelling the Pick Up Services in accordance with this Agreement, including in relation to any third party service providers who were postponed or not booked due to the proposed date of the Pick Up Services;
- (vii) ensure that there are no additional CrocBags or Rubbish, other than that set out in a Client Form, or any items of Rubbish of a nature other than as set out in a Client Form; and
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- (viii) ensure that the weight of Rubbish does not exceed the maximum weight specified in the Client Form.
  - (b) Without limiting any other clause of this Agreement, if the Client breaches any part of clause 3.3(a):
    - (i) Blue Croc may, at its option:
      - A. charge the Client an additional amount for the Pick Up Services, specified by Blue Croc (acting reasonably), on invoice to the Client; or
      - B. elect not to perform the Pick Up Services; and
    - (ii) the Client grants to Blue Croc a licence to enter its property to rectify the breach and perform the Pick Up Services, at Blue Croc's option. The Client acknowledges that a breach of clause 3.3(a) will affect Blue Croc's ability to perform the Pick Up Services and the Client releases Blue Croc from any and all liability arising out of reasonable damage to the Client's premises or property caused by Blue Croc carrying out the Pick Up Services or rectifying the Client's breach of clause 3.3(a). Without limiting this clause 3.3 (b)(ii), specific risks that may arise if the Client breaches any part of clause 3.3(a), in relation to which the Client releases Blue Croc from any liability, include moving CrocBags on the Client's property and/or driving Blue Croc's heavy pick up vehicles on the property.
  - (c) If Blue Croc elects not to perform the Pick Up Services in accordance with clause 3.3(b), and the relevant breach of clause 3.3(a) was committed, or Blue Croc became aware of it less than fourteen (14) days before the date the Pick Up Services were to be performed, Blue Croc will not issue a refund in respect of those Pick Up Services.
  - (d) If Blue Croc elects not to perform the Pick Up Services in accordance with clause 3.3 (b), and those Pick Up Services were offered to the Client on a complimentary basis (as part of a sale of Goods to the Client), Blue Croc will not issue any refund in respect of those Pick Up Services.

#### 3.4 PROPERTY DAMAGE

The Client must, during the Pick Up Services, supervise such Services and ensure that no damage is caused to its premises or personal property as part of the Services, and the Client releases Blue Croc from any such loss or damage arising out of the Services, to the extent that it is caused or contributed to by the Client's failure to supervise in accordance with this clause, or by the Client's failure to comply with any other clause of this Agreement.

### 4. PAYMENT

#### 4.1 FEES

The Client must pay to Blue Croc fees in the amounts and at the times set out in the Client Form or as otherwise agreed in writing.

#### 4.2 INVOICES

Unless otherwise agreed in the Client Form:

- (a) if Blue Croc issues an invoice to the Client, payment must be made by the time(s) specified in such invoice;
- (b) in all other circumstances, the Client must pay for all goods and services within 2 weeks of receiving an invoice for amounts payable; and
- (c) the Client must not set off any money alleged to be owing by Blue Croc against money due by the Client to Blue Croc.

#### 4.3 PAYMENT METHOD

The Client must pay Fees using the fee payment method specified in the Client Form.

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#### 4.4 EXPENSES

Unless otherwise agreed in writing any third party costs reasonably incurred by Blue Croc in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Client Form.

#### 4.5 GST

Unless otherwise indicated, amounts stated in a Client Form do not include GST. In relation to any GST payable for a taxable supply by Blue Croc, the Client must pay the GST subject to Blue Croc providing a tax invoice.

#### 4.6 CARD SURCHARGES

Blue Croc reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

#### 4.7 ONLINE PAYMENT PARTNERS

Blue Croc may use third-party payment providers (**Payment Providers**) to collect payments for Goods or Services. The processing of payments by the Payment Provider will be, in addition to this Agreement, subject to the terms and conditions and privacy policies of the Payment Provider and Blue Croc is not liable for the security or performance of the Payment Provider. Blue Croc reserves the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

#### 4.8 LATE PAYMENTS FOR PICK UP SERVICES

If:

- (a) the Client fails to make a payment for Pick Up Services in accordance with this Agreement, or in accordance with the relevant invoice; and
- (b) the relevant Pick Up Services have already been performed,

Blue Croc reserves the right to return the items being the subject of those Pick Up Services (**Picked Up Items**), or items of the same volume, to the location where the Picked Up Items were picked up from, and leave those items at that location. The Client releases Blue Croc from any loss or damage arising out of Blue Croc's return of such Picked Up Items, including damage to the Client's property, provided that Blue Croc takes reasonable care in returning such Picked Up Items. The Client grants to Blue Croc a licence to enter its property to return such Picked Up Items.

#### 4.9 DEBT REFERRAL

In the event that the Client's overdue account is referred to a collection agency and/or law firm, the Client will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

### 5. ONLINE PURCHASE ORDERS AND PRICING ERRORS

#### 5.1 OFFER TO PURCHASE

If the Client has submitted an order for purchase of a Good or Service using the functionality of Blue Croc's website, or by any other means, (**Purchase Order**), the Client represents and confirms that they:

- (a) have the legal capacity and are of sufficient age to enter into a binding contract with Blue Croc; and
- (b) are authorised to use the debit or credit card included in the order.

Submitting a Purchase Order constitutes the Client's intention and offer to enter into a contract, where Blue Croc will provide the Client with the Goods and/or Services the Client has ordered in exchange for payment of the total amount listed upon checkout. A contract is not formed until Blue Croc has approved the Client's payment and the Client receives an email from Blue Croc confirming that the order is being processed.

#### 5.2 PRICING ERRORS

In the event that Blue Croc discovers an error or inaccuracy in the price at which a Purchase Order was submitted (including shipping prices), Blue Croc will attempt to contact the Client and inform them of this as soon as possible. The Client will then have the option of purchasing their order at

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the correct price, or cancelling the order. If the Client chooses to cancel their order and payment has already been debited, the full amount will be credited back to the original method of payment.

## 6. CANCELLATION

Blue Croc reserves the right to cancel the Client's order for any reason, and will notify the Client of this as soon as possible. Where payment has already been debited, the full amount will be credited back to the original method of payment.

## 7. GOODS

### 7.1 NO HANDLING OF CROCBAGS

The Client:

- (a) must ensure that no person other than Blue Croc's personnel move, or in any way handle or alter, any CrocBag (including moving a CrocBag vertically or horizontally, and including any of the Client's personnel); and
- (b) indemnifies Blue Croc in respect of any and all loss or damage that arises from or in connection to the Client's personnel, or any other third party, moving, or in any way handling or altering, any CrocBag under the Client's control, in the Client's possession or on the Client's premises.

### 7.2 DELIVERY AND SHIPPING

- (a) **(Delivery)** For Goods to be delivered, Blue Croc may charge you for delivery at any time (notwithstanding that it may not have previously done so). Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by Blue Croc.
- (b) **(Shipping)** All delivery times provided to the Client are estimates only and are subject to postal delays and reasons beyond Blue Croc's control. Blue Croc does not warrant or make any representation that the Client's order will be delivered within the times indicated. Blue Croc will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.
- (c) **(Accepting delivery)** The Client must provide Blue Croc with all relevant delivery details when submitting a Purchase Order, or accepting a Client Form, including by providing the delivery address, details of the space in which the relevant Goods are to be dropped or installed, details of any obstacles to such Goods' installation and any other details which we reasonably ought to be aware of in order to deliver and/or install the relevant Goods.
- (d) **(Redelivery costs)** The Client agrees that it must pay reasonable redelivery costs (as reasonably specified by Blue Croc and invoiced to the Client) if redelivery is necessary to complete delivery or installation of Goods, and if the original failed delivery or installation was caused or contributed to by the Client not providing Blue Croc with sufficient details in accordance with clause 7.1(c) above.
- (e) **(Installation)** Blue Croc may be able to assist the Client with installation of some Goods. If Blue Croc does, risk in the Goods will not be affected and the Client continues to assume risk in the Goods once delivered. The Client agrees that it is their responsibility to supervise such installation and ensure that no damage is caused to the premises or any personal property as part of the installation, and the Client releases Blue Croc from any such loss or damage arising out of installation of the Goods.
- (f) **(Your obligations)** If Blue Croc provides delivery, redelivery or installation services under this clause 7, or Pick Up Services, the Client agrees:
  - (i) you must:
    - A. co-operate with Blue Croc in receiving such services;
    - B. comply with Blue Croc's reasonable directions in this regard;
    - C. provide Blue Croc with all documentation, information and assistance reasonably required for the Blue Croc to perform such services;
    - D. liaise with Blue Croc as it reasonably requests for the purpose of enabling Blue Croc to provide such services; and

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- E. pay additional service fees for changes to such services requested by you which are outside the scope originally agreed;
  - (ii) to pay Blue Croc for such services in the amounts and at the times specified in any relevant invoice issued to the Client by Blue Croc; and
  - (iii) any service that requires Blue Croc to acquire goods and services supplied by a third party on your behalf may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies, and you agree to any Third Party Terms.

### 7.3 TITLE AND RISK

- (a) **(Title)** Until the price of Goods is paid in full, title in those Goods is retained by Blue Croc.
- (b) **(Risk)** Risk in the Goods will pass to the Client on delivery. Delivery must not be refused by the Client.
- (c) **(Failure to pay)** If the Client does not pay for any Goods on or before the due date for payment:
  - (i) or the Client otherwise fails to comply with this Agreement, or with the terms of any sale credit has been extended to the Client, Blue Croc reserves the right to revoke such credit and demand immediate payment before any further shipment of Goods;
  - (ii) the Client must pay Blue Croc interest at the rate of 12% per annum on each amount outstanding, from the due date for payment to the date on which the payment is received by Blue Croc;
  - (iii) the Client authorises Blue Croc, its employees and agents to enter any premises occupied by the Client or any other place where the Goods are located and use reasonable force to retake possession of the Goods without liability for trespass or any reasonable damage;
  - (iv) Blue Croc may at its option keep or resell Goods retaken from the Client; and
  - (v) if the Client sells Goods or items into which the Goods are incorporated before payment in full to Blue Croc, the Client acknowledges that such sale is made by the Client as bailee for and on behalf of Blue Croc, to hold the proceeds of sale on trust for Blue Croc, in an account in the name of Blue Croc, and the Client must pay that amount to Blue Croc on demand.

### 7.4 CUSTOMS AND DUTIES

Blue Croc reserves the right to refuse international orders. Approved international orders may be subject to customs and import duties upon reaching its country of destination. The Client will be responsible for paying all customs and import duties and acknowledge that failure to pay may result in your order being held at customs. Blue Croc will not be liable for any costs the Client may incur in having their order released from customs, including reimbursing the Client for any customs or import duties they may pay.

### 7.5 RETURNS & EXCHANGES

- (a) Returns of Goods will only be accepted if the Goods are faulty and the Client complies with the provisions of this clause 7.5, or:
  - (i) the Goods are new and unused (**Original Condition**);
  - (ii) the Goods are returned within 10 business days of the Client receiving it; and
  - (iii) Blue Croc agrees in writing to accept return of the Goods.
- (b) **(Change of mind return)** Blue Croc does not accept change of mind returns.
- (c) **(Faulty products)** If you believe your Goods are faulty, please contact us using the details provided on our website with a full description of the fault (including images if possible).

If we determine that your Goods may be faulty, we will request that you send the product back to us at your cost for further inspection, including any accessories, manuals, documentation or registration shipped with the product. We reserve the right to further inspection before deeming a product faulty.

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If we determine in our reasonable opinion that the product is not faulty, or is faulty due to fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your return and send the product back to you at your own cost.

If we determine that the product is faulty, you will be credited the full amount paid (including shipping costs) and you may request a refund, exchange or store credit. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.

- 7.6 If the Client fails to comply with the provisions of this clause in respect of defective Goods, Blue Croc may, in our discretion, issue only a partial refund or no refund in respect of such defective Goods, provided that nothing in this clause is intended to limit the operation of any manufacturers' warranties which you may be entitled to or any of the Client's rights which cannot be excluded under applicable law.

## 8. CHANGES

- (a) The Client must pay additional service fees for changes to Services requested by the Client which are outside the scope set out in the relevant Client Form (**Changes**).
- (b) Unless otherwise agreed in writing, Blue Croc may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

## 9. THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires Blue Croc to acquire goods and services supplied by a third party on behalf of the Client may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) The Client agrees to any Third Party Terms applicable to any goods and services supplied by a third party that the Client or Service Provider acquires as part of the Services and Blue Croc will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.

## 10. WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement or a Client Form are excluded.
- (b) Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Blue Croc's liability for breach of that non-excludable condition, warranty or guarantee will, at Blue Croc's option, be limited to:
  - (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
  - (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

## 11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Blue Croc's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and

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- (b) is limited, insofar as concerns other liability, to the total money paid to Blue Croc under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

Nothing in this Agreement is intended to limit the operation of the *Competition and Consumer Act 2010* (Cth).

## **12. INDEMNITY**

The Client indemnifies Blue Croc from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of this Agreement by the Client; or
- (b) any negligent, fraudulent or criminal act or omission of the Client or its personnel.

## **13. SUBCONTRACTING**

Blue Croc may subcontract any aspect of providing the Goods or Services and the Client hereby consents to such subcontracting.

## **14. TERMINATION**

### **14.1 TERMINATION BY BLUE CROC**

Blue Croc may terminate this Agreement in whole or in part immediately by written notice to the Client if:

- (a) the Client is in breach of any term of this Agreement; or
- (b) the Client becomes subject to any form of insolvency or bankruptcy administration.

### **14.2 TERMINATION BY THE CLIENT**

The Client may terminate this Agreement in whole or in part by written notice to Blue Croc if:

- (a) Blue Croc has committed a material breach of this Agreement and has failed to remedy the breach within 30 days after receiving written notice from the Client; or
- (b) Blue Croc consents to such termination, subject to the Client's fulfillment of any pre-conditions to such consent (for example, payment of a pro-rata portion of the agreed fees).

### **14.3 EFFECT OF TERMINATION**

Upon termination of this Agreement, the Client must promptly pay (at Blue Croc's request):

- (a) any payments required by Blue Croc to third party suppliers or service providers to discontinue their work;
- (b) Blue Croc's standard fees in relation to work already performed; and/or
- (c) an equitable amount by way of profit margin on the preceding items.

### **14.4 SURVIVAL**

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination, including without limitation clauses 3 – 13 and 15.

## **15. DISPUTE RESOLUTION**

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.
- (b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.



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- (c) The parties acknowledge that compliance with this clause 15 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
    - (i) in the case of applications for urgent interlocutory relief; or
    - (ii) a breach by another party of this clause 15.

## 16. NOTICES

### 16.1 FORM OF NOTICE

A notice or other communication to a party under this Agreement must be:

- (a) in writing and in English; and
- (b) addressed to that party to:
  - (i) the postal address of that party; or
  - (ii) the email address of that party that has been regularly used by the parties to correspond during the term of this Agreement (unless such email address is known to be inactive by the party giving notice).

### 16.2 HOW NOTICE MUST BE GIVEN

A notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below.

<b>Method</b>	<b>When Notice is regarded as given and received</b>
By hand	On delivery
By pre paid post in the same country	On the third business day after the date of posting
By pre paid post in another country	On the fifth business day after the date of posting by airmail
By email to the nominated email address	Unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, 24 hours after the email was sent.

## 17. GENERAL

### 17.1 GOVERNING LAW

This Agreement is governed by the law applying in Victoria, Australia

### 17.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 17.3 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

### 17.4 RELATIONSHIP

- (a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between Blue Croc and the Client or any of their respective employees, agents or contractors.

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(b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

17.5 AMENDMENTS

This Agreement may only be amended by a document signed by each party.

17.6 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.7 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

17.8 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

## 18. BAG PLACEMENT REQUIREMENTS

### 18.1 CROC BAG General Placement

The CROC bag has to be within 4 meters from where the truck can park. There must be a clear path to the truck with nothing in the way. You can place the bag over a fence, again though it must be within 4 meters from where the truck parks. If lifting over a fence, it is important to stick to the 600kg weight limit. Over weight bags will not be able to lift over a fence. We will also need access inside the fence on the day of pick up, so that we can hook up the bag.

### 18.2 CROC BAG Vertical Clearance

Where our truck parks will need to have a 5 meter vertical clear space overhead. This is so we can extend our crane and be free from hitting power lines, trees and any other structure.

### 18.3 CROC BAG Garage Placement

You can place the CROC BAG in your garage, however we may need to drag the bag until it is within the safe lifting distance from the truck.

If we need to drag your bag from any location due to it is not in the correct positioning, you will need to understand this may cause scrape marks or damage to the surface the bag is dragged across. You will need to complete the "Happy for Blue Croc to drag our CROC BAG " document before we can move it.

### 18.4 CROC BAG Weight Restrictions

Bags that weigh over 600kg will need to be placed within 1 meter of where the truck will park. Our crane truck has a reach of 6 meters, however at this length it can only lift 450kg. The lifting capacity increases the closer to the truck the bag is, directly next to the truck we can lift 2000kg.

### 18.4 CROC BAG - Promotional, Free or Bag Only Purchases

If a Croc Bag has been received as FREE or as part of ALL and ANY promotion it must be collected within a 6 Month period of receiving the Croc Bag. You accept that if the Croc Bag is not collected, you will be charged the full amount as stated below:

3 Cubic Metre - General Waste Croc Bag \$249

3 Cubic Metre - Green Waste Croc Bag \$179

1 Cubic Metre - General Waste Croc Bag \$129

1 Cubic Metre - Green Waste Croc Bag \$129

1 Cubic Metre - Soil, Rocks & Dirt Croc Bag \$129