



Waste Services Terms & Conditions

Customer Name: _____

Customer Address: _____ City: _____ ST: _____ Zip: _____

Phone: (____) _____ - _____

This Agreement is between the Customer identified above ("Customer"), and VLS Environmental Solutions, LLC ("VLS"). In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1. Term

This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter provided. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

Article 2. Services

This Agreement shall govern all lab pack, transportation, recycling, disposal, and other environmental services ("Services") provided by VLS to Customer.

Article 3. Waste Materials

Materials to be handled pursuant to this Agreement ("Materials") shall be agreed upon in advance in writing by VLS and Customer. At the time Customer requests the Services of VLS, Customer shall provide a Materials Profile Sheet or similar document ("Profile") to VLS completely and accurately describing the Materials. Customer warrants that the description of the Materials on the Waste Profile is accurate and complete; that Materials will conform to such description; that containers of Materials will be marked, labeled and otherwise conform with all applicable federal, state and local laws, regulations, and/or ordinances; that it holds clear title to all Materials to be transferred hereunder; that such Materials do not contain batteries; 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 or disposal, as applicable; 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 Materials. Any such Material not conforming to the foregoing requirements is referred to as "non-conforming."

Article 4. Transfer of Waste and Title

Materials which are discovered to be non-conforming may be rejected by VLS. Title, risk of loss and all other incidents of ownership to non-conforming Materials shall remain at all times with Customer. Unless VLS Environmental Solutions, LLC specifically provides to the contrary in writing, failure of VLS Environmental Solutions, LLC to reject non-conforming Materials shall not be deemed acceptance of the non-conforming Materials. Upon rejection of non-conforming Materials, Customer shall be responsible for all costs incurred by VLS Environmental Solutions, LLC prior to such rejection and all costs of returning all Material so rejected to Customer. Such costs shall include, but not be limited to, equipment or facility damage, remediation or corrective action, storage charges, administrative and/or legal costs, as well as any fines and/or penalties. Unless VLS Environmental Solutions, LLC specifically provides to the contrary in writing, failure of VLS Environmental Solutions, LLC to reject non-conforming Materials shall not be deemed acceptance of the non-conforming Material. Upon rejection of non-conforming Material, Customer shall be responsible for all costs incurred by VLS Environmental Solutions, LLC prior to such rejection and all costs of returning all Material so rejected to Customer. Such costs shall include, but not be limited to, equipment or facility damage, remediation or corrective action, storage charges, administrative and/or legal costs, as well as any fines and/or penalties.

Article 5. Price and Payment Terms

VLS and Customer shall agree upon the price for Services to be performed hereunder in writing prior to the commencement of work by VLS Environmental Solutions, LLC. In the event Customer terminates this Agreement prior to the completion of Services, then Customer shall pay VLS Environmental Solutions, LLC for Services satisfactorily performed through the date of termination, plus reasonable demobilization charges. Payment terms shall be net thirty (30) 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 incurred by VLS to collect any payments due under this Agreement, including reasonable attorneys' fees. The payment terms set forth herein are contingent upon the approval of VLS' Credit Department. In the event of a change in Customer's financial condition, VLS reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of VLS to exercise its rights under this article at any time shall not constitute a waiver of VLS' continuing right to do so.



Article 6. Customer Warranties

Customer warrants that it has legal title or authority to Material; that the description of the Materials on the Profile is accurate and complete; that Materials will conform to such description; that containers of Materials will be marked, labeled and otherwise conform with all applicable law; and that it has communicated to VLS those hazards known by the Customer to be associated with the handling, transportation, treatment, storage, recycling and disposal of the Materials.

Article 7. Liability & Indemnification

Each Party (“Indemnifying Party”) agrees to indemnify, save harmless and defend the other Party (“Indemnified Party”) 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 the Indemnified Party may hereafter incur, 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) the Indemnifying Party’s breach of any term of this Agreement, or (2) the negligence or willful misconduct of the Indemnifying Party, its employees, or agents. VLS shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits. Notwithstanding any term or condition of this Agreement to the contrary and, to the greatest extent allowed by law, VLS aggregate liability arising out of or in any way related to this Agreement or the Services, shall be limited to the total amount of compensation received by VLS hereunder in the twelve (12) month period preceding the event giving rise to the claim.

Article 8. Insurance

VLS and Customer shall maintain at their own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$1 million
c. General Commercial Liability	\$1 million per occurrence \$2 million aggregate
d. Automobile	\$1 million per occurrence \$2 million aggregate
e. Excess/Umbrella	\$5 million
e. Contractors Pollution Liability	\$1 million

Each Party shall furnish to the other Party certificates evidencing these insurance coverages and provide a waiver of subrogation and additional insured endorsement upon written request.

Article 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause(s) beyond its reasonable control.

Article 10. Additional Provisions

Entire Agreement: This Agreement represents the entire understanding and agreement between the parties. 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. Any modifications to this Agreement shall be in writing and shall be signed by Customer and VLS. The Parties agree that this Agreement and all other documents may be electronically executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes.

Law to Apply: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the Laws of the State Texas and the parties agree to submit to the jurisdiction of the courts of The State of Texas for any disputes arising out of this Agreement. Should any section of this Agreement be deemed illegal, invalid, or unenforceable for any reason, it shall not affect the legality, validity, or enforceability of the other sections of this Agreement.

Signatures on Following Page



Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Customer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

VLS Environmental Solutions, LLC:

Signature: _____

Printed Name: _____

Title: _____

Date: _____