

# Bulk Claim Arrangement

## 1. Agreement

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- (a) This agreement is made between a customer requesting the Services (**Customer**) and the Refund Point Operator processing containers for the Customer (**Relevant RPO**), in order to create a bulk claim arrangement (**Agreement**).
- (b) The parties agree that they are entering into this Agreement to comply with r.4E of the Regulations in respect of any Bulk Quantities (as defined in the Regulations) of Containers.
- (c) Unless otherwise defined in this Agreement, capitalised terms used in this Agreement are defined in the end user licence agreement the parties have entered into with WA Return Recycle Renew Ltd ABN 43 629 983 615 (**WARRRL**) and the most recent version is available at help topics on app (**End User Licence Agreement**).
- (d) This Agreement only applies to Containers that are provided by the Customer to the Relevant RPO via a Provider performing the Services via the Software.
- (e) In consideration for the Customer providing Containers to the Relevant RPO and the Relevant RPO receiving such Containers, the Relevant RPO and the Customer agree to enter into this Agreement.
- (f) This Agreement remains in force from the date upon which both parties agree to its terms via the Software and until termination in accordance with clause 4.

## 2. Obligations

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- (a) The Customer agrees to comply with its obligations in the End User Licence Agreement in respect of the Containers and claims for Refund Amounts in respect of such Containers.
- (b) Provided that the Customer has complied with its obligations in the End User Licence Agreement in respect of the Containers and claims for Refund Amounts and subject to clause 2(c), the Relevant RPO agrees to accept claims for Refund Amounts for Bulk Quantities of empty Containers received from the Customer and process such Containers and claims in accordance with the Act and its agreement with WARRRL to operate a Refund Point.
- (c) Nothing in this Agreement acts to limit or prejudice the Relevant RPO's rights and obligations under the Act.

## 3. Warranties

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You warrant to the Relevant RPO the following in respect of the Containers:

- (a) that the Containers were collected in the State of Western Australia (**State**) for the purpose of claiming the Refund Amount under the container deposit scheme established pursuant to part 5A of the Act; and
- (b) that you reasonably believe that:
  - (i) all of the Containers were first supplied in the State on or after the appointed day for section 47E of the Act; and
  - (ii) the relevant beverage product in relation to each Container is an approved beverage product for the purposes of the Act; and
  - (iii) a Refund Amount has not previously been paid for any Container; and
  - (iv) none of the Containers are or were part of a bale.

## 4. Termination

- (a) Either party may terminate this Agreement:
  - (i) if the other party commits a breach of the Agreement which is capable of being remedied and fails to remedy that breach within 5 Business Days of being requested to do so by the other party by notice in writing; or
  - (ii) if the other party commits a breach of the Agreement which is not capable of being remedied and is given a notice of termination on the basis of that breach within 5 Business Days of the breach occurring; or

- (iii) for convenience, by giving not less than 10 Business Days' notice to the other party.
- (b) This Agreement will automatically terminate if the Relevant RPO ceases to be a Refund Point Operator or if the Customer's End User Licence Agreement expires or terminates.
- (c) Termination or expiry of the Agreement, however it may occur, does not prejudice any claim that either party may have against the other under the Agreement as at the date of termination.

## 5. Notices

A notice under the Agreement must be given to the other party via the Software or otherwise to the most recent email address provided for that party in the Software.

## 6. General

- (a) The Agreement states all of the express terms of the agreement between the parties, and supersedes all prior discussions, negotiations, understandings and agreements, in respect of its subject matter.
- (b) A waiver of a right, remedy or power under the Agreement must be in writing and signed by the party giving the waiver.
- (c) The Agreement is governed by the law in force in the State. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State, and any court that may hear appeals from any of those courts, for any proceedings in connection with the Agreement.
- (d) A variation of any term of the Agreement will be of no force or effect unless it is in writing and signed by each of the parties.
- (e) If you comprise two or more persons, each of those persons is jointly and severally liable under this Agreement.
- (f) Neither party may assign or otherwise transfer any of its rights under this Agreement to any other person.