



TERMS AND CONDITIONS

Applicable to All Agreements between Tradebe, Affiliates, & Contracting Party

Tradebe and Affiliates: As used in the Agreement and these General Terms and Conditions, “Tradebe” refers to Tradebe Environmental Services, LLC, a Delaware limited liability company, and its affiliated company(ies) organized and existing under state law in the United States to the extent performing Services under the Agreement.

Contracting Party: As used in the Agreement and these General Terms and Conditions, “Contracting Party” refers to the party executing the Agreement with Tradebe and/or its Affiliate and for whom Tradebe or its Affiliate is performing Services, which may be a customer, broker or generator as the context suggests.

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Definitions - As used in the Agreement and any Transaction Documents, the following terms mean:

“Applicable Laws” means, any federal, state and local laws, regulations (including, for the avoidance of doubt, regulations applicable to the collection and recycling of petroleum-related products and wastes, including without limitation used petroleum oil), rules, ordinances, permits and orders (“Applicable Laws”).

“Change Order” means a change in the Scope of Work and/or the Services following the Effective Date of the Agreement or SOW, which is mutually agreed upon by Tradebe and the Contracting Party and that is reflected in a fully completed and signed document; which, upon full execution, becomes incorporated in the Agreement or SOW, as applicable.

“Confidential information” means (a) a party’s know-how, trade secrets, proprietary information, technical information, documents, designs, plans, reports, and studies; (b) information a party identifies from time to time as confidential; or, (c) information that should be treated as confidential under the circumstances surrounding its disclosure, including sales and marketing information, pricing, customer and supplier information and the contents of the Agreement and Transaction Documents and any attachments or related agreements. Each party will exercise due diligence to ensure that any confidential information it receives from the other party is used only as necessary in connection with performance of obligations under the Agreement and Transaction Documents and is not disclosed to any third party without the prior written consent of the disclosing party. If (a) a court issues a subpoena or court order; or (b) if health, human safety, or property is at risk; or (c) if reasonably required to comply with any Applicable Law; or (d) if required to enforce its rights under the Agreement, then either party may, without violating the terms of the Agreement, disclose confidential information as is reasonably

necessary with respect thereto. The party making the disclosure shall provide the other party with prior notice of the anticipated disclosure and shall afford the other party reasonable opportunity to seek an appropriate protective order with regard to the confidential information being disclosed. Each party must promptly return to the other party all confidential information, related records and all copies of the other party’s confidential information on the expiration or termination of the Agreement and Transaction Documents, except for one copy that will be kept in the custody and control of legal counsel to the recipient partly solely for the purpose of ensuring compliance with Applicable Law and the terms of the Agreement and Transaction Documents.

“Effective Date” means the date the Agreement, SOW or Tradebe quote becomes effective as stated on the face of the Agreement, SOW or quote.

“Materials” means liquid or solid materials, byproducts, and Waste that is tendered to Tradebe for Services.

“Materials Provider” means, individually and collectively, the legal entity that is in possession or control of Materials immediately prior to tender of the Materials to Tradebe for services, or the generator of such Materials as that term is applied under applicable federal or state law.

“Non-conforming Waste” means any Waste Materials tendered that does not fully conform with the Waste Profile. Notwithstanding anything herein to the contrary, title, risk of loss and all other incidents of ownership of Non-conforming Waste Materials shall remain at all times with Contracting Party.

“Price Schedule” means the Price Schedule or Rate Sheet section

of the Agreement or Transaction Documents for Services which is incorporated herein, as such Price Schedule may be amended from time to time pursuant to the Agreement or Transaction Documents, including if applicable a Change Order or other signed written amendment to the Agreement.

"Product" means all product and materials that are sold by Tradebe to Contracting Party as finished products.

"Response Coordinator" means, if and to the extent that Tradebe is providing emergency Services (including but not limited to emergency spill response or coordination of emergency response activities of Contracting Party, through Tradebe personnel or subcontractors), that person designated by Tradebe as a response coordinator in the vicinity of the spill area, reasonably available to Contracting Party at all times until the emergency response has been concluded.

"Scope of Work" or "SOW" means the Services to be provided by Tradebe under the terms of the Agreement, as set forth in one or more separate documents including but not limited to services orders and quotes executed by the Parties which are incorporated herein, as the same may be modified from time to time by means of a Change Order, as applicable

"Services" means the Services, including the sale of Product as applicable, provided by Tradebe as set forth in the applicable Agreement or pursuant to the Transaction Documents. Any change or addition to the nature (as opposed to the scope) of Services not covered by the underlying Agreement shall be subject to a separate written contract for such Services. For example and not by way of limitation, any Services to be performed by Tradebe associated with the transportation and/or disposal of hazardous waste from a Site, or in connection with Tradebe performing any emergency response Services shall be subject to separate written agreements governing the nature of such Services.

"Service(s) Fee" means the fee to be paid by Contracting Party to Tradebe under the terms of the Agreement and Transaction Documents for Services provided by Tradebe to Contracting Party, as may be more fully set forth in the Price Schedule.

"Site" means the site or facility, owned or controlled by Contracting Party, and sites other than Tradebe owned/controlled locations, at which the Services will be performed, as indicated in the Agreement or Scope of Work.

"Terms and Conditions" means these General Terms and Conditions, which govern all Scopes of Work for Services and form a part of the Agreement.

"TSD Facility" means a facility (whether or not owned by Tradebe) that is authorized under Applicable Law to provide treatment, storage and/or disposal of the Materials

"Transaction Documents" means any Schedules, Attachments, or Exhibits to the Agreement, and (in regard to Services or Products provided by Tradebe), any SOW or quote (including Price Schedule) (excluding the Agreement herein).

"Waste" means non-hazardous and hazardous waste.

"Waste Materials" means material provided by Contracting Party to Tradebe from time to time. Waste Materials to be handled pursuant to the Agreement will be agreed upon in advance in writing by Tradebe and Contracting Party.

"Waste Profile" means a statement provided by Contracting Party which completely and accurately describes the Waste Materials and its (their) characteristics and that is in full compliance with the requirements of all Applicable Laws prior to start of Services, accepted and approved by Tradebe.

Term and Termination: The Agreement starts on the Effective

Date and will continue until the later of (i) completion of the Services or (ii) expiration of the term (subject to any renewal provisions) stated on the face of the Agreement or any SOW; unless sooner terminated for one of the following reasons: (a) by Tradebe if Contracting Party defaults in performing its obligations under the Agreement, and such default is not cured within thirty (30) days (ten (10) days in case of nonpayment of amounts due) following Tradebe's notice of default, stating the default with reasonable specificity, (b) by Contracting Party if Tradebe defaults in performing its obligations under the Agreement and such default is not cured within thirty (30) days following Contracting Party's notice of default, stating the default with reasonable specificity, or (c) by either party if the other party fails to comply with Applicable Laws and such default is not cured (if cure will eliminate the default) within thirty (30) days following the other party's notice of default, stating the default with reasonable specificity, or (d) by either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, admits in writing the inability to pay debts as they mature, has a trustee or receiver appointed by any court with respect to its assets, or has an action taken against it under bankruptcy or insolvency law or laws relating to the relief of debtors, and (in the case of involuntary actions) the involuntary proceeding is not extinguished within sixty (60) days of its filing. A party electing to terminate for any of the foregoing reasons will give notice of termination to the other party. Termination does not extinguish rights under the Agreement. If Contracting Party terminates the Agreement prior to the completion of Services, Contracting Party will pay Tradebe the Services fee for Services performed through the date of termination plus (for Tradebe Services performed at Sites) reasonable demobilization charges. Termination rights under this paragraph are in addition to, and not in substitution of, all other remedies available to the parties under the Agreement, at law, or in equity.

Payment Terms: Unless otherwise stated on the face of the Agreement (not on preprinted terms and conditions), payment terms are net thirty (30) days from date of invoice. If any portion of the invoice is disputed, the undisputed portion will be paid in accordance with payment terms. The parties shall use their respective best efforts to resolve such dispute. Upon resolution, Contracting Party shall pay to Tradebe, as applicable, the settled amount of the disputed portion of the invoice within thirty (30) days. Tradebe's acceptance of the undisputed portion of any invoice will not constitute accord and satisfaction and will not serve as a waiver of claim for the disputed portion of the invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, if less, on all amounts outstanding more than thirty (30) days. Contracting Party will be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by Tradebe to collect any payments due under the Agreement including reasonable attorneys' fees. In the event that Contracting Party submits an insurance claim for the payment of the emergency response Services or any other Services rendered under the Agreement, Contracting Party remains liable for payment of all invoice(s) in full, notwithstanding any payment issued by an insurance company. In the event of a change in Contracting Party's financial condition or failure to pay invoices when due, Tradebe reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Tradebe to exercise its rights under this article at any time will not constitute a waiver of Tradebe's continuing right to do so. Tradebe makes no representation or warranty that the work done hereunder will satisfy, limit, or reduce Contracting Party's or, if Contracting Party is an insurance company, Contracting Party's insured's liability or responsibility to any third party, public or private.

Tradebe Warranties: Tradebe represents and warrants that: (a) the Services will be performed in a professional and competent manner in accordance with industry standards in the state where such Services are performed, using properly qualified and trained employees of Tradebe or its approved subcontractors (this warranty will survive the completion of Services for a period of one (1) year), (b) Tradebe will provide all supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services, (c) it holds all necessary permits and licenses required for the performance of the Services; and (d) the Services will be performed in compliance with Applicable Laws. The representations and warranties of Tradebe under this paragraph will survive the expiration or termination of the Agreement for a period of one (1) year.

Contracting Party Warranties: Contracting Party represents and warrants that: (a) it will provide full and complete information regarding its requirements for the Services that may be reasonably requested by Tradebe, (b) it will communicate to Tradebe all special hazards or risks known to the Contracting Party that are related to the performance of the Services pursuant to the Agreement or which may influence Tradebe's performance, whether or not they are covered by the Agreement, (c) it is under no legal restraint or order which would prohibit the performance of the Services by Tradebe, (d) it has the requisite legal right, title, or interests necessary to provide control over and access to any Site (or other premises designated by Contracting Party) where the Services are to be performed, (e) the Services to be provided under the Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which Contracting Party has knowledge, (f) the description of the Waste Materials on the Waste Profile is accurate and complete, and that Waste Materials to be shipped, picked up or handled to/by Tradebe will conform to the Waste Profile; (g) unless Tradebe packs the Waste Materials, all containers of Waste Materials shipped to or picked up by Tradebe will be marked, labeled and otherwise conform with all Applicable Laws; (h) it holds all necessary permits, certificates and licenses required for the performance of its obligations under the Agreement; and (i) it shall comply with all Applicable Law and in accordance with good safety practices in regard to the possession, custody, control and transportation of Materials at all times until such Materials are accepted by Tradebe at the tender location. The representations and warranties of Contracting Party under this paragraph will, other than for Non-conforming Waste, survive the expiration or termination of the Agreement for a period of one (1) year.

Subcontracts and Vendors: Tradebe will provide to Contracting Party a list of names of subcontractors proposed to perform principal portions of the Services provided by Tradebe. Tradebe will not employ any subcontractor to whom Contracting Party reasonably objects. A subcontractor, for the purposes of the Agreement, is a service provider with whom Tradebe has a direct contract for Services. All contracts between Tradebe and its subcontractor will be materially in accordance with the terms of the Agreement. Tradebe will timely pay and discharge all claims of third party vendors or subcontractors to Tradebe in connection with Services, and will defend, indemnify and hold harmless Contracting Party against any and all vendor or subcontractor liens arising from such claims.

Services on Site: Contracting Party will, for all Sites on which the Services are to be performed, provide Tradebe and its employees and subcontractors (if any) a safe working environment for the Services and will disclose to Tradebe and its employees and its subcontractors (if any) all known or suspected hazards associated with or that would influence the performance of the Services.

Contracting Party will also inform its employees, agents and subcontractors of the presence of Tradebe on the site, the nature of the work to be performed, and ensure that Contracting Party's employees, agents and subcontractors do not interfere with the Services. Contracting Party shall be responsible for providing access to the Site as well as the repairs to all private property structures, roadways and rights of way resulting from Tradebe's reasonable use thereof. Tradebe will take necessary precautions for the safety of its employees, will comply with applicable provisions of the Occupational Safety and Health Act, and will comply with site-specific rules of Contracting Party relating to environmental, health, safety and security that are provided in writing to Tradebe prior to the start of Services or that are conspicuously posted on the Site in the area where Services are to be performed. It is understood and agreed, however, that Tradebe shall not be responsible for the elimination or abatement of safety hazards resulting from work being performed or conditions created by Contracting Party's employees, its contractors or agents, nor shall Tradebe be responsible for any pre-existing contamination or releases at the Site where Services are to be performed unless agreed upon in an SOW for standby emergency spill response and in that case Tradebe shall only be responsible for the contamination or release existing at the Spill Location that occurred prior to the discharge or release covered under an executed SOW.

Inspections: Contracting Party will have the right, at its own expense, to inspect all written licenses, permits or approvals issued by any government entity or agency to Tradebe that are applicable to the performance of the Agreement; to inspect and test, at its own expense, transportation vehicles, vessels, containers, or disposal facilities operated by Tradebe; and to inspect, at its own expense, the handling, loading, transportation, storage, or disposal operations conducted by Tradebe in the performance of the Agreement.

Changes in Laws or Regulations: If any change occurs during the term of the Agreement with respect to any Applicable Laws which affect the rights or obligations of Contracting Party or Tradebe under the Agreement, or the applicability of any taxes or fees, Contracting Party and Tradebe will negotiate in good faith to bring the Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, Contracting Party and Tradebe will have the right to terminate the Agreement immediately upon written notice to the other party.

Indemnity: Each party (each, an "Indemnitor") agrees to indemnify, defend and hold the other party, together with its respective officers, directors, shareholders, agents and employees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, claims, penalties, forfeitures, damages, fines, suits, and the costs and expenses incident thereto (including costs of defense, settlement, investigation, expert fees and reasonable attorney's fees) (hereafter referred to collectively as "claims") which the Indemnified Parties may incur, become responsible for or pay as a result of: (1) death or bodily injury (including sickness, disease and emotional or mental distress) to any person; (2) destruction of or damage to any property or equipment (including loss of use); (3) contamination of or adverse effects on the environment or any property or facility; (4) any violation of Applicable Laws, each of which as may be caused by: (i) an Indemnitor's breach of any representation or warranty, default in the performance of any term or provision of the Agreement; or (ii) any negligent act or omission of an Indemnitor, its employee, subcontractors, agent or representatives. If any of the above damages are caused in part by acts or omissions of the Indemnified Parties, the amount of indemnification from Indemnitor shall be proportional to the degree of comparative fault of the Indemnified Parties, its

employees or subcontractors. The indemnification obligations of an Indemnitor under this paragraph are absolutely conditioned upon an Indemnitor receiving prompt written notice of a claim for indemnification from an Indemnified Party or claimant after an Indemnified Party is served with a claim or becomes aware of an event giving rise to a claim for indemnification. The obligation of an Indemnitor to indemnify the Indemnified Parties shall not extend to claims for loss of profits or any indirect, special, incidental or consequential damages of any kind whatsoever. The indemnity obligations under this paragraph will not apply to government entities that are party to the Agreement to the extent that statute or regulation expressly prohibits such government entity from providing such indemnity.

Insurance: Each party will maintain at its own expense during the term of the Agreement the following insurance coverage. Contractor's Pollution Liability is for claims during policy period.

Coverage	Policy Limits
Workers Compensation	Statutory
Automobile Liability	\$1,500,000
General Liability	<ul style="list-style-type: none"> • \$2,000,000 per occurrence • \$2,000,000 products-completed operations aggregate • \$2,000,000 general aggregate
General Liability - Umbrella	<ul style="list-style-type: none"> • Minimum \$5,000,000 per occurrence • Minimum \$5,000,000 combined aggregate
Contractor's Pollution Liability	<ul style="list-style-type: none"> • Minimum \$5,000,000 per incident • Minimum \$5,000,000 aggregate

Each party agrees to furnish certificates to the other party evidencing these insurance coverages upon written request from the other party. The insurance policies will provide for waiver of subrogation against the other party. Tradebe will list Contracting Party as an additional insured in connection with Agreements under which Tradebe is providing Services. Tradebe will provide Contracting Party with at least thirty (30) days' prior written notice of cancellation or expiration of coverage, in connection with Agreements under which Tradebe is providing Services.

Excuse of Performance (Force Majeure): The performance of the Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of the Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes include but are not be limited to: acts of God, acts of war, riot, terrorism, fire, explosion, accidents, inclement weather, pandemics, sabotage, lack of adequate fuel, power, raw materials, labor, transportation facilities, or destruction facilities; changes in Applicable Laws or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party is required to settle a labor dispute against its own best judgment); or compliance with any order, request, or control of any governmental authority or persons purporting to act therefor, provided, however, that any such order, request or control is not the result of either party's failure to comply with Applicable Laws. The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

Notice: Notices required or permitted under the Agreement must be in writing and will be deemed received on the following dates: when personal delivery is made (with written receipt); when received by the addressee if sent by U.S. mail with return receipt

requested or a nationally recognized overnight courier (receipt confirmation); on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or on the fifth business day after the date mailed by first class mail, postage prepaid. Such communications must be sent to the following addresses: if to Tradebe or its Affiliate: Tradebe Environmental Services, LLC, 234 Hobart Street, Meriden, CT 06450, Attn: General Counsel; (b) if to Contracting Party, to the address shown on the face of the Agreement. Either party may change its address for notice by prior written notice to the other party.

Independent Contractor: The parties are, and will at all times over the term of the Agreement remain, fully independent in performing their respective obligations under the Agreement. Neither party (including its employees) will be deemed the agent or employee of the other party.

Litigation Support: Contracting Party agrees to pay Tradebe in accordance with Tradebe's then-current litigation support rates for any litigation support or testimony provided by Tradebe in connection with the Services performed by Tradebe hereunder.

Limitation of Liability: Neither party will be liable to the other for claims for loss of profits or any indirect, special, incidental or consequential damages of any kind whatsoever. The limitation of liability under this paragraph will not apply to Tradebe in connection with claims by government entities that are party to the Agreement, to the extent that statute or regulation expressly prohibits such limitation of liability from being enforced against such government entity.

Maximum Liability: Except and to the extent specifically required under the paragraph Indemnity, the liability of Tradebe to the Contracting Party under any theory of legal liability shall not, for any and all claims asserted during the course of any contract year, exceed the aggregate amount of payment made to Tradebe under the Agreement for (a) the current contract year, in respect of claims during the initial twelve (12) month period of the Agreement, or (b) the immediately preceding contract year (12 month period), in respect of claims made during any subsequent contract year.

Assignment: Neither party may assign its rights or delegate its duties under the Agreement to any other person or entity, except in respect of subcontractors that are permitted under the terms of the Agreement, by operation of law or otherwise, without the other party's prior written consent. The prior consent of the other party is not required if all rights and obligations under the Agreement are assigned to an entity that succeeds to the business of the assignor pursuant to a merger, asset sale, stock sale or other business combination, provided that (a) the assignee is not engaged in a business competitive to the other (non-assigning) party, and (b) the assignee demonstrates, to the reasonable satisfaction of the other (non-assigning) party that it does not present an increased risk of credit default or other material default of its obligations under the Agreement. The Agreement is binding upon and inures to the benefit of each party's successors and permitted assigns.

Taxes: Contracting Party will pay Tradebe, in addition to the purchase price, the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by Tradebe's net income) that Tradebe may be required to pay with respect to (a) the production or transportation of any Product delivered hereunder to the extent that such tax, excise or charge is first imposed or increased after the Effective Date, or (b) the sale of any Product

delivered hereunder, or (c) the provision of Services hereunder. Contracting Party's obligation to pay such amounts will survive termination or expiration of the Agreement.

Entire Agreement: The Agreement includes the Transaction Documents and represents the entire understanding and agreement between the parties hereto and supersede any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services or Products. Any additional, conflicting or different terms on any purchase order or other pre-printed document issued by Contracting Party shall be void and are hereby expressly rejected by Tradebe. Any modifications to the Agreement must be in writing, must be signed by Contracting Party and Tradebe, and must make express reference to the Agreement.

Order of Precedence: In the event of any conflict or inconsistency between the provision of the Agreement and Transaction Documents that are either incorporated by reference in the Agreement or that are issued by the parties in furtherance of performance under the Agreement, the following order of precedence in interpretation shall apply: (i) commercial terms specified in SOWs, (ii) modifications (amendments) to the Agreement that are executed in strict compliance with the provision on Entire Agreement, (iii) the Agreement, and (iv) Transaction Documents executed simultaneously with the Agreement. In the event of any conflict or inconsistency between the Agreement and these General Terms and Conditions, these General Terms and Conditions shall control.

Choice of Law; Jurisdiction; Venue: The Agreement shall be construed and interpreted according to the laws of the State of New York, without any consideration being given to the conflicts of laws principles adopted or followed under the laws of the State of New York. Any lawsuit brought regarding the Agreement or any of its terms shall be brought solely in the state or federal courts located in New York. This paragraph shall not apply to government entities that are party to the Agreement to the extent that statute or regulation expressly prohibits governing law other than in the jurisdiction of such government entity.

Dispute Resolution: Tradebe and Contracting Party agree that if a dispute between them arises concerning any aspect of performance by either party under the terms of the Agreement, prior to seeking any other remedies, including seeking relief through arbitration or litigation (except any proceedings for an injunction to enforce the terms of the Confidential Information restrictions in the Agreement), the aggrieved party will give written notice to the other party describing the disputed issues and the reasons why the aggrieved party is entitled to the resolution of those issues sought. Within thirty (30) calendar days after the receipt of such a notice, the parties will meet in an effort to resolve the issues in dispute. If after such meeting any aspect of the dispute remains unresolved for a period of an additional thirty (30) calendar days, one executive designee with appropriate authority from each party who has not been directly involved in the negotiation or performance under the Agreement will meet in a further attempt to resolve the dispute. If the dispute has not been resolved within an additional thirty (30) calendar days after the first meeting of such executives, then Tradebe and Contracting Party may agree to engage in private mediation with a mutually agreeable mediator, with each party bearing an equal share of the mediator's fees, unless agreed to otherwise by the parties. If the parties forego mediation or are unable to resolve the dispute following mediation, the parties agree that the dispute will be resolved in accordance with the laws of the State of New York.

Non-Solicitation: Contracting Party recognizes that Tradebe has

invested substantial resources in the training, development, and certification of its personnel. Accordingly, to the extent not contrary to Applicable Law, Contracting Party agrees that, during the term of the Agreement and for a period of one (1) year from the last date such Tradebe personnel provided Services at a Contracting Party location or a location designated by Contracting Party, it will not solicit, hire, or offer employment to, directly or indirectly, for the purposes of providing the same or similar Services as those he or she is employed by Tradebe to provide, any Tradebe personnel providing Services under the Agreement without Tradebe's prior written consent. Recognizing that Tradebe would suffer substantial and irreparable harm and that compensatory monetary damages resulting from hiring Tradebe personnel in violation of this section would be difficult to calculate, Contracting Party agrees that each such violation will render it liable to Tradebe for liquidated damages in the amount of twenty percent (20%) of such individual's annual base salary with Contracting Party.

Retention of Records: Tradebe agrees to retain all books and records (i.e., payroll records, accounting records, payment records, invoices, time reports and travel/entertainment expense reports) relating solely to its Services provided under the Agreement for a twenty-four (24) month period commencing at the end of the calendar year in which the Services were completed, and for any additional period (not to exceed ninety (90) days) as may be necessary to permit Contracting Party to complete any audit commenced within such period. These records will include payroll records of individuals performing Services, invoices for purchases of materials, and any expense reports including reports for travel and entertainment of Tradebe personnel solely to the extent same is itemized in the Services fee. Representatives and auditors of Contracting Party will have access to copies of these records upon reasonable prior notice to Tradebe during Tradebe's regular hours, and (if requested by Tradebe) upon Contracting Party's execution of a confidentiality agreement to ensure restricted use and nondisclosure of such records and the data therein.

Waiver: Neither party's delay in enforcing any right or remedy afforded hereunder or by law will prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of the Agreement, whether of a like or different character.

Severability: If any section, subsection, sentence or clause of the Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of the Agreement.

Electronic Signatures and Counterparts: The Agreement and any documents referred to in the Agreement may be signed by means of electronic signature in the space provided, which is then transmitted to the other party. The electronic signature will be deemed an original signature, having the same effect as a signature by hand. The Agreement may be signed in counterparts. Taken together, the counterparts form one single document.

Reproductions: The Agreement and all documents relating hereto and thereto may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction will be admissible into evidence as the original in any litigation without regard to whether the original is in existence.

Survival: The following provisions of these Terms and Conditions Applicable to All Agreements will survive the expiration or termination of the Agreement for the period shown: (a) one (1) year: Indemnity, Tradebe Warranties, Contracting Party Warrant-

ties ; (b) five (5) years: Confidential Information; (c) indefinite: Payment Terms, Excuse of Performance (Force Majeure), Notice, Independent Contractor, Litigation Support, Limitation of Liability, Maximum Liability, Assignment, Entire Agreement, Order of Precedence, Choice of Law; Jurisdiction; Venue, Dispute Resolution, Waiver, Severability, Electronic Signatures and Counterparts, and Reproductions.

Headings: Section headings are for the convenience of the parties only and are not to be construed as part of the Agreement.

Additional Terms and Conditions Applicable to Waste Management Services, Field or Technical Services, Services for Brokered Material, Standby Emergency Spill Response, Household Hazardous Waste Collection, Government Waste Management.

In the event of any inconsistency between these Additional Terms and Conditions and the General Terms and Conditions, these Additional Terms and Conditions shall control

Waste Profile: If Services provided by Tradebe include the transportation, treatment or disposal of waste, Contracting Party will characterize waste and provide Tradebe with a written Waste Profile, for all Waste Material. Upon approval of the Waste Profile by Tradebe, the approved Waste Profile will be incorporated into and become a part of the Agreement. For purposes of the Agreement, Contracting Party is deemed to be the generator of the Waste Materials. Contracting Party will tender, to Tradebe, only waste that fully conforms to the Waste Profile.

Non-conforming Waste Materials: If Contracting Party tenders Non-conforming Waste Tradebe may, at its sole discretion, either (a) return the Non-conforming Waste to Contracting Party, at Contracting Party's cost and expense, or (b) process the Non-conforming Waste at Contracting Party's additional cost and expense. Costs and expense include but are not limited to handling, loading, preparing transporting, storing and caring for and, if applicable, disposal of such Non-conforming Materials including necessary analytical work, repair, replacement, decontamination and cleaning of property and equipment. Contracting Party is liable for damages resulting from Non-conforming Waste. If Contracting Party packages or labels waste, waste that is improperly packaged or labelled, it is considered Non-conforming Waste. Except in connection with Agreements under which Tradebe transports (but does not treat or dispose of) waste, Waste Materials that comprise or contain any per- or polyfluoroalkyl substances (PFAS) including, among other compounds, PFQA, PFQS and/or GenX, are Non-conforming Waste.

Shipment of Waste Materials: Contracting Party will sign the material manifest for transportation of the Waste Materials to the facility identified by Tradebe. If Contracting Party packages, labels, or transports the Waste Materials, Contracting Party will properly package and label and transport the Waste Materials in accordance with Applicable Laws, and in conformance with good safety practices. In the event that the Contracting Party arranges for transportation, Contracting Party will ensure the transporter has all applicable permits, licenses, and registrations necessary to transport the Waste Materials in accordance with Applicable Laws, and in conformance with good safety practices. Scheduling of shipment of Waste Materials to a facility ("slotting") shall be arranged in advance and is dependent upon Tradebe's plant operations and capacity.

Transfer of Title: If Services provided by Tradebe include the transportation, treatment or disposal of waste, title, risk of loss

and other incidents of ownership to Waste Materials that are not Non-conforming Waste and are: (i) in full conformance with the approved Waste Profile, for Waste Materials; or (ii) in full conformance with the description of Materials, for Materials that are not Waste Materials, will transfer from Contracting Party or, if owned by the Materials Provider, the Materials Provider, to Tradebe at the time Tradebe takes possession of and removes the Waste Materials from the place of transfer, or at the time Tradebe accepts delivery of the Waste Materials at its facility, or at the time the TSD Facility accepts delivery, whichever is applicable. Unless and until Tradebe agrees to process Non-conforming Waste under the terms of the above paragraph, title, risk of loss and all other incidents of ownership of Non-conforming Waste will remain with Contracting Party. The provisions of this paragraph will survive the expiration or termination of the Agreement for an indefinite period.

Waste Materials for Incineration: For Waste Materials designated for or requiring incineration, Tradebe reserves the right to (a) increase pricing, effective upon notice to Contracting Party, to reflect increases in costs for incineration, or (b) decline acceptance of such Waste Materials to the extent Tradebe determines there is no available outlet for incineration.

Change Order and Change in Services: Neither Tradebe nor Contracting Party are obligated to perform in accordance with an agreed change in Services unless and until such change is reflected in a Change Order. Tradebe may stop work, pending discussion and resolution of a Change Order with Contracting Party, to the extent that performance of Services is adversely affected by (i) activities of non-Tradebe personnel at the Site that interfere with the safe and orderly continuation of Services by Tradebe, or (ii) conditions related to the Site that were not reasonably ascertainable from Tradebe inspection prior to commencement of Services.

Survival: The following provisions of these Additional Terms and Conditions For Agreements Under Which Tradebe is Providing Waste Management Services will survive the expiration or termination of the Agreement for the period shown: (a) one (1) year: Waste Profile, Shipment of Waste Materials, (b) Indefinite: Non-Conforming Waste Materials, Transfer of Title.

Special Terms & Conditions Applicable to Agreements Under Which Tradebe Provides Field or Technical Services:

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control.

Services Quality Disputes: Contracting Party shall inspect the Services within a reasonably prompt period after completion of Services, but in no event later than ten (10) days after completion of the Services. If Contracting Party considers the Services to be not in compliance with professional standards or otherwise unacceptable, Contracting Party will promptly so notify Tradebe. If Tradebe agrees with Contracting Party, then Tradebe shall promptly correct the noncompliance. The foregoing does not constitute the exclusive remedy of Contracting Party for claims related to the Services obligations of Tradebe hereunder.

Special Terms and Conditions Applicable to Services for Brokered Materials Agreements Under Which Brokers provide Materials to Tradebe:

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Addi-

tional Terms and Conditions, these Special Terms and Conditions shall control.

“Non-conforming Materials” means Materials (a) that are not properly packaged or labeled, (b) that contain constituents or have characteristics or properties not disclosed on the description set forth on the Services Order or (as applicable) the approved Waste Profile, or contain constituents, characteristics or properties which increase the cost to Tradebe or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials, (c) that are Waste Materials that the designated TSD Facility is not designed or permitted to dispose of, (d) that are Waste Materials that comprise or contain any per- or polyfluoroalkyl substances (PFAS) including, among other compounds, PFQA, PFQS and/or GenX, or (e) any other materials that the Non-conforming Materials have contaminated together with any other materials into which the Non-conforming Waste Materials have been commingled.

Specific representations & obligations of Contracting Party:

1. Contracting Party shall inspect all Materials, including the packaging thereof, at the pick-up point and shall not transport or arrange transport to the tender point of any Materials that (a) are improperly packaged or labeled; (b) are in leaking, broken or damaged containers; (c) are not properly manifested; or (d) do not conform to the approved Waste Profile.
2. If Contracting Party packages and labels the Materials, and/or arranges transportation, Contracting Party shall properly package and label and transport the Materials in accordance with Applicable Law and in conformance with good safety practices.
3. Contracting Party shall obtain, from the Materials Provider, all properly completed manifests and other documentation as required under Applicable Law for the Materials that are picked up.
4. Contracting Party shall provide to Tradebe, at the tender point, all properly completed and executed manifests and transfer documents for the tendered Materials and other documentation as Tradebe may reasonably require.
5. Contracting Party shall provide to Tradebe, at the tender point, an email address for the generator that Tradebe can use to forward a copy of Materials disposal manifest(s) to that generator as required by Applicable Law.
6. That all containers of Materials tendered to Tradebe will be marked, labeled and otherwise conform with Applicable Law.
7. That all Materials tendered shall be free of liens or encumbrances.

Acceptance of Materials; Title Transfer:

1. At the time of tender of Materials, Contracting Party shall provide Tradebe with properly completed and executed transfer documents and (if Waste Materials) manifests for the Materials as may be reasonably required by Tradebe or as are required by Applicable Law.
2. Tradebe shall have no responsibility for or liability associated with title to, custody, control or transportation of Materials prior to the point in time when tender of the Materials is made to Tradebe at the tender point as specified in the Services Order and Tradebe has accepted such Materials.
3. Tradebe may refuse tender of Materials that (i) are Non-conforming Materials, (ii) are packaged materials where the packaging is physically damaged or leaking upon visual inspection, or (iii) are not accompanied by required transfer documents or

(as applicable) manifests.

Special Terms & Conditions Applicable to Agreements Under Which Tradebe Provides Emergency Response Services:

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control.

Initiating Emergency Response: Contracting Party may initiate an emergency response by a direct telephone call to 1-800-914-9111.

“Rate Sheet” means Tradebe’s time and material rates for Services in effect at the time the Services are performed. The current Rate Sheet is attached to and incorporated into the Agreement.

Contracting Party Representative: Contracting Party shall designate a representative (“Contracting Party’s Representative”) who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to issue orders for the Services, approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of Contracting Party; approve Tradebe’s daily worksheets and to accept, verify, and approve Tradebe’s invoices.

Payment for Services: Contracting Party represents and warrants that it shall timely provide payment to Tradebe for the Services provided by Tradebe as set forth herein, and shall demonstrate to Tradebe’s reasonable satisfaction prior to the commencement of the Services, and at such other times as Tradebe may require, that sufficient funds are available and committed by Contracting Party for the entire cost of the Services. Unless such financial assurances are provided by Contracting Party, Contracting Party agrees that Tradebe shall not be required to commence or continue any Service and may immediately stop work. The failure of Tradebe to insist upon the provision of this paragraph at any one time shall not constitute a waiver of Contracting Party’s obligation to make payments pursuant to the Agreement nor shall it constitute a waiver of Tradebe’s right to request that evidence of sufficient funds be provided by Contracting Party at a later date.

1. Contracting Party agrees to pay Tradebe in accordance with the Rate Sheet in effect at the time of Service. Tradebe will present its first invoice to Contracting Party promptly, and reserves the right to bill not more frequently than one (1) time per week thereafter. In regard to billing for waste disposal, the invoice will be presented promptly after waste has been (i) classified, (ii) approved for disposal, and (iii) delivered to the applicable treatment/storage/disposal facility (TSDF). Contracting Party agrees to pay the full amount of each invoice within thirty (30) days of the date of receipt of said invoice by Contracting Party’s Representative.
2. In the event that work is suspended or terminated for any reason prior to the completion of the services, Contracting Party agrees to pay for labor, equipment, materials, disposal and other costs incurred by Tradebe, including demobilization costs and expenses, at the agreed rates.
3. Contracting Party hereby assigns to Tradebe all rights to any insurance payments that Contracting Party may be entitled to receive for the Services provided under the Agreement and hereby authorizes its insurance company or agent to pay Tradebe directly.
4. Termination: The Agreement may be terminated by either party upon forty-eight (48) hours’ notice to the other party.

Special Terms and Conditions Applicable to Agreements Under Which Tradebe Provides Government Waste Management Services

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control.

Insurance: The obligations to maintain the Insurance shall sit solely with Tradebe.

Indemnity: Tradebe agrees to indemnify, defend and hold Contracting Party and the municipal or county political subdivision of which it is part, together with its/their respective officers, directors, agents and employees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, claims, penalties, forfeitures, damages, fines, suits, and the costs and expenses incident thereto (including costs of defense, settlement, investigation, expert fees and reasonable attorney's fees) (hereafter referred to collectively as "claims") which the Indemnified Parties may incur, become responsible for or pay as a result of: (1) death or bodily injury (including sickness, disease and emotional or mental distress) to any person; (2) destruction of or damage to any property or equipment (including loss of use); (3) contamination of or adverse effects on the environment or a facility; (4) any violation of governmental laws, regulations or orders, each of which as may be caused by: (i) Tradebe's breach of any representation or warranty, default in the performance of any term or provision of the Agreement; or (ii) any negligent act or omission of Tradebe, its employee, subcontractors (if any), agent or representatives. If any of the above damages are caused in part by acts or omissions of the Indemnified Parties, the amount of indemnification from Tradebe will be proportional to the degree of comparative fault of the Indemnified Parties, its employees or other contractors. The indemnification obligations of Tradebe under this paragraph are absolutely conditioned upon Tradebe receiving prompt written notice of a claim for indemnification from an Indemnified Party or claimant after an Indemnified Party is served with a claim or becomes aware of an event giving rise to a claim for indemnification. The foregoing indemnity obligations in this paragraph will survive the termination, expiration, or cancellation of the Agreement for a period of one (1) year. The obligation of Tradebe to indemnify the Indemnified Parties will not extend to claims for indirect, special, incidental or consequential damages of any kind whatsoever.

Special Terms and Conditions Applicable to Agreements Under Which Tradebe Purchases Contracting Party's Generated Output (petroleum products):

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control.

Definitions - As used in the Agreement & any Transaction Documents, the following terms mean:

"Accepted Materials" means Materials that meet Accepted Materials Requirements.

"Accepted Materials Requirements" means Materials that meet Tradebe's technical requirements for acceptance and recycling of Waste Materials in accordance with Applicable Laws, as determined applicable by Tradebe in its sole discretion.

"Facilities" means those facilities of Contracting Party that are listed in Schedule I of the Agreement.

"Guarantee" means a guarantee in substantially the form attached as Exhibit A to the Agreement.

"Non-conforming Waste" means any hazardous waste, contaminated waste, or other waste (i) that does not meet Accepted Materials Requirements, (ii) that Tradebe determines cannot be handled, stored, treated, processed, recycled, or disposed of as anticipated by the Agreement, including, but not limited to, waste materials that Tradebe determines, in its sole discretion, will significantly increase the costs of performing the recycling services to be done by Tradebe. (iii) that are now or hereafter defined as hazardous waste under Applicable Law, (iv) that comprise or contain any per- or polyfluoroalkyl substances (PFAS) including, among other compounds, PFQA, PFQS and/or GenX, or (v) that have been contaminated by P.C.B.'s in any amount equal to or greater than two (2) parts per million (ppm).

"Petroleum Related Waste" means used oil filters and absorbents, and used oil sludge and similar waste generated in the ordinary course of Contracting Party's business operations at the Facility.

"Tank" means a new, single-wall or double-wall, 275 or 500 gallon capacity steel tank suitable for above ground collection and temporary storage of used oil.

"Tank Monitor" means a battery powered monitor, mounted on the Tank or such other tank as is used by Contracting Party for the temporary storage of used petroleum oil for delivery to Tradebe under the terms of the Agreement, that transmits relevant data concerning tank levels and battery life via cellular or other wireless signal.

"Tank Monitoring Agreement" means a separate written agreement, entered between Contracting Party and Tradebe after the Effective Date but during the Term, under which Tradebe agrees to provide Tank Monitor services to Contracting Party.

"Waste Materials" means all used petroleum, oil and Petroleum Related Waste generated by Contracting Party that are Accepted Materials and are not Non-conforming Waste.

Representations And Warranties Of Contracting Party:

1. No Comingling: Contracting Party warrants and represents to Tradebe that it shall not mix any hazardous waste into the Waste Materials being provided to Tradebe and will only allow delivery of Waste Materials to Tradebe that are classified as nonhazardous waste according to Applicable Law.
2. Contracting Party further agrees, warrants and represents that any trucks or containers of Waste Materials that it delivers to Tradebe will be marked, labeled, and otherwise in conformity with Applicable Law.
3. Title: Contracting Party warrants and represents to Tradebe that title to Waste Materials, at point of delivery, is vested exclusively in Contracting Party and is not subject to any liens or encumbrances.
4. Documentation: Contracting Party agrees to sign and execute receipts indicating certification or other documentation furnished by Tradebe to Contracting Party, and to keep such copies of receipts and a copy of the Agreement on file at Contracting Party's office or place of business for a minimum of three (3) years.

Contracting Party's Supply Of Waste Materials:

1. Exclusivity: If the Quantity under the Commercial Terms is stated as the Contracting Party's entire output of Waste Materials over the Term, then, during the Term of the Agreement, Con-

tracting Party shall supply Waste Materials in its possession or generated by it solely and exclusively to Tradebe and to no other person, firm or entity.

2. Delivery of Waste Materials: Tradebe shall pick up Waste Materials from Contracting Party on a regular basis and in such reasonable intervals of time as may be determined by Tradebe. Tradebe shall be responsible for the cost of testing of Waste Materials as further set forth in subsection (c) below, and for loading and transportation of Waste Materials at and from Contracting Party's site. Upon pick-up of the Waste Materials by Tradebe, Tradebe will deliver a manifest of the Waste Materials received, and Contracting Party will sign the manifest and shall keep the original thereof on file at Contracting Party's site for a period of three (3) years. Contracting Party shall provide such reasonable assistance to Tradebe as may be required for Tradebe to load, test and otherwise receive the Waste Materials.
3. Testing of Waste Materials: Tradebe shall have the right to inspect, sample, analyze or test any Waste Materials before acceptance of any such Waste Materials. Tradebe's determination as to whether the materials presented by Contracting Party constitute Accepted Materials or Non-conforming Waste, or whether said materials are in any other way unacceptable to Tradebe, shall be in Tradebe's sole discretion. Accepted Materials shall thereafter be deemed to have met Accepted Materials Requirements. Failure or refusal of Contracting Party to provide Tradebe with access to inspect, sample, or test such Waste Materials shall cause such materials to be deemed Non-conforming Waste, and Tradebe's exercise or failure to exercise its rights hereunder shall not operate to relieve Contracting Party of responsibility or liability under the Agreement.
4. Determination of Non-conforming Waste. In the event Tradebe determines that any materials provided by Contracting Party are Non-conforming Waste, Tradebe shall not be responsible for handling, transportation, storage, treatment, processing, recycling, or disposal of said Non-conforming Waste. Any materials determined to be Non-conforming Waste shall not be included as part of the volume of Waste Materials to be provided by Contracting Party to Tradebe under the Agreement. In the event Tradebe determines that any materials are Non-conforming Waste, Tradebe shall not accept delivery thereof or shall return the Non-conforming Waste to Contracting Party within a reasonable time after notice of non-conformity has been communicated to Contracting Party. The Parties may agree to a mutually acceptable alternative for the manner of disposition of the Non-conforming Waste, provided, however, that Tradebe is not obligated in any way to take any action regarding said disposition. With respect to all Non-conforming Waste, Contracting Party shall be liable for and shall pay Tradebe any reasonable costs, expenses and charges for handling, loading, preparing, transporting, storing and caring for Non conforming Waste.
5. Title to Waste Materials. Tradebe will only take title to Accepted Materials as defined by Tradebe in its sole discretion. Title to Waste Materials shall be deemed to be transferred from Contracting Party to Tradebe upon acceptance of such Waste Materials by Tradebe at Tradebe's site; provided, however, that title shall remain with Contracting Party for any Non-conforming Waste or waste that is determined by Tradebe to be Non-conforming Waste, regardless of whether Tradebe is in possession of such waste or Non conforming Waste, unless Tradebe agrees in writing to accept title to such Non-conforming Waste.

Early Termination:

1. Termination for Convenience. Except where a Tank Addendum and/or Tank Monitoring Addendum is included in the Agreement, and/or the Parties have entered a Tank Monitoring Agreement, either Party may terminate the Agreement for convenience, upon not less than ninety (90) days' prior notice to the other Party.
2. Termination for Cessation of Business Operations: Tradebe may terminate the Agreement upon notice to Contracting Party in the event that Contracting Party ceases or suspends normal course business operations as were in effect as of the Effective Date.

Maximum Liability: Except and to the extent specifically required under the paragraph Indemnity, neither Party shall, be liable to the other Party for any claims, asserted during the course of any given consecutive twelve (12) month period during the Term, to the extent the amount of such aggregated claims exceeds the Estimated Annual Quantity for such 12 month period multiplied by the per-gallon price in effect at the first day of such 12 month period.

Special Terms and Conditions Applicable to Agreements Under Which Tradebe Provides Finished Products:

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control.

Title: Title to and risk of loss in the Product will transfer to Buyer upon delivery of the Product in accordance with the delivery terms in the Agreement.

Payment Terms: Payment terms are net [30] days after the date of Seller's invoice. Invoices will not be dated prior to the date of shipment. In addition to all other rights and remedies hereunder or at law or in equity, Seller reserves the right to terminate the Agreement, suspend further deliveries and accelerate all amounts due hereunder upon failure of Buyer to make any payment pursuant to the Agreement. If, in the judgment of Seller, the Buyer's financial responsibility becomes impaired or Buyer has exceeded its credit limits with Seller, Seller may refuse to deliver Product(s) except for cash on delivery and Seller may demand immediate payment in full for all Product(s) previously delivered.

Shipments:

1. Buyer will submit to Seller, in a manner approved by Seller, a written delivery order conforming to Seller's customary lead time or to the lead time specified by Tradebe from time to time. Such delivery orders will identify the Product being ordered for shipment, the quantity of Product, the shipping instructions, and the date on which delivery is requested.
2. If Buyer fails to submit delivery order(s) or to accept delivery pursuant to the terms hereof for 90 consecutive days, except for reasons excusing performance due to Force Majeure, then Seller may terminate the Agreement by giving notice to the Buyer at any time thereafter and prior to the date the Buyer submits a delivery order in conformity with the terms hereof. Seller acceptance of a delivery order is conditioned on Buyer's payment of any outstanding invoices.
3. Any demurrage or detention charges legally payable to any transportation carrier due to the action or inaction of the Buyer will be payable by and for the account of the Buyer.
4. Packaged shipments, if any, will be made in Seller's standard containers, except as otherwise specified in the Agreement.

Claims and Liability:

1. Buyer's receipt at Buyer's delivery location of any Product delivered will be an unqualified acceptance of, and a waiver by Buyer of any and all claims with respect to, such Product unless Seller receives notice of such claim within 15 days after Buyer's receipt. In the event of delayed delivery or non-delivery, all claims will be deemed waived unless Seller receives notice of such claim within 30 days after the date set for delivery in the delivery order submitted to Seller. Buyer assumes all risks and liabilities resulting from Buyer's use of the Product. Claims for shortages of less than ½ of 1% of the gross weight of bulk shipments will not be allowed. Seller's weights taken at the shipping point will govern, unless proven to be in error.
2. Seller's sole liability and Buyer's sole remedy for any claim arising with respect to non-conforming Product delivered under the Agreement will be as follows, at Seller's option, (i) replacement of such non-conforming Product or refund of the purchase price, (ii) reimbursement of reasonable out-of-pocket costs incurred by Buyer for removal, storage, transportation and disposal of such non-conforming Product (unless such non-conforming Product is returned to Seller at Seller's request and expense) or (iii) reimbursement of reasonable out-of-pocket costs incurred by Buyer to rework non-conforming Product.
3. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY FOR CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR PRODUCTS WITH RESPECT TO WHICH SUCH CLAIMS ARE MADE, WHETHER SUCH LIABILITY IS BASED ON NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.
4. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING PENALTIES, TAXES OR FILING FEES) OR LOST PROFITS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

Force Majeure: If the Force Majeure Event continues for more than 90 days, the party whose performance is not prevented or impeded will have the option to terminate the Agreement upon notice to the other party. To the extent a party's performance is prevented or impeded by a Force Majeure Event, such party will have the right to omit any portion of the quantity of Product deliverable under the Agreement. If, due to any such Force Majeure Event, Seller is unable to supply the total quantity for Product(s) deliverable hereunder, Seller will allocate its available supply among its internal and external customers in a fair and equitable manner.

Safety: Buyer acknowledges that it has received documents, including Seller's Safety Data Sheets and product information bulletins, containing Seller's safety and health information concerning Product(s) deliverable hereunder, that it has read and it understands such information, and that it agrees (i) to comply with all applicable recommendations and warnings and use the Product(s) only in a manner consistent with all information included in such documents and (ii) to incorporate such information into its personnel safety programs. Buyer will inform its employees, contractors, agents, carriers and customers who may become exposed to such Product(s) after delivery to Buyer, of any hazards associated with such Product(s), and of the proper storage, han-

dling and use procedures for such Product(s) disclosed in such documents or in additional documents provided to Buyer during the term of the Agreement. Buyer will indemnify Seller from and against any claims, damages, liabilities and expenses (including attorney's fees) arising from Buyer's breach of the foregoing obligations.

Tradebe Warranties for Products: All Product) are subject only to the following: Tradebe warrants (a) it has and will convey title to the Product, free of all liens and encumbrances, and (b) that the Product will conform to Tradebe written product specifications at the time of delivery. All other warranties, express or implied, including but not limited to warranty of merchantability or fitness for particular purpose, are hereby excluded. SELLER NEITHER MAKES NOR INTENDS, NOR DOES IT AUTHORIZE ANY BUYER, AGENT OR REPRESENTATIVE TO MAKE, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED AND, TO THE EXTENT PERMITTED BY LAW, IT EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Special Terms and Conditions Applicable to Agreements Under Which Tradebe Provides Tank Monitoring:

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control Tank Monitoring.

Definitions - As used in the Agreement & any Transaction Documents, the following terms mean:

"Tradebe Customer Portal" means the portal maintained on the website of Tradebe for, among other things, customer online access to certain information relevant to administration of the Tradebe - customer relationship.

"Petroleum Oil Waste Materials" means used oil filters and absorbents, and used oil sludge and similar waste generated in the ordinary course of Contracting Party's business operations at the Facilities.

"Tank" means the single-wall or double-wall steel tank, previously or contemporaneously installed at the Facilities, used for Contracting Party's temporary storage of Petroleum Oil Waste Materials.

"Tank Monitor" means a battery-powered monitoring unit installed in the Tank that measures, among other things, fluid parameters, and wirelessly transmits data regarding the same.

"Tank Monitor Data" means the data values measured and transmitted by the Tank Monitor, and such aggregation of data values as Tradebe may deem useful to itself in connection with Tank Monitor maintenance and scheduling of Waste Materials collection, and/or to Contracting Party in connection with Waste Materials generation and collection.

Tradebe Obligations. Tradebe agrees to do the following:

1. Install a Tank Monitor (including battery) in the Tank, within thirty (30) days of the effective date of the Agreement.
2. Provide regular maintenance of the Tank Monitor, including battery replacement as necessary.
3. Provide Contracting Party with online access to, at a minimum, the following Tank Monitor Data. The data access point will be by means of online access to either the Tradebe Customer Portal or a third party site, as determined by Tradebe. This data will be refreshed at least twice per day (24 hours).

- Tank capacity used (gallons in tank)
 - Battery okay or needs replacement
4. Procure the replacement of any defective or inoperable Tank Monitor with a fully functioning Tank Monitor, at no cost to Contracting Party.

Contracting Party Obligations. Contracting Party agrees to do the following:

1. Provide Tradebe with access to the Facilities at all reasonable times to perform maintenance or replacement of the Tank Monitor and replacement of batteries.
2. Use the Tank Monitor in accordance with all instructions provided in writing by Tradebe.
3. Use the Tank only for storage of Petroleum Oil Waste Materials, with no comingling of hazardous or other waste.
4. Protect the Tank Monitor from physical damage.
5. Periodically inspect the outside of the Tank Monitor to detect any signs of leakage or damage and immediately notify Tradebe in case any leakage or damage is detected.
6. Not add Petroleum Oil Waste Materials or other materials to the Tank if the Tank Monitor Data indicates a critical high level in the Tank.
7. Not attempt to uninstall, adjust, repair or modify the Tank Monitor in any way, attempt to replace the battery for the Tank Monitor; or attempt to use the Tank Monitor in conjunction with any other device or apparatus.
8. Keep the Tank Monitor free of liens or encumbrances and not sell or transfer the Tank Monitor.
9. Not remove or deface any decals or other signage placed on the Tank Monitor.
10. Execute such financing statements (e.g., UCC-1) as Tradebe may request in connection with recording the ownership interest in the Tank Monitor.
11. By the Agreement, grant Tradebe unrestricted access to the Facilities to remove the Tank Monitor upon the expiration, cancellation or other termination of the Agreement for any reason.

Service Levels. The parties agree to the following:

1. Replacement of Tank Monitor: Any replacement of the Tank Monitor by Tradebe will be with a new or refurbished Tank Monitor having the capacity to capture and transmit Tank Monitor Data no less comprehensive than the data that Tradebe has agreed to make accessible to Contracting Party under Tradebe Obligations Section (c) of the Agreement.
2. Service Interruption: Contracting Party acknowledges that accessibility to Tank Monitor Data as referred to under Tradebe Obligations Section (c) of the Agreement may be temporarily interrupted or limited by reason of the following ("Service Interruption"):
 - Battery replacement.
 - Repair or replacement of the Tank Monitor.
 - Interruption of satellite or cellular network used for data transmission.
 - Any emergency preemption required by government authorities.
 - Emergency and scheduled maintenance on either the Tank Monitor or the software/hardware systems used to capture and report Tank Monitor Data.

Termination for Cessation of Business Operations: Tradebe may terminate the Agreement upon notice to Contracting Party

in the event that Contracting Party ceases or suspends normal course business operations as were in effect as of the Effective Date.

Intellectual Property Infringement: Tradebe shall indemnify, defend and hold Contracting Party harmless from any claim that use of the Tank Monitor by Contracting Party infringes on the intellectual property rights of any third party, provided that Contracting Party promptly notifies Tradebe of any written or oral notice received by Contracting Party asserting that use of the Tank Monitor infringes on the rights of any third party. Tradebe may, at its option and expense, (a) procure for Contracting Party the right to continue using the Tank Monitor, (b) replace or modify the Tank Monitor so that its use becomes non-infringing, or (c) terminate the Agreement if Tradebe determines, in its sole discretion, that options (a) or (b) are not feasible.

Special Terms and Conditions Applicable to Agreements Under Which Tradebe Acts as Subcontractor:

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control where Tradebe provides Subcontracting Services.

Definitions - As used in the Agreement & any Transaction Documents, the following terms mean:

"Customer" means the customer, of Contracting Party, for whom services are being provided by Contracting Party.

"Prime Contract" means the contract under which Contracting Party is performing services for the Customer.

"Work Authorization" means a written direction from Contracting Party to commence specific components of the work and that contains particulars including: start date, scheduled completion date, location, personnel required, vehicles/equipment required, abbreviated scope of work, authorized cost, invoicing specifics, any allowed use of subcontractors, project number, Contracting Party point of contact, and other particulars as Contracting Party deems necessary or appropriate.

Subcontract Documents:

1. The following documents (hereinafter collectively referred to as "Subcontract Documents") shall constitute a part of the Agreement, including all components thereof and subsequent amendments thereto: (i) the Agreement; (ii) those provisions of the Prime Contract that expressly flow down to subcontractors and that are provided to Contracting Party prior to commencement of work; (iii) the Scope of Work (Schedule [redacted]); (iv) the Subcontract Schedule and Price (Schedule [redacted]); such other documents (e.g., Purchase Order, Project Schedule, Rate Card/Cost Schedule; Work Authorizations) as are listed in the Agreement and expressly incorporated by the terms of the Agreement].
2. To the extent any terms or conditions of any Subcontract Documents are inconsistent or conflict with the terms or conditions of the Agreement, the terms and conditions of the Agreement control unless and to the extent the parties amend the Agreement in writing.

Obligations of Contracting Party:

1. Contracting Party shall designate a representative who has primary responsibility for Contracting Party's supervision of and communications with Subcontractor.

2. Contracting Party shall promptly notify Subcontractor of any changes to the Subcontract Documents that affect Subcontractor's Work and initiate any Change Order as applicable.
3. Contracting Party represents that it has obtained any access agreements or permissions under the Prime Contract necessary for Subcontractor to access the Facility where the work is to be performed.
4. Contracting Party shall communicate to Subcontractor the presence of any other of Contracting Party's subcontractors to the extent other subcontractors may interfere with the work.

Obligations of Subcontractor:

1. Subcontractor may not subcontract any portion of the work it is obligated to perform under the Subcontract Documents without the prior express written consent of the Contracting Party.
2. The Subcontractor shall comply with all federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts as applicable to performance of the Agreement.
3. Subcontractor shall accurately and truthfully complete and timely submit all daily progress reports as reasonably required by Contracting Party.
4. Subcontractor shall commence performing the Services on the date set forth in the Work Authorization received by Subcontractor and shall continue performing the work diligently and without delay subject to force Majeure. Subcontractor shall notify Contracting Party immediately of any circumstance that may lead to a delay in the work or otherwise conflict with the schedule as provided for in the Subcontract Documents.
5. Subcontractor will cooperate with Contracting Party in response to Contracting Party requests to, at its expense, inspect all written permits, licenses or approvals issued by any government entity or agency to Subcontractor that are applicable to the performance of the work.
6. Provided there is no default in payment of outstanding invoices payable to Subcontractor, Subcontractor shall, in connection with performance of Work at the Facility, promptly execute any lien waivers or lien releases that Contracting Party is required to provide under the Prime Contract, or that are otherwise requested by Contracting Party.
7. Subcontractor shall reasonably cooperate with Contracting Party in responding to any requests of the Customer made under the terms of the Prime Contract.

Changes In Services:

1. Subcontractor shall notify Contracting Party promptly (but in any event no later than 24 hours) and in writing if circumstances change such that Subcontractor believes that a change in Scope of Work is required. Contracting Party and Subcontractor shall promptly negotiate in good faith regarding whether a change in Scope of Work is required; provided, however, that Subcontractor shall not suspend Work pending discussion and/or completion of a Change Order.
2. Any addition to the work in the nature of Subcontractor performing any services in connection with the transportation and/or disposal of hazardous waste from the Site, or in connection with performing any emergency response services, shall be made the subject of a separate written contract for such services.

Payment:

[The following applies if payment is based on a single Work Authorization or Purchase Order:]

- Subcontractor shall invoice Contracting Party within ten (10) days from the date the work was performed. Contracting Party shall pay Subcontractor's invoice within thirty (30) days from receipt of the invoice.

[The following applies if payment is based on multi-phase work or progress payments:]

1. Subcontractor shall invoice Contracting Party each month or as otherwise specified in the applicable Scope of Work) for work performed. Contracting Party shall pay Subcontractor within thirty (30) days from receipt of the invoice. A progress payment does not constitute acceptance of the work to the extent such work does not conform to the Subcontract Documents, nor does any progress payment waive Contracting Party's rights to seek reimbursement, indemnification or other remedies to repair defects in the work.
2. Withholding Payment: Payment may be withheld if and to the extent the work of Subcontractor is the basis of rejection of payment obligation by the Customer.
3. Substantial Completion: Subcontractor shall provide Contracting Party with notice of substantial completion and the opportunity to inspect the work. Contracting Party may agree with Subcontractor's determination, or it may reject it and provide Subcontractor with a list of all outstanding items Contracting Party has identified. The Parties will work in good faith to agree on the list of outstanding items and a schedule to complete them. Contracting Party has the right, and shall not be in breach of any provision of the Agreement, to withhold a portion the outstanding payments corresponding to the outstanding work until such time as Subcontractor has completed the outstanding Work to Contracting Party's reasonable satisfaction. The Contracting Party reserves the right to reject any work by Subcontractor that does not conform to the flow down provisions of the Prime Contract.
4. Final Payment: Contracting Party shall make final payment constituting the entire unpaid balance of the Subcontract amount when the work is completed in accordance with all applicable requirements of the Subcontract Documents, and the Agreement.

Termination by Contracting Party: Contracting Party reserves the right to terminate the Agreement or any part hereof if the Prime Contract is terminated for any reason. In the event of such termination, Subcontractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Subcontractor shall be paid for the work completed through the termination date and for its demobilization costs.

Termination by Subcontractor: Subcontractor may terminate this Subcontract for the same reasons and under the same circumstances and procedures that the Contracting Party may terminate with respect to the Prime Contract. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, sub-subcontractors or their agents or employees or other persons performing portions of the work under contract with the Subcontractor, the Subcontractor shall be paid for the work completed through date of termination and for its demobilization costs.

Warranty: Subcontractor expressly warrants that:

1. Subcontractor satisfies, and will continue to satisfy, all insur-

ance coverage and financial responsibility requirements as stated herein and/or as may be mandated by law;

2. Subcontractor shall keep the premises and surrounding area free from accumulation of materials or rubbish caused by the work

Inspection/Testing: Payment for the Services rendered hereunder shall not constitute acceptance thereof. Contracting Party shall have the right to inspect such goods and services and to reject any or all of said goods or services which are in Contracting Party's commercially reasonable judgment defective or nonconforming.

Gratuities: It shall be deemed a default subject to termination if it is found that Subcontractor made, directly or indirectly, bribes, kickbacks, discounts or other payments, regardless of form, whether in money, property, or services, to any corporate officer or employee of any third party acting on behalf of Contracting Party, to obtain favorable treatment in securing business or to otherwise obtain special concession, or to pay for favorable treatment for business secure for special concessions already obtained.

Special Terms & Conditions Applicable to Agreements Under Tradebe's Vehicle/Equipment Interchange Agreement:

In the event of any inconsistency between these Special Terms and Conditions and the General Terms and Conditions or Additional Terms and Conditions, these Special Terms and Conditions shall control where Tradebe provides vehicles and equipment

Return of Vehicles/Equipment: Contracting Party shall promptly return Vehicles/Equipment to a location designated by Tradebe and shall be responsible for the safe operations and proper utilization of Vehicles/Equipment while in Contracting Party's possession or control. Vehicles/Equipment returned shall be in the same condition as received, normal wear and tear excepted, and Contracting Party shall be responsible to Tradebe for damages to Vehicles/Equipment and, in the event of loss, fair market value. Contracting Party shall promptly compensate Tradebe for damage to or loss of Vehicles/Equipment.

Maintenance of Vehicle/Equipment: Tradebe represents and warrants that the Vehicles/Equipment shall be in good condition and fit for its intended purpose. The cost of maintenance or service adjustments caused by ordinary use, shall be Tradebe's sole responsibility. When any maintenance is necessary and prior to being performed, Tradebe shall first be notified and Contracting Party given authorization where practical.

Inspection of Vehicles/Equipment: Contracting Party shall inspect Vehicles/Equipment received from Tradebe, and shall utilize an equipment inspection and interchange form mutually agreeable. Copies of said inspection forms, once completed, shall be furnished to Tradebe at Tradebe's request.

Operation by Contracting Party: Contracting Party shall not allow any other parties to utilize the Vehicles/Equipment, unless specifically authorized by Tradebe in writing. Vehicles/equipment shall be transported by Contracting Party, its employees and agents only. Operations shall be conducted by Contracting Party utilizing only drivers that are properly licensed, qualified and trained, and operations shall at all times be conducted in a lawful, safe manner in accordance with all federal, state and local statutes, regulations and ordinances.

Ownership of Vehicles/Equipment: Nothing herein shall give Contracting Party an interest of any kind or nature in the Vehi-

cles/Equipment. Contracting Party shall not allow any security interest or other lien to be placed upon or remain attached to the Vehicles/Equipment and shall promptly remove all such liens if so attached.

Insurance: In addition to any other insurance required by Contracting Party and solely in connection with the use of Tradebe's vehicles or equipment, Contracting Party shall procure and maintain at its own expense the following insurance coverage. All coverage shall be written on an "occurrence" basis except for Pollution Liability coverage, which may be written on a "claims made" basis. The insurance coverage shall be maintained (a) during the term of this Agreement for coverage written on an "occurrence" basis, and (b) during the term of this Agreement and for two (2) years following expiration or termination of this Agreement for coverage written on a "claims made" basis. Policy limits may be met by a combination of underlying coverage and excess/umbrella coverage that "follows form" the underlying coverage.

Coverage	Policy Limits	Maximum Deductible or Self Insured Retention
Workers Compensation	Statutory	
Automobile Liability	\$1,500,000	\$100,000
MCS-90 Endorsement (if transporting hazardous waste)	\$5,000,000	
General Liability	<ul style="list-style-type: none"> • \$2,000,000 per occurrence • \$2,000,000 products completed operations aggregate • \$2,000,000 general aggregate 	\$50,000 per occurrence
General Liability - Umbrella	<ul style="list-style-type: none"> • Minimum \$5,000,000 per occurrence • Minimum \$5,000,000 combined aggregate 	\$10,000 per occurrence
Pollution Liability	<ul style="list-style-type: none"> • Minimum \$5,000,000 per incident • Minimum \$5,000,000 aggregate 	\$100,000 per incident

The insurance policies providing this insurance coverage shall provide for waiver of subrogation against Tradebe. Tradebe and Tradebe's affiliate Tradebe Treatment and Recycling, LLC, shall be listed as additional insureds. The insurance policies shall be primary as to any other policy of Transporter. Transporter shall provide Tradebe at least thirty (30) days written notice of cancellation or expiration of any such policies.

Transporter shall furnish an ACORD form certificate(s) to Tradebe evidencing these insurance coverages prior to commencement of Services under a Services Authorization.

Transportation of Materials by Contracting Party: If Vehicles/Equipment is being used for transportation of waste or other materials, Contracting Party shall adhere to all obligations of the Transporter as set forth in the Third Party Transporter Agreement entered between Tradebe and Contracting Party.