



COMMERCIAL IN CONFIDENCE

*Working in partnership*

# Agreement as to the Terms and Conditions of Disposing of Equipment

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## Recitals

- A. Capital Easy has entered into an agreement with [Government Department Details/ Company Name] in relation to the disposal.
- B. This agreement is entered into for the consideration that all possible endeavours are undertaken by Capital Easy to uphold the following terms and conditions of this agreement and that Capital Easy will use their best endeavours to procure the agreement of any subsequent Buyer involved with the disposal of their electronic waste.

## 1. Definitions and Interpretation

### 1.1 In this Agreement:

"Developing countries" following the definitions of the Basel Convention and its Basel Ban Amendment, developing countries are any country not belonging to either the European Union, the Organization for Economic Cooperation and Development (OECD) or Liechtenstein. For a complete list of OECD countries see [www.ban.org/country](http://www.ban.org/country)

"Hazardous electronic waste" or "hazardous e-waste" means electronic equipment, parts, and materials destined for recycling or disposal but not for direct reuse, that contain, consist of, or are derived from:

- Cadmium-, lead- or beryllium-containing circuit boards;
- Cathode ray tubes (CRTs);
- CRT glass (processed and unprocessed);
- Batteries containing lead, mercury, and/or cadmium and/or are flammable;
- Mercury-, beryllium- and Polychlorinated Biphenyl-containing materials, components, lamps and devices; and/or
- Non-working parts and whole equipment or devices exported for repair or reuse unless assurances exist that hazardous electronic waste (such as CRTs, batteries, mercury lamps, or circuit boards) will not be disposed of in the importing country as a result.

Hazardous electronic waste does not include:

- New equipment going for use or sale (as opposed to recycling or disposal); or
- Fully functional equipment and parts that are adequately tested, certified and labeled as working, packaged to protect reusability, and that are not intended for disposal or recycling, but for donation, reuse and/or resale; or
- Non-hazardous waste such as copper unless it is contaminated with a Basel Convention hazardous waste such as lead, cadmium, beryllium, PCBs, mercury, etc. (constituents listed in Basel Annex I); or

- Electronic equipment or materials that are to be used as a direct feedstock in manufacturing without further processing or preparation (e.g. cleaned, furnace ready, CRT cullet), and the 'competent authority' of an importing country makes a written determination that the material is not a waste, and therefore not a regulated waste under Basel. Such a determination provided in writing by the legitimate 'competent authority' and provided to BAN will be required to exercise this exemption.

The term 'hazardous electronic waste' as used in this Pledge does not pertain to, nor is synonymous with any current legal US or other national definitions of 'hazardous waste', but is meant for the purposes of this Pledge only;

"ISO 14001" is the document which defines the requirements for the Environmental Management System (EMS) and provides guidance for its user Worlds best practice.) An EMS gives an organization a systematic approach for managing their environmental impact (the consequences of their operations). The objective is for ISO 14001 to control environmental impact of the organisation's actions and continually increase the environmental performance as measured against objectives;

The singular includes the plural and vice versa; and

Clause headings are for convenience only and do not affect the interpretation of this Agreement.

## 2. Declaration

We Capital Easy and the Buyer (if applicable) declare:

- All efforts will be knowingly made to recycle the reuse of the equipment purchased via "Reuse" secondary users, Ethically & environmentally.
- We will not knowingly allow any hazardous e-waste handled or controlled by us to be sent to solid waste (nonhazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.
- Consistent with decisions of the international Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, the export of hazardous e-waste handled or controlled by us will not be allowed to be knowingly exported from developed countries to developing countries, either directly or through intermediaries, throughout final disposition.
- Any e-waste handled will not be allowed to be sent to prisons for recycling either directly or through intermediaries without acknowledgement of the seller or its agent.
- We assure you that an "environmental management system" (EMS) in place that is either certified or otherwise adequate for the nature and size of the company's operations, and that our company operation meets ISO 14001.
- We or our sub contractors/intermediaries have not been named as non-Compliant as defined by the *Equal Opportunity for Women in the Workplace Act 1999* (Cth)
- Our organisation are the holders of Statutory workers compensation insurance, Public Liability Insurance & Professional Indemnity Insurances, and subscribe to Fair workplace practices & Equal opportunity employment

- h) Our organisation acknowledge United Nations International Labour Organisation fundamentals and principals and we are not knowingly aware of a contravention by the on/or end user of any of the following:
- Freedom of association and the effective recognition of the right by workers to collective bargaining
  - Elimination of all forms of forced or compulsory labour
  - Effective abolition of child labour
  - Elimination of discrimination in respect of employment and occupation
- i) That any Australian handling facility for the dismantling for recycle is Environmental Protection Agency (EPA) certified, and that the organisation undertakes to ensure a minimum of at least 98% no waste land fill policy on the said purchased equipment. We commit to ensuring that the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, are meeting all applicable environmental and health regulations. Every effort will be made to only make use of those facilities (e.g. smelters), which provide the most efficient and least polluting recovery services available globally.
- j) Where knowingly aware, our organisation will agree to provide visible tracking of hazardous e-waste throughout the product recycling chain. The tracking information should show the final disposition of all hazardous e-waste materials. If there is a concern about trade secrets, an independent auditor acceptable to the parties concerned can be used to verify compliance with this declaration.
- k) We further agree to support design for environment and toxics use reduction programs and/or legislation for electronic products.
- l) We agree to submit a reconciliation of the collected equipment or receipt of goods report within 14 days.
- m) We agree to guarantee the payment of said funds for purchase within 14 days of the collection of equipment.