

1. All contracts made by Ling Metals Limited shall be deemed to incorporate these terms and conditions. No variation or addition to them shall form part of any contract unless specifically accepted by Ling Metals Limited in writing and they shall override and take the place of any other terms and conditions in any other document or other communication used by the buyer in concluding the contract with Ling Metals Limited.

2. Legal and beneficial ownership of any goods shall remain with Ling Metals Limited until full payment has been received, each delivery being considered as a whole and separate contract.

3. Clients who are trading without pre-approved credit terms must pay in full upon delivery of any containers, equipment and/or assets issued to them under hire agreement terms.

4. Containers, equipment and/or assets issued to clients are valid for use for a period of 14 days from the date of delivery unless expressly agreed in writing with Ling Metals Limited.

5. Ling Metals Limited reserves the right to collect any containers, equipment and/or assets that have exceeded the 14-day hire period without giving any prior notice.

6. If containers, equipment and/or assets, whilst in the possession of client, is deemed as being used in an incorrect or unacceptable manner, Ling Metals Limited reserves the right to collect the containers, equipment and/or assets at any point in time without giving any prior notice.

7. Ling Metals Limited undertakes to make every reasonable effort to affect delivery on quoted specific dates; however, Ling Metals Limited shall not be liable for any consequences arising from failure to deliver at any specific time.

8. It is the responsibility of the client to ensure a sufficient area has been allowed for the delivery of any containers, equipment or assets. Any circumstance(s) which results in containers, equipment and/or asset to be deemed undeliverable, the client may be liable for additional fees and charges.

9. It is the responsibility of the client to ensure that there is sufficient access to containers, equipment and/or asset at the time of collection. Any circumstance(s) which results in containers, equipment and/or asset to be deemed uncollectable, the client may be liable for additional fees and charges.

10. Ling Metals Limited shall not be liable for damages, whether consequential or otherwise howsoever caused or occasioned and this undertaking is given in place of and excludes all other warranties and conditions whatsoever whether expressed or implied by Statue or Common Law in so far as and to the extent that it is lawful to exclude them.

11. The client must take reasonable care of any container, equipment and/or asset whilst they are in their custody. Where the containers, equipment and/or assets or any part of them are lost, stolen, damaged or destroyed you must notify us immediately.

12. If the containers, equipment and/or assets are lost, damaged, destroyed or stolen whilst in your care, you will be liable for the full cost of repairing or replacing the containers, equipment and/or assets.

13. The interior or exterior of containers must not be exposed to open flames or fires.

14. No asbestos or any products or by-products that may contain asbestos fibres can be placed in containers, equipment and/or assets.

15. No fridges or freezers, domestic or commercial to be placed in containers, equipment and/or assets.

16. No fire extinguishers, gas cylinders or any other pressurised containers can be placed in containers, equipment and/or assets.

17. No liquid or hazardous waste, flammable liquids or solvents to be placed in containers, equipment and/or assets.

18. Containers, equipment and/or assets must be of a level load. Any contents placed in containers, equipment and/or assets must not exceed the overall height. In the event a load is deemed to be exceeding this limit, the client must remove any protruding items prior to the collection. If the containers, equipment and/or assets is deemed to be exceeding the maximum capacity at the time of collection, the client may be subject to additional fees and charges.

19. The buyer shall determine the suitability of the product/service for their intended use and shall not rely upon any representations, made by or on behalf of Ling Metals Limited. In no circumstances will Ling Metals Limited liability exceed the limitations set forth above.

20. The company reserves the right to amend its terms and conditions of trade at any time without notice and a full copy of the updated terms and conditions of trade can be obtained from the Company by request.

21. [***Applicable only to holders of approved Credit Accounts issued by Ling Metals Limited***]. The price for each delivery and disposal shall be paid in full and received by Ling Metals Limited no later than 30 days from date of invoice, unless expressly agreed in writing otherwise. Where payment is not received by due date, the Company will charge interest at 2.5% per month (or other such rate as may be notified) for the period that the settlement remains outstanding.