By signing this agreement, the signatory declares that the following requirements are met (*Self Declaration):

1. The delivery consists entirely of used cooking oil (UCO) and is not mixed with fresh oil. Please mark either a) or b):
   a) The cooking oil is entirely of vegetable origin
   b) The cooking oil is entirely or partly of animal origin (e.g. lard, butter, tallow)

2. Documentation of quantities delivered is available.

3. Applicable national legislation regarding waste prevention and management (e.g. transport, supervision etc.) are complied with.

*Please refer to the Auscol website www.auscol.com for the full ISCC-EU- Self Declaration-UCO-V1form.

4. Declaration not applicable

THIS IS A LEGALLY BINDING CONTRACT FROM THE DATE SHOWN BELOW FOR A PERIOD OF 3 YEARS AND MAY BE AUTOMATICALLY EXTENDED FOR THE SAME PERIOD (see Condition 2.1 overleaf).

THIS AGREEMENT IS ACCEPTED ON AND SUBJECT TO THE TERMS AND CONDITIONS ENDORSED ON BACK HERE OF TERMS NET 14 DAYS. THIS AGREEMENT IS EXECUTED AS A PRODUCT DECLARATION CONFIRMING THE CUSTOMER, TO THE BEST OF THEIR KNOWLEDGE, WILL PROVIDE USED COOKING OIL MEETING THE PRODUCT REQUIREMENTS AS SET OUT IN CONDITION 8 OF THE TERMS AND CONDITIONS.

Signed on Behalf of Customer:

Name of Signatory: ____________________________ Position: ____________________________ Date: / /

Signed on Behalf of Auscol:

Name of Signatory: ____________________________ Position: ____________________________ Date: / /
TERMS & CONDITIONS

DEFINITIONS

In these Terms and Conditions, the following expression will, where the context permits, have the following meaning:

"Charge" means the total amounts specified overleaf as being the charges by Auscol Pty Ltd for the Services whether the Services be rendered by Auscol or by any other person or persons on behalf of Auscol

"Customer" means the customer named in the offeror service agreement.

"Equipment" means any equipment including, amongst other items, containers provided by Auscol, Spent Cooking Oil, replacement equipment provided by Auscol and also equipment provided by the customer. The Equipment is intended for use in connection with the Services.

"Use" means the use of Auscol Equipment to the Customer.

"Service" includes the service described overleaf, with all such additional services as may be mutually agreed between the parties to this agreement. The Customer agrees to comply, to transport, recycle, treat or dispose of the Spent Cooking Oil and such other services as Auscol and the Customer may from time to time agree will be performed by Auscol.

"Auscol" means Auscol Pty Ltd a Subsidiary ofAuscorp a company duly incorporated in Australia and having the expression in its Articles of Incorporation, shareholders and directors.

"Spent Cooking Oil" means any equipment supplied by Auscol to the Customer as described overleaf including industrial containers used to store Spent Cooking Oil.

"Contaminated" means in the case where the Spent Cooking Oil Material is not Used.

Cooking Oil, and any material including, but not limited to the following in quantity of:

- zero percent (0%) by weight or volume; motor oil, paint/solvents, glycol, acid or algea mixes or solvents, other HWFL's
- more than fifteen percent (15%) by weight or volume; acid

1. SERVICE CONDITIONS

1.1 Unless otherwise agreed by Auscol in writing, these Terms and Conditions cannot be varied or substituted by any condition contained in any purchase order, contract or in the like unless the same is in writing and signed by an authorized signatory of the Customer.

1.2 Auscol agrees to render the Service for the Customer and the Customer agrees to accept the Service to be rendered under this agreement, as described overleaf.

1.3 Auscol will provide Services in accordance with these Terms and Conditions at the addresses specified by the Customer.

1.4 The Service will be rendered by Auscol during working hours as Auscol may from time to time determine, unless otherwise agreed in writing. Auscol requests the Service to be rendered outside such hours, Auscol may comply with such request and the Customer shall pay to Auscol such additional cost thereafter as determined by Auscol.

1.5 The Customer will provide Auscol with full and free access to the Equipment at all times to enable the Service to be rendered. In the event that access is not available for any reason outside Auscol control and the Service is unable to be rendered, the Customer shall pay to Auscol such additional cost as determined by Auscol.

1.6 The Customer shall be entitled to reject any Spent Cooking Oil Materials which are Contaminated or Not Fit for Recycling or where the Spent Cooking Oil Materials include Prohibited Materials.

2. TERM, PRICE and PRICE VARIATION

2.1 This agreement is for the period stated overleaf from the commencement of the agreement and unless either party advises the other party in writing not more than sixty (60) days but not less than thirty (30) days prior to the end of the period, that it wishes to terminate this agreement, the agreement shall be renewed for a successive period of the same duration as the initial period upon Auscol's absolute discretion either the same terms and conditions including this right of automatic renewal or Auscol/then current terms and conditions.

2.2 The Customer agrees to pay the Charge for both the Use of the Auscol Equipment and the provision of the Service calculated at the rates and amounts at the times and in the manner specified overleaf as being the charges by Auscol for the Services whether the Services be rendered by Auscol or by any other person or persons on behalf of Auscol.

2.3 Auscol may at any time vary the rates and amounts used to calculate the Charge unless otherwise written on the Quotation.

2.4 The Customer's obligation to pay the rental Use of the Auscol Equipment is not affected in any way by the inability or failure of the Customer to pay the Service.

3. PAYMENT CONDITIONS & REBATES

3.1 Auscol will render invoices to the Customer from time to time stating the amount owing and as payable to Auscol, the sum of the amount stated less any amounts applicable against the total amount. The Customer will pay such amount in accordance with the terms stated in the invoice or as agreed in writing by Auscol within (14) days of the date of the invoice/statement.

3.2 The Customer shall pay all invoices to Auscol in accordance with this agreement to the Customer via a Recipient Created Tax Invoice System.

3.3 Auscol reserves the right to offset debts owing to the Customer against any equipment costs owed in accordance with the agreement.

4. DEFAULT & TERMINATION

4.1 If the Customer breaches any term of the Conditions or terminates the agreement then all money which would become payable by the Customer to Auscol at a later date, on any account, becomes immediately payable without the requirement of any notice and Auscol may in addition to any remedy available to it-

- (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penal Interest Rates Act 1983 plus four per cent (4%) for the period from the due date until the date of payment in full.
- (b) terminate the agreement on delivery of written notice to the Customer, collect the Equipment and all other equipment supplied by Auscol, including all related charges and costs incurred by Auscol.
- (c) charge the Customer for all expenses and costs incurred by it resulting from the Customer's failure to make payments when due.
- (d) require the Customer to pay for any loss incurred by Auscol resulting from the breach.
- (e) require the Customer to pay Auscol for any costs of collecting the Equipment.
- (f) any other term of this agreement shall not affect the right ofAuscol to terminate the agreement for default.

Clause (a) and (b) may also be relied upon at the option of Auscol where

(a) the Customer defaults in the Customer's obligations under this agreement in the form generally specified by the Directive for the Effective Protection of Waste (Provisional Legislation), winding up or without winding up the Customer.

(b) the Customer is a corporation and it enters into any scheme of arrangement or any composition with or any class of its or his creditors or enters into any scheme of a reconstruction or composition with or any class of his creditors or enter into any arrangement which is equivalent to or has a similar effect to the Customer being placed under the supervision of an administrator or compulsory liquidator.

(c) the Customer is a corporation and it enters into any scheme of arrangement or any composition or enters into any scheme of a reconstruction or composition with or any class of its or his creditors, or there is a liquidator, provisional administrator, administrator, receiver, or any other person of whatsoever nature or kind arising out of the use or misuse, operation, repair, or maintenance or storage of the Equipment or arising out of the provision or purported provision of the Services to the Customer of the Service.

5. USE OF AUSCOL EQUIPMENT CONDITIONS

5.1 This agreement relates to the Equipment remaining with Auscol at all times.

5.2 Auscol shall let and the Customer shall Use the Auscol Equipment from the date specified overleaf and, subject to the Conditions set out in these Terms and Conditions, the Equipment shall be intended for use in connection with the Services and/or to cause to be carried at the cost of the Customer any repairs or maintenance Auscol considers necessary, without prejudice to the rights of Auscol under clause 6.4. The Customer authorises Auscol to enter upon any premises upon which the Equipment is situated and agrees to indemnify and hold Auscol harmless from and against any losses, costs or expenses arising out of any action taken pursuant to this clause 5.2.

5.3 The Customer shall continue during the duration of this agreement pay to Auscol by way of Charge for the Auscol Equipment agreed overleaf.

5.4 From the time of delivery of the Equipment to the Customer until the Equipment is collected by Auscol, the Customer must, at its own expense

- (a) maintain the Equipment in a clean and sanitary condition and comply with the relevant provisions of any applicable local or state regulations concerning the storage, transportation and disposal of the Equipment for whatever reason to Auscol immediately.

- (b) not cause the Equipment to be used in any manner whatsoever as a result of delay or failure to perform and

- (c) supply any electricity needed to operate the Equipment and provide suitable storage for the equipment overleaf.

5.5 The Customer is responsible for any damage, loss or destruction of the Equipment while on its premises or in its possession other than for any loss or damage suffered during the exercise of Auscol of its rights under this clause 6.2 if the Customer authorises Auscol to enter any premises upon which the Equipment is situated and agrees to indemnify Auscol against any liability which may arise from any such use.

5.6 If the Equipment needs to be replaced repaired or serviced as a result of the Customer's use of the Equipment, the Customer will pay Auscol either the cost of the Equipment plus the overrun charges or an amount of money to satisfy such overrun charges, whichever is the greater.

5.7 All Auscol Equipment shall remain in the possession of and under the control of the Customer and the Customer agrees not to sell, lease, transfer, assign, mortgage, pledge, charge, donate, gift without the prior written consent of Auscol. The Customer shall not permit any person, business, corporation or entity other than the prior written consent of Auscol to enter any premises upon which the Equipment is situated.

5.8 If the Equipment is used as a result of an overrun, then in addition to any other right of Auscol

- (a) maintain the Equipment in a clean and sanitary condition and comply with the relevant provisions of any applicable local or state regulations concerning the storage, transportation and disposal of the Equipment for whatever reason to Auscol immediately.

- (b) not cause the Equipment to be used in any manner whatsoever as a result of delay or failure to perform and

- (c) supply any electricity needed to operate the Equipment and provide suitable storage for the equipment overleaf.

5.9 The Customer will make the Equipment available to Auscol for inspection at any time and to any extent in the opinion of Auscol in a reasonable manner.