



Resourceful. Determined. Professional.™

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ADVANCED WASTE SERVICES, INC.

Terms & Conditions

I. TITLE

Title to the Waste Material shall remain with the Client until such time that the Waste Material is delivered to and accepted by the Designated Facility, at which time title shall pass from the Client to the Designated Facility. Title to and liability for any non-conforming waste shall remain with Client. In the event AWS discovers that Client has delivered to AWS non-conforming waste, AWS may return and Client shall accept such waste.

II. FACILITY, SERVICES AND EQUIPMENT

- (a.) AWS will provide all services and equipment necessary for transporting and/or arranging for the disposal of the Waste Material only at each facility designated. AWS represents and warrants that the Facility has all federal, state and local permits required to perform the work contracted for herein. AWS will pay all costs associated with disposal directly to the Facility.
- (b.) AWS shall comply with all applicable federal, state and local laws, rules, regulations and permits, provided that such compliance shall in no way relieve AWS of any responsibility or liability created by the Agreement.
- (c.) AWS shall deliver the Waste Material only to the Facility and shall do so in a careful, workmanlike and lawful manner and in a manner which will not create a risk of harm to public health or the environment.
- (d.) Damage -- Client acknowledges responsibility for appropriate and necessary repair charges resulting from damage, not caused by AWS, to AWS equipment such as tankers, roll off containers, vacuum containers and /or any other AWS owned or supplied equipment that is left onsite at the client's location or at an alternate locations as directed by the client, regardless of duration.
- (e.) AWS reserves the right to restrict and/or charge a fee for the use of AWS' Emergency Response Telephone Number (answered 24/7/365) on manifests and /or shipping papers required to accompany shipments of hazardous and/or non hazardous materials and/or waste, or to meet the client's obligation pursuant to 40CFR Part 172.604.
- (f.) Clients utilizing AWS' Interior Tank Wash acknowledge and affirm that they are responsible for verifying the cleanliness of their equipment before signing the AWS wash ticket. After the client signs the AWS wash ticket, client releases AWS from any future liability and acknowledges that AWS will not be responsible for claims relating to future product contamination, demurrage, load rejections, travel and/or subsequent interior tank wash charges, etc.
- (g.) Clients utilizing AWS' Industrial Services and/or On-Site Solutions acknowledge completion and final approval of each project by signing the AWS Job Summary Form. By signing the AWS Job Summary Form, Client acknowledges that the project is complete and releases AWS from future liability and acknowledges that AWS will not be responsible for claims relating to future product contamination, container reactions, container damages and/or other charges.

III. RATES AND ADDITIONAL CHARGES

The rate for the transporting and processing of Waste Material to the Facility is set forth in the Service/Material section of Exhibit "A" or identified in the Results Action Plan. Client agrees that AWS may increase the rates hereunder each year in proportion to the increase in the Consumer Price Index. AWS may also proportionately adjust for any such increase in transportation costs due to changes in location of the disposal facility.

- (a.) Non Conforming Waste -- AWS understands that the description of the waste in the Waste Certification Statement is general because the precise composition of the Waste can be expected to vary with each shipment. If there is any material change in the characteristics of any Waste so as to change the treatment method, AWS will immediately notify Client. Within 24 hours, Client shall have the option to have the Waste returned to the originating generator and reimburse AWS for cost of transportation and additional handling or will agree to additional surcharges to treat non conforming waste.
- (b.) Fuel Surcharges -- Fuel surcharges will be adjusted as necessary from time to time to reflect the average market price for diesel fuel in the geographic regions served by AWS.
- (c.) Waste Inventory -- Client shall be responsible for any additional costs incurred as a result of packaging and disposal of additional items or quantities not listed on the original inventory.
- (d.) Suitable Packaging -- All drummed waste materials are packaged in drums that meet current DOT/UN specifications and are in good, clean condition suitable for transportation by highway. Repackaging or over-packing of drums will result in additional costs for labor and materials, payment for which is the responsibility of the Client.
- (e.) Restricted Wastes -- AWS employees or agents may refuse to package and ship any materials that are determined to contain pathological agents, biological wastes, PCBs, dioxins, radioactive wastes, explosives or that possess other hazards that make the waste unsafe for handling or shipping.
- (f.) Used Oil -- Wastes meeting the definition of Used Oil as defined in 40 CFR 279 are presumed to be hazardous wastes unless a generator can rebut that presumption. (See AWS Used Oil Management Policy.)
- (g.) Minimum Charges -- Materials quoted on a per-gallon or weight basis may be subject to minimum weight charges.
- (h.) Demurrage -- Quoted rates include the loading and unloading time specified. All additional loading and unloading times (demurrage) may result in additional charges.



Committed to Eliminating Wastes and Risks of All Kinds™

(i.) Wash Out / Dig Out – Quoted disposal rates for bulk wastes streams (tanker, roll off, vac box) assume client's waste will freely flow or dump. Client acknowledges that additional wash and or dig out charges for Client's waste streams that do not flow or dump completely may result at AWS' sole discretion.

(j.) AWS has the right to refuse any hazardous drum that exceeds its legal DOT rating, any non-hazardous drum exceeding 950 pounds or any pallet exceeding 2,400 pounds.

IV. INDEPENDENT CONTRACTOR

The work and labor herein provided for shall be performed and furnished by AWS as an independent contractor and under the sole supervision, management, direction and control of AWS in accordance with the terms and conditions of this Agreement.

V. FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform in whole or in part hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

VI. PAYMENT

Client agrees to pay AWS's invoice within thirty (30) days after date of service. Client agrees to pay finance charge of 1 ½% per month service fee on all balances 30 days past invoice date, and all collection and attorney costs incurred in collection.

VII. INDEMNITY

(a.) Indemnification by Client.

Client agrees to indemnify, save harmless, and defend AWS, its employees, agents and affiliates from and against any and all claims, causes of action, suits, penalties, losses, damages, injuries, judgments, costs, expenses and other liabilities of any kind (including, without limitation, costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions required by Laws, whether currently in effect or enacted in the future), which any or all of them may suffer or incur as a result of: (i) Client's breach of any representation, warranty, term or provision of this Agreement; or (ii) the negligence, intentional misconduct or violation of any Law by Client, its employees, agents, or subcontractors in the performance of this Agreement

(b.) Indemnification by Contractor:

AWS agrees to indemnify, save harmless, and defend Client, its employees, agents and affiliates from and against any and all claims, causes of action, suits, penalties, losses, damages, injuries, judgments, costs, expenses and other liabilities of any kind (including, without limitation, costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions required by Laws, whether currently in effect or enacted in the future) which any or all of them may suffer or incur as a result of: (i) AWS's breach of any representation, warranty, term or provision of this Agreement; or (ii) the negligence, intentional misconduct or violation of any Law by AWS, its employees, agents, or subcontractors in the performance of this Agreement; or (iii) the Services and/or Equipment (to the extent that AWS has agreed to provide Equipment) provided by AWS under this Agreement and any contamination, impairment, or adverse effects due to the acts of omissions of AWS, its employees, agents or subcontractors.

VIII. DOCUMENTS

Accompanying all invoices for services rendered pursuant to this Agreement, AWS shall provide Client with copies of all completed and executed documents related to all Waste Material processed by AWS for Client for the period covered by the invoice and/or make them available to Client via AWS website (www.advancedwasteservices.com). These documents shall include all manifests, or shipping papers, required by all applicable federal, state and local laws, rules, regulations and permits.

IX. MASTER SERVICES AGREEMENT

If Client has a valid and current Universal Services Agreement or Master Services Agreement on file with AWS, the terms and conditions of said Agreement shall control in the event there is any conflict with the terms and conditions contained herein.

X. NOTICES

All notices hereunder shall be given in writing and addressed to the party at its address shown above.

XI. PRIOR AGREEMENT

Except as specified in Item IX above, the terms and conditions herein supersede and replace any previous or existing agreement, quotation for services, scope of work, purchase order or understanding, written or oral, between the parties.