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Waste Management Services

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STANDARD TERMS AND CONDITIONS

FOR WASTE MANAGEMENT SERVICES

Provider	**WasteBusters (Pty) Ltd**
Effective date	**01 October 2026**
Version	**1.0**
Applies to	**All WasteBusters SLAs, quotations, orders and Services**
Customer	**The person or entity named in the quotation, order or SLA**

IMPORTANT RISK NOTICE

These Terms are WasteBusters' general contractual conditions. They contain indemnities, assumptions of risk, limitations of liability, rights to suspend Services and provisions concerning prohibited or hazardous Waste. Each customer SLA should identify and incorporate the current version of these Terms and draw the Customer's attention to the relevant risk provisions before acceptance.

Document control

1.0	**01 October 2026**	**Comprehensive Standard Terms and Conditions**	**WasteBusters (Pty) Ltd**

How these Terms operate

- **These Terms are a standing, general document and are incorporated by reference into every WasteBusters SLA, quotation, order, credit arrangement and accepted service request.**
- **Customer-specific prices, sites, waste streams, equipment, service levels, contacts and special conditions must be recorded in the applicable SLA or quotation.**
- **Any departure from these Terms is valid only if stated expressly in the relevant SLA or a signed amendment, identifies the clause being changed and is accepted by an authorised WasteBusters director.**
- **The Customer's purchase-order, portal or standard trading terms do not override these Terms unless an authorised WasteBusters director expressly accepts them in writing.**

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1. Definitions and interpretation

1.1 Agreement means these Terms together with every accepted quotation, SLA, written order, credit application, signed special condition and amendment relating to the Services.

1.2 Applicable Law means all South African legislation, regulations, municipal by-laws, permits, licences, directives and binding requirements applicable to a party, the Services, Waste, Site or equipment.

1.3 Business Day means any day other than a Saturday, Sunday or South African public holiday.

1.4 Business Hours means 08:00 to 17:00 on a Business Day.

1.5 Container means any skip, bin, drum, tank, vehicle body, compactor, receptacle or other equipment supplied, placed, hired, sold or serviced by WasteBusters.

1.6 Customer means the person or entity identified in the quotation, SLA, order, credit application or invoice and includes its employees, agents and contractors where the context permits.

1.7 Hazardous Waste means any waste classified or regulated as hazardous, dangerous, toxic, infectious, corrosive, flammable, explosive or otherwise controlled under Applicable Law.

1.8 Immediate Response means service requested sooner than the ordinary response target and accepted by WasteBusters subject to availability and additional charges.

1.9 Personal Information has the meaning given in the Protection of Personal Information Act 4 of 2013.

1.10 Price List means the then-current WasteBusters price list or the rates in an accepted quotation or SLA.

1.11 Services means the collection, transport, handling, storage, recycling, recovery, treatment, disposal, pumping, container hire and related waste-management services accepted by WasteBusters.

1.12 Site means every Customer premises or other location at which Services are performed or a Container is placed.

1.13 Terms means these Standard Terms and Conditions of Service.

1.14 Waste means all material presented, deposited, stored or made available by or for the Customer for handling under the Agreement.

1.15 Headings are for convenience only. The singular includes the plural and vice versa. A reference to a person includes a juristic person. “Including” means including without limitation. A legal reference includes amendments and replacements.

1.16 If a period is stated in days, calendar days apply unless Business Days are expressly stated. If the final day is not a Business Day, it rolls to the next Business Day.

2. Application and contract formation

2.1 These Terms are WasteBusters’ general standard conditions and apply to all Services. They are not customer-specific and are incorporated into each SLA, quotation, order, credit arrangement and recurring service relationship by reference.

2.2 An Agreement forms when the Customer accepts an SLA or quotation, places an order that WasteBusters accepts, WasteBusters commences performance or places a Container, or the parties otherwise communicate acceptance.

2.3 The order of precedence is: (a) the customer-specific SLA, but only for the Services, Sites, rates, service levels, term, contacts and expressly identified special conditions; (b) these Terms; (c) the accepted quotation or written order; and (d) the Price List.

2.4 An SLA does not replace or restate these Terms. If an SLA is silent on a matter, these Terms govern. A conflicting SLA provision changes these Terms only if it expressly identifies the affected clause and records the agreed replacement.

2.5 Any Customer purchase-order terms, supplier terms, portal terms or standard conditions are rejected and do not apply unless expressly accepted in writing by an authorised WasteBusters director. No employee, sales representative, driver or subcontractor may vary these Terms without written authority.

3. Quotations, orders and credit approval

3.1 A quotation is valid for the period stated in it and may be withdrawn before acceptance. If no period is stated, it is valid for 30 days from issue.

3.2 Quoted rates rely on the waste description, estimated quantity, Site conditions, access, service frequency and other information supplied by the Customer. WasteBusters may revise a quotation if any assumption is incorrect or changes.

3.3 Orders are subject to operational availability, legal acceptance of the waste stream and, where applicable, credit approval. WasteBusters may require prepayment, a deposit, debit order or other security.

3.4 Cancellation or alteration of an accepted booking may attract reasonable mobilisation, third-party, standing-time or cancellation costs already incurred or committed.

3.5 Recurring Services remain subject to these Terms even where the Customer issues individual purchase orders for administrative purposes.

4. Scope and performance of Services

4.1 WasteBusters will perform only the Services stated in an accepted quotation, SLA or order. Additional or changed Services are charged at the applicable prevailing rates.

4.2 Services may include Container placement and removal; collection and transport; pumping; sorting; recycling; recovery; treatment; disposal; reporting; and related activities.

4.3 WasteBusters will perform the Services with reasonable skill and care, using appropriately trained personnel and suitable equipment.

4.4 WasteBusters may use suitably qualified subcontractors and remains responsible for managing their performance, subject to the Agreement.

4.5 Estimated waste quantities, weights, service durations and frequencies are planning assumptions, not guarantees. Actual charges may be based on weight, volume, time, distance, load, disposal category, equipment or another agreed unit.

4.6 WasteBusters may choose a lawful treatment or disposal facility appropriate to the Waste unless a specific facility is expressly agreed or required by law.

5. Service requests and service levels

5.1 Standard requests accepted during Business Hours will ordinarily be scheduled within the response target in the quotation or SLA. If none is stated, WasteBusters will use reasonable efforts to schedule within 24 weekday hours.

5.2 A response or scheduling target is not a guaranteed collection or completion time and remains subject to capacity, access, traffic, facility availability, lawful handling requirements, weather and events beyond reasonable control.

5.3 Telephone and WhatsApp requests may be submitted outside Business Hours, but after-hours response and performance remain subject to availability and a surcharge.

5.4 A service request binds WasteBusters only when accepted or scheduled. The Customer must provide the Site, contact person, waste type, quantity, Container details, access restrictions and required date.

5.5 Immediate Service is subject to availability and additional charges. If WasteBusters cannot meet the requested time, it may propose the next reasonably available slot.

5.6 WasteBusters may reschedule, suspend or decline a Service where performance would be unsafe, unlawful or technically unsuitable; the Waste differs from its declaration; the Site is inaccessible; payment is overdue; or the request falls outside scope.

5.7 The Customer must report a service incident promptly and provide reasonable information for investigation. Cooperation does not constitute an admission of liability.

6. Customer obligations

6.1 The Customer must give accurate, complete and timely instructions and disclose all information material to handling, transport, treatment or disposal.

6.2 The Customer must obtain and maintain registrations, permits, approvals and records for which it is legally responsible, including waste-generator registration where applicable.

6.3 The Customer must ensure authorised personnel sign or approve delivery notes, manifests and service records. Absence of a signature does not invalidate a Service that was actually performed.

6.4 The Customer must segregate, package, label and store Waste correctly; prevent prohibited material entering a Container; and comply with reasonable WasteBusters instructions.

6.5 The Customer must disclose Site hazards, including overhead or underground services, unstable surfaces, weight restrictions, confined spaces, chemicals, security requirements and traffic risks.

6.6 The Customer must provide lawful, safe and unhindered access suitable for heavy vehicles and equipment and must designate a safe placement and loading area.

6.7 The Customer must secure Containers against unauthorised use, fire, theft, vandalism and contamination while at the Site.
6.8 The Customer is responsible for acts and omissions of its employees, agents, contractors, visitors and persons using a Container with its permission or through its failure to secure it.
6.9 The Customer must pay all charges due under the Agreement.

7. Containers, equipment and Site conditions

7.1 Unless expressly sold in writing, every Container remains WasteBusters property. The Customer acquires no lien, ownership or other right and may not permit attachment or third-party removal.
7.2 Risk of loss of or damage to a Container passes to the Customer on delivery and remains until recovery by WasteBusters, except to the extent caused by WasteBusters' proven negligence.
7.3 The Customer may not move, alter, repair, overload, burn material in, mechanically compact material in, paint, label or attach anything to a Container without prior written consent.
7.4 The Customer must reimburse reasonable repair or replacement cost for loss or damage caused by misuse, overloading, fire, theft, vandalism, corrosive or undeclared material, unauthorised relocation or Customer negligence, fair wear and tear excepted.
7.5 WasteBusters may assess operational suitability of an access route and placement area. The Customer remains responsible for property-owner approval and surface load-bearing capacity unless WasteBusters expressly warrants suitability in writing.
7.6 Waiting time, dry runs, aborted trips, standing time, additional labour or equipment caused by blocked access, inaccurate instructions, unavailable personnel or Site restrictions may be charged.
7.7 WasteBusters may recover its Containers on termination, suspension, safety grounds or payment default. The Customer must provide reasonable access and may not withhold a Container as security for a dispute.

8. Waste declarations, acceptance and prohibited Waste

8.1 The Customer warrants that every waste description, classification, safety data sheet, sample and declaration is accurate, complete and representative.
8.2 No Hazardous Waste or prohibited material may be placed in a Container or presented for collection unless WasteBusters has been notified of it in writing and agreed the packaging, labelling, handling, transport, treatment and price requirements.
8.3 Unless expressly accepted, prohibited material includes asbestos, explosives, pressurised cylinders, radioactive material, infectious waste, hot ash, liquids in dry-waste Containers, batteries, chemicals, oils, solvents, paint, sewage, animal remains and material that may damage equipment or endanger persons, property or the environment.
8.4 WasteBusters may inspect, sample, photograph, test or weigh Waste to verify a declaration, investigate contamination or meet a legal requirement, subject to Site security and privacy obligations.
8.5 If Waste differs from the declaration or contains prohibited material, WasteBusters may isolate, reject, return, reclassify or arrange lawful treatment or disposal.
8.6 The Customer must pay the resulting inspection, testing, handling, transport, remediation, storage, disposal and professional costs unless the discrepancy was caused solely by WasteBusters.
8.7 Acceptance of one load or waste stream does not require WasteBusters to accept a later load that is different, unsafe, unlawful or operationally unsuitable.

9. Custody, title and regulatory responsibility

9.1 The Customer remains responsible for Waste before collection and for any duty or liability that Applicable Law does not allow it to transfer.
9.2 Custody or ownership after collection is determined by Applicable Law and the accepted service method. Collection does not relieve the Customer of liability for an inaccurate declaration or unlawful Waste.
9.3 If a regulator, facility or other lawful authority rejects, recalls or redirects Waste because of its nature or the Customer's declaration, the Customer remains liable for reasonable resulting costs unless caused solely by WasteBusters.
9.4 Recyclable material values, rebates or revenue-sharing arrangements apply only if expressly stated in writing and may be adjusted for contamination, quality, volume and market conditions as agreed in the applicable schedule.

10. Pricing and adjustments

10.1 Prices are stated in the accepted quotation, SLA or Price List and exclude VAT unless expressly stated otherwise.
10.2 Third-party disposal, treatment, weighbridge, laboratory, toll, permit, statutory and similar charges may be invoiced in addition unless expressly included in the quoted price.
10.3 WasteBusters may adjust recurring prices annually on 1 July by giving at least 30 days' written notice.
10.4 WasteBusters may also adjust affected charges on at least 30 days' written notice where fuel, landfill, treatment, labour, regulatory, transport, exchange-rate or other material input costs change.

10.5 A change required by tax, law, a regulator or a third-party disposal or treatment facility may take effect from the date imposed where advance notice is not reasonably possible.
10.6 Contaminated, overweight, misclassified, difficult-to-handle or prohibited loads may be re-priced or rejected. Additional waiting time, specialist equipment, after-hours work and additional labour are chargeable.
10.7 Weights or volumes recorded by an approved weighbridge, facility, vehicle system or reasonable measuring method are prima facie evidence, subject to manifest error.

11. Invoicing, payment and credit control

11.1 WasteBusters may invoice after each Service, periodically, in advance, or as stated in the quotation or SLA.
11.2 Unless otherwise agreed in writing, invoices are payable within 30 days from statement date, without deduction, withholding or set-off except where required by law.
11.3 A disputed invoice must be notified in writing within 10 Business Days, identifying the amount, reason and supporting information. The undisputed portion remains payable.
11.4 Overdue amounts bear interest from due date to payment at 2% per month, limited to the maximum lawful rate.
11.5 The Customer is liable for reasonable legal and collection costs recoverable by law.
11.6 WasteBusters may require or revise a deposit, credit limit, debit order, guarantee, prepayment or other reasonable security based on payment history or material credit-risk changes.
11.7 A statement provided by WasteBusters stating an amount due is prima facie evidence of that amount, subject to the Customer's right to prove manifest error.
11.8 Payment must be made to the bank account shown on the official invoice. The Customer must independently verify any notified change of bank details using known WasteBusters contact details.

12. Records, manifests and certificates

12.1 WasteBusters will provide documentation expressly included in the Service, which may include delivery notes, manifests, weighbridge slips, safe-disposal certificates and periodic reports.
12.2 Document turnaround depends on complete Customer information and receipt of third-party facility records.
12.3 A delivery note or duty of care document confirms the Service recorded. It is not a warranty regarding undeclared contents or the Customer's independent compliance.
12.4 Electronic records, signatures, approvals and copies may be used and relied upon to the extent permitted by law.
12.5 The Customer must promptly notify WasteBusters of a material error in a document and cooperate in correcting it.

13. Health, safety and environmental compliance

13.1 Each party is responsible for the health and safety of its personnel and for hazards within its control.
13.2 The parties will cooperate on inductions, permits, traffic rules, emergency procedures, incident management and legally required reporting.
13.3 The Customer must disclose Site-specific requirements sufficiently in advance. Additional inductions, escorts, permits, personal protective equipment, security delays or specialist controls not included in the price may be charged if accepted.
13.4 WasteBusters may stop work and withdraw personnel or equipment if it reasonably considers conditions unsafe or unlawful. The Customer will have a reasonable opportunity to remedy the condition where practicable.
13.5 Each party must promptly notify the other of a connected spill, injury, environmental incident, regulatory inquiry or material non-compliance and cooperate in required reporting and remediation.
13.6 Neither party may offer, request or accept an improper payment, inducement or benefit connected with the Agreement.

14. Customer indemnity

14.1 The Customer indemnifies WasteBusters and its officers, employees, agents and subcontractors against third-party claims, losses, damages, penalties and reasonable costs to the extent arising directly from: (a) Customer breach; (b) inaccurate or incomplete waste declarations; (c) prohibited or undeclared Waste; (d) Customer negligence or unlawful conduct; (e) unsafe Site conditions within Customer control; (f) use, misuse, overloading or unauthorised relocation of a Container; or (g) acts or omissions of persons for whom the Customer is responsible.
14.2 The indemnity is reduced to the extent that WasteBusters' negligence contributed to the loss.
14.3 The Customer must not settle a third-party claim in a manner that admits WasteBusters liability or imposes an obligation on WasteBusters without prior written consent, not to be unreasonably withheld.

15. Provider indemnity and limitation of liability

15.1 WasteBusters indemnifies the Customer against third-party claims for bodily injury, death or direct physical property damage to the extent caused by WasteBusters' negligent performance. The indemnity is reduced to the extent that the Customer or another person contributed.

15.2 Neither party is liable to the other for loss of profit, revenue, production, business, anticipated savings, goodwill or data, or for indirect, special, incidental or consequential loss, whether arising in contract, delict or otherwise.

15.3 WasteBusters' aggregate liability arising from or connected with the Agreement is limited to the fees paid or payable by the Customer for the affected Services during the 12 months before the event giving rise to the claim. If the Agreement has operated for less than 12 months, the cap is the fees paid or payable during that shorter period.

15.4 The cap and exclusions do not apply to fraud, wilful misconduct, gross negligence to the extent that it may not lawfully be limited, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded or limited.

15.5 A party claiming loss must take reasonable steps to mitigate it and notify the other promptly after becoming aware of circumstances likely to give rise to a material claim.

15.6 This clause is subject to mandatory Applicable Law. If the Consumer Protection Act applies, risk, indemnity and limitation provisions must be brought to the Customer's attention in the manner required by law.

16. Force majeure and service disruption

16.1 A party is not liable for delay or failure caused by an event beyond its reasonable control, including severe weather, fire, flood, epidemic or disease, accident, breakdown not caused by failure to maintain, strike, civil commotion, riot, embargo, government action, road closure, fuel or utility interruption, and landfill or treatment-facility closure.

16.2 The affected party must notify the other as soon as reasonably practicable, use reasonable efforts to mitigate the effects and resume performance when reasonably possible.

16.3 Accrued payment obligations are not excused. Alternative facilities, routes or treatment methods may result in reasonable additional charges, which WasteBusters will communicate where practicable.

16.4 If force majeure materially prevents affected Services for more than 30 consecutive days, either party may terminate those affected Services on written notice without penalty, subject to payment for completed Services and recovery of equipment.

17. Insurance

17.1 Each party must maintain insurance reasonably appropriate to its activities, legal duties and risks under the Agreement.

17.2 On reasonable written request, a party will provide evidence of relevant insurance, subject to confidentiality and insurer restrictions.

17.3 Insurance does not increase, replace or waive a party's liability under the Agreement.

18. POPIA and confidentiality

18.1 Each party must process Personal Information lawfully, only for legitimate purposes connected with the Agreement or as required by law, and implement appropriate technical and organisational safeguards.

18.2 A party must notify the other without undue delay after becoming aware of a security compromise involving Personal Information received from the other, where notification is required to enable compliance or risk mitigation.

18.3 Each party must keep the other party's non-public commercial, technical, pricing and operational information confidential and use it only for the Agreement.

18.4 Confidentiality does not apply to information that is public without breach, independently developed, lawfully received from a third party, already known without restriction, or required to be disclosed by law.

18.5 Confidential information may be disclosed to personnel, professional advisers, insurers, financiers and subcontractors who need it and are subject to suitable confidentiality obligations.

18.6 On termination, each party must return or securely destroy confidential information on request, except records required by law, legitimate backups or evidence needed for legal claims.

19. Breach, suspension and cancellation

19.1 If a party materially breaches and fails to remedy within 7 days after written notice, the aggrieved party may cancel the Agreement or affected Service and pursue lawful remedies.

19.2 If a breach cannot reasonably be remedied within 7 days, the breaching party must begin remedy within that period and proceed diligently.

19.3 WasteBusters may suspend Services immediately on written notice where: (a) an invoice is materially overdue; (b) the Waste or Site creates an immediate safety, environmental or legal risk; (c) the Customer prevents equipment recovery; (d) required security has not been provided; or (e) continued performance may involve unlawful conduct.

19.4 Suspension does not waive payment obligations and the Customer remains liable for agreed rental, committed third-party costs and reasonable equipment recovery costs.

19.5 WasteBusters may require the cause of suspension to be remedied and overdue or additional charges to be paid before Services resume.

20. Term and termination

20.1 The Agreement begins on acceptance and continues for any minimum term in the quotation or SLA. Thereafter it continues month-to-month unless otherwise agreed.

20.2 Unless a fixed minimum term or different notice period applies, either party may terminate for convenience on at least 30 days' written notice.

20.3 Either party may terminate immediately by written notice if the other enters liquidation, business rescue or a comparable insolvency process, except to the extent prohibited by law, or commits connected fraud or wilful misconduct.

20.4 If equipment, dedicated capacity or pricing was provided in reliance on a fixed minimum term, early-termination charges apply only if expressly stated and must represent reasonable committed costs, subject to Applicable Law.

20.5 On termination: accrued rights survive; undisputed amounts remain payable; the Customer must permit Container recovery; and confidentiality, data, liability, dispute and other provisions intended by nature to survive remain effective.

20.6 Termination does not affect a Service already performed or an accepted order already operationally committed unless the parties agree otherwise.

21. Dispute resolution, law and jurisdiction

21.1 A dispute must first be referred to the parties' operational representatives. If unresolved within 5 Business Days, it must be escalated to senior representatives authorised to settle.

21.2 If unresolved after a further 10 Business Days, either party may propose mediation. Mediation occurs only by agreement and does not prevent urgent court relief or interrupt prescription unless agreed in writing.

21.3 The Agreement is governed by the laws of the Republic of South Africa.

21.4 The parties consent to a South African Magistrates' Court having territorial jurisdiction, notwithstanding that a claim may exceed its ordinary monetary jurisdiction, but either party may approach the High Court with jurisdiction.

22. Notices and domicilium

22.1 The Customer chooses the physical and email addresses in its quotation, credit application, SLA or most recent written notice as its addresses for notices. WasteBusters chooses 4 Evrard Crescent, Philippi East, 7785 and info@wastebusters.co.za, or another address notified in writing.

22.2 Legal process must be served at the physical domicilium unless Applicable Law permits otherwise.

22.3 A party may change its address by written notice, effective 5 Business Days after receipt.

22.4 A notice delivered by hand is deemed received on delivery; by courier, on recorded delivery; and by email, on the first Business Day after transmission unless the sender receives a delivery failure notice. This does not replace formal service requirements for legal process.

23. General provisions

23.1 The Agreement is the entire agreement on its subject matter and replaces prior proposals, discussions and representations, except fraudulent misrepresentation.

23.2 No amendment, waiver or consensual cancellation is valid unless in writing and signed by authorised representatives, except operational requests permitted under clause 5.

23.3 A delay or indulgence is not a waiver. A waiver applies only to the specific instance for which it is given.

23.4 Neither party may cede or delegate material rights or obligations without prior written consent, not unreasonably withheld, except that WasteBusters may use subcontractors and either party may transfer the Agreement as part of a bona fide sale or restructuring on written notice, subject to Applicable Law.

23.5 The parties are independent contractors. Nothing creates a partnership, joint venture, employment relationship or authority to bind the other.

23.6 If a provision is invalid or unenforceable, it is severed or limited to the minimum extent necessary and the remaining provisions continue.

23.7 The Agreement may be signed or accepted in counterparts and by electronic signature to the extent permitted by law.

23.8 Clauses 8 to 15, 18, 20.5, 21, 22 and 23, and provisions intended by nature to survive, remain effective after termination.

Annexure 1: Recommended SLA incorporation wording

The following wording should be included in each customer SLA:

"This SLA is subject to the WasteBusters Standard Terms and Conditions for Waste Management Services, version [●], effective [●] ("Standard Terms"), which are incorporated into this SLA by reference. The Customer confirms that it received or was given access to the Standard Terms before accepting this SLA and had an adequate opportunity to read and understand them. If there is a conflict, the SLA prevails only for the customer-specific Services, Sites, rates, service levels, term, contacts and any special condition that expressly identifies the Standard Terms clause being varied. In all other respects, the Standard Terms prevail."

Minimum customer-specific information for the SLA

- **Customer legal name, registration details and notice addresses**
- **Site or Sites and operational contacts**
- **Approved waste streams and exclusions**
- **Containers or equipment**
- **Service scope, frequency and response targets**
- **Rates, VAT treatment, additional charges and payment terms if different**
- **Initial term and termination notice if different**
- **Documentation and reporting requirements**
- **Any negotiated special condition, with the affected Standard Terms clause identified**
- **Version and effective date of the Standard Terms incorporated**

Risk provisions to be highlighted in the SLA

The SLA should specifically draw attention to clauses 7, 8, 10, 11, 14, 15, 16, 19 and 20 of these Terms. The SLA acceptance block should record that the Customer received or accessed the Terms and had an adequate opportunity to read and understand those provisions before acceptance.