



Battery Rescue Australia Pty Ltd
ABN: 12 168 056 648
81 Daleford Way,
Southern River, WA 6110
Ph: (61) (08) 9 468 7000
Web: www.batteryrescue.com.au

ORDER FORM

CUSTOMER Name (Company/Organisation):

Address:

Container Site: (if different from Address)

Contact Name: **Contact Number:**

Contact Email Address:

What is your estimated number of pickups per year (1 Tonne per pickup) 1 2 3 4 6 12 24 48 other _____

Do you want to participate in Battery Rescue's **Drop'n'Go Recycling Initiative** (tick): Yes No

CUSTOMER Name (authorised person): **Date:**/...../20.....

CUSTOMER Signature (authorised person):

Conditions

1. With the signing and approval of this Agreement the Customer (**Customer**) will be supplied with a BTS Container and they will be entitled to utilise the Container in accordance with these Conditions, as well as utilise the collection service (as per item 4 below), supply of an exchange BTS Container when Container collection is made, the benefit of transport insurance while the Container is in transit, and ongoing Container maintenance services, whilst the Customer continues to use the Container.
2. The undersigned Customer agrees to provide Battery Rescue Australia Pty Ltd (**Supplier**) with **exclusive collection rights** over the used lead acid batteries that are collected in the BTS Container (Container) by the Customer (and each of its Related Bodies Corporate) while using the BTS Container.
3. Neither the CUSTOMER nor any of its Related Bodies Corporate may offer, provide, deliver, transport or otherwise dispose of any batteries collected in the Container, without SUPPLIER prior written approval. For the purposes of this document, "Related Bodies Corporate" has the meaning given to that term in the *Corporations Act 2001* (Cth).
4. Upon notification by the CUSTOMER to SUPPLIER that the Container is (**Full**), such that the Container contains a minimum weight of 900kg or approximately 60 car size batteries, and is ready for collection, the SUPPLIER (or a contractor acting on its behalf) will use its reasonable endeavours to promptly (but in any case within seven (7) days) collect the loaded Container from the CUSTOMER, and deliver an exchange Container to the CUSTOMER at that time.
5. Payment or charges for the batteries will be made to the CUSTOMER via EFT into the CUSTOMER's bank account within 7 days of the batteries being received at the Reprocessing Plant, with the amount calculated in accordance with item 6 below.
6. The SUPPLIER will pay the CUSTOMER an amount per kilogram plus GST for the batteries collected, based on the estimated volumes collected per annum and the current price paid by the Battery Re-processor. The price paid by the Battery Re-processor may vary each month due to fluctuations in the LME price for Lead and hence the price paid by the SUPPLIER to the CUSTOMER will also fluctuate by a similar amount. In the spirit of transparency the SUPPLIER will publish each month on its website batteryrescue.com.au, the current price paid by the Battery Re-processor and its CUSTOMER price schedule.
7. Payment for the first used lead acid battery collection will NOT be made, as this non payment will serve as an (Establishment Fee) for the BTS Container and associated Used Battery Collection Service.
8. The BTS Container remains the sole property of SUPPLIER at all times, but the CUSTOMER has the right to use the Container in accordance with these Conditions. The CUSTOMER may not use the Container for a purpose other than as permitted by these Conditions.
9. Except in relation to fair wear and tear, the CUSTOMER remains responsible and liable to the SUPPLIER for any damage or loss of a Container within its possession. In most instances any resultant costs will be covered by the CUSTOMER insurance policy.
10. In the event that the Customer has NOT aggregated at least ONE (1) BTS Container FULL of used lead acid batteries in the first twelve (12) months, a payment of \$250 plus GST will fall due and payable on the anniversary of the initial date the Container is supplied to the Customer. If the Customer continues to utilise the Container, this condition will apply annually.

Office Use Only: Approved By Battery Rescue (authorised person name & signature):

..... **Date:**/...../20.....