

*Section 47A Fair Trading Act (NSW) (the Act) Disclosure*

If you are a consumer, before you purchase or enter into an agreement for goods and services supplied by Breen we draw your attention to some of the agreement terms as summarised below. Nothing in these terms will affect or limit your rights under the Australian Consumer Law, including your rights under consumer guarantees.

**1) Limitations on liability**

Breen excludes liability for indirect loss and lost profits and caps its liability for direct loss. It also excludes liability for loss caused by a defect in goods due to third party materials or where the goods have been comingled with third party materials. These limitations do not apply to Breen's liability for breach of consumer guarantees.

**2) Risk in Waste Materials**

You are responsible for ensuring that any waste materials you give us are not contaminated by any prohibited material including hazardous waste, green waste and asbestos.

**3) Loss to Breen caused by you**

You must compensate Breen for loss it incurs because you do not comply with the agreement (including in relation to ensuring the waste materials are not contaminated) or because of any negligent, unlawful, or wrongful act or omission by you or your personnel in connection with the goods and services. The indemnity is reduced to the extent that Breen has caused or contributed to the loss.

**4) Price Variations for goods and services**

If Breen's Pricing Assumptions change, Breen may vary the price of goods and services by providing you with a revised quote. In the case of Waste Services (where timing is usually critical), you will then have 2 hours to cancel the order if you wish. In the case of goods, you will then have 14 days to cancel the order if you wish. Breen may also vary its standard pricing by giving you 14 days' written notice.

**5) Tolerances for quantity of goods**

You agree that the quantity of goods supplied by Breen may not be 100% accurate and is subject to a tolerance range of plus or minus 5% due to factors such as loading accuracy, weather conditions and transport constraints.

**6) Defects and Shortages in goods**

You are required to inspect the goods for any defects or shortages and to then notify Breen of any defect or shortage **before** 5pm on the day of delivery. If a delivery is

made after 4pm, the notice must be given on the next day before midday. You must tell Breen of a defect as above and preserve the goods in the state in which they were delivered for 10 business days after this and during that period allow Breen access to inspect the goods.

**For Transport Services:**

**7) Delays and Access**

Delivery dates are an estimate only. If Breen is not able to collect waste materials or deliver goods to you by the delivery date, Breen is not liable to compensate you for late delivery. If you cause a delay in delivery or delivery is delayed without fault of Breen then you may be required to pay additional charges to cover Breen's costs (e.g storage or return delivery fees). You must ensure that Breen or its representatives are able to access a delivery point nominated by you safely and are responsible for compensating Breen and its representatives for any loss or harm if you do not.

**8) Third Party Terms**

If Breen arranges for Transport Services on your behalf by a third party, the third party's standard terms and conditions will apply to the collection of the material and/or the delivery of the goods. Where third party terms apply, Breen will take reasonable steps to notify you of the terms at the time of order. You must indemnify or compensate Breen for any loss suffered by Breen in engaging the third party on your behalf.

**9) Price Variations**

Breen may amend the price for Transport Services if the collection or delivery point is changed, or if the materials differ from the description, sample or report provided.

**10) Personal information to third parties**

In order to provide goods and services to you, and in some cases to provide you with credit terms for payment, Breen may transfer your personal information to a third party (e.g credit agency or third party provider). See Breen's privacy policy at <https://www.breen.com.au/wp-content/uploads/Privacy-Policy.pdf>

**By purchasing goods and/or services from Breen, you acknowledge that Breen has disclosed these terms to you and that you understand their substance and effect and wish to proceed with this agreement. A full copy of the terms and conditions of the agreement is set out following.**