

VLS Environmental Solutions, LLC. Terms and Conditions.

These VLS Environmental Solutions Terms and Conditions shall govern all services provided by VLS Environmental Solutions, except where superseded by an existing contract or service agreement.

1. Transfer of Waste and Title

- a. Title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Customer to VLS Environmental Solutions, LLC. at the time VLS Environmental Solutions, LLC. takes possession of and removes waste materials from the place of transfer, or at the time VLS Environmental Solutions, LLC. accepts delivery of the waste materials at its TSD facility, whichever is applicable.
- b. Waste materials which are discovered to be non-conforming may be rejected by VLS Environmental Solutions, LLC. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with Customer. Waste materials shall be considered non-conforming for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to VLS Environmental Solutions, LLC. or increase the risk of hazard to human health or the environment from the handling, transportation, storage, or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics, or properties.
- c. Waste materials discovered by VLS Environmental Solutions, LLC. to be non-conforming, if in VLS Environmental Solutions, LLC. possession, shall be prepared for lawful transportation by VLS Environmental Solutions, LLC. and returned to Customer within a reasonable time after rejection by VLS Environmental Solutions, LLC., unless the parties agree to an alternative and lawful manner to dispose of the waste materials. Customer shall pay VLS Environmental Solutions, LLC. at agreed rates for the handling, loading, preparing, transporting, storing, and caring for and, if applicable, disposing of such non-conforming waste materials.
- d. In the event non-conforming material is received and it requires a rejection, at minimum a \$500 rejection fee will be applied to the invoice.
- e. Manifest or label discrepancies that require corrections are subject to a minimum \$50.00 manifest correction fee.
- f. In the event a release or spill occurs, the release or spill cleanup will be invoiced at \$150 per man hour with a \$300 minimum.
- g. Rinse Off and Rinse Outs - All interior container rinse outs will be charged at \$250/ Per 15 Minutes. All exterior cleaning that takes place to remove waste residual from truck/trailer bumpers, fenders, and tires that occurred while dumping will be at no charge to the customer. VLS Environmental Solutions does NOT provide certified container washouts.

2. Price and Payment Terms

- a. All prices set forth in a quotation shall be valid for thirty (30) days from the date displayed on page 1 of the quotation.
- b. Sales Tax shall be in addition to the prices set forth in the quotation unless the customer is exempt from such taxes. It is the customer's responsibility to notify VLS Environmental Solutions, LLC. of any tax-exempt status. In the event customer is sales tax exempt, a tax-exempt certificate must be received by VLS Environmental Solutions, LLC. at the time of acceptance of this quotation.
- c. Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by VLS Environmental Solutions, LLC. to collect any payments due under this Agreement, including reasonable attorneys' fees.

3. VLS Environmental Solutions, LLC. Warranties

- a. VLS Environmental Solutions, LLC. shall provide all supervision, labor, materials, tools, equipment, and subcontracted items for the performance of the Services.
- b. VLS Environmental Solutions, LLC. shall take necessary precautions for the safety of its employees and shall comply with the applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that VLS Environmental Solutions, LLC. shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by Customer's employees, its other contractors, or agents.
- c. VLS Environmental Solutions, LLC. represents that it holds all necessary permits and licenses required for the performance of the Services.
- d. VLS Environmental Solutions, LLC. shall provide the Services in compliance with applicable Federal and state environmental laws and regulations.

4. Customer Warranties

- a. Customer shall provide full and complete information regarding its requirements for the Services. Customer shall furnish complete information regarding the work site, surface and subsurface conditions, access, utility locations, site boundaries, and other reports, documents or information that may be reasonably requested by VLS Environmental Solutions, LLC. Customer shall communicate to VLS Environmental Solutions, LLC. all special hazards or risks known to the Customer that are related to the performance of the Services pursuant to this Agreement.
- b. Customer shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Scope of Work or budget, render decisions promptly and furnish information expeditiously to VLS Environmental Solutions, LLC.
- c. Customer shall be responsible for repairs to all private property, structures, roadways, and rights-of-way resulting from VLS Environmental Solutions, LLC.' reasonable use thereof.
- d. Customer warrants that it is under no legal restraint or order which would prohibit the performance of the Services by VLS Environmental Solutions, LLC. Customer represents and warrants that it has the requisite legal right, title, or interests necessary to provide control over and access to the premises where the Services are to be performed. Customer warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which Customer has knowledge.
- e. Customer warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to VLS Environmental Solutions, LLC. will conform to such description; that containers of waste materials transferred to VLS Environmental Solutions, LLC. will be marked, labeled, and otherwise conform with all applicable federal, state, and local laws, regulations, by-laws, or ordinances; that it holds clear title to all waste materials to be transferred hereunder; that it is under no legal restraint or order which would prohibit transfer of possession or title to such materials to VLS Environmental Solutions, LLC. for transportation and disposal, and that it has communicated and will communicate to VLS Environmental Solutions, LLC. during the term hereof those hazards known by the Customer to be associated with the handling, transportation, treatment, storage, and disposal of the waste materials.

5. Indemnification

- a. VLS Environmental Solutions, LLC. agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) VLS Environmental Solutions, LLC.' breach of any term or provision of this

Agreement, or (2) the negligence or willful misconduct of VLS Environmental Solutions, LLC., its employees or agents in the performance of this Agreement.

- b. Customer agrees to indemnify, save harmless and defend VLS Environmental Solutions, LLC., its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which VLS Environmental Solutions, LLC. may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

6. **Additional Provisions**

- a. Limitation of Liability – Neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT VLS ENVIRONMENTAL SOLUTIONS, LLC.' AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY VLS ENVIRONMENTAL SOLUTIONS, LLC. HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- b. Waiver – Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- c. Severability – If any section, subsection, sentence, or clause of this 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 this Agreement.
- d. Entire Agreement – In the event of a conflict, the terms and conditions of any master services agreement between the parties shall supersede the terms and conditions contained herein. In the absence of an executed master services agreement this Agreement and any Exhibits to this Agreement represent the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services. Additional, conflicting, or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by VLS Environmental Solutions, LLC. Any modifications to this Agreement shall be in writing and shall be signed by Customer and VLS Environmental Solutions, LLC.
- e. Law to Apply - The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the State of Texas and the parties agree to submit to the jurisdiction of the courts of the State of Texas in resolving any disputes arising under this Agreement.