

**EQ - THE ENVIRONMENTAL QUALITY COMPANY
DISPOSAL SERVICES
TERMS AND CONDITIONS**

1. The Agreement between EQ - The Environmental Quality Company and/or its affiliated companies (hereinafter "EQ") and the Waste Disposal Facility shall be governed by the following Disposal Terms and Conditions and EQ's Purchase Order. The Waste Disposal Facility may use its standard forms (such as acknowledgements of orders, invoices, and weight tickets) to administer its dealings under this Agreement for convenience purposes but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

Definitions. The following definitions shall apply for purposes of this Agreement:

"*Acceptable Waste*" shall mean any hazardous waste, special waste or non-hazardous waste as defined under applicable State or Federal law, determined by the Waste Disposal Facility as acceptable for treatment and/or disposal in accordance with this Agreement.

"*Delivered Waste*" shall mean all waste (i) which are transported, delivered, or tendered to the Waste Disposal Facility by EQ; or (ii) which EQ has arranged for the transport, delivery or tender to the Waste Disposal Facility.

"*Non-Conforming Waste*" shall mean waste that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by the Disposal Facility in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in the Waste Disposal Facility's quote; or (c) are not properly packaged, labeled, described, or placard, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

2. Identification of Waste. If requested by Waste Disposal Facility, for each waste material to be transported, delivered, or tendered to the Waste Disposal Facility under this Agreement, EQ shall provide, or cause to be provided, to the Waste Disposal Facility a representative sample of the waste material and a completed Waste Characterization Report containing a physical and chemical description or analysis of such waste material.

3. Non-Conforming Wastes. In the event that within 24 hours of Waste Disposal Facilities receipt of any Delivered Waste, Waste Disposal Facility discovers such Delivered Waste is Non-Conforming Waste, the Waste Disposal Facility may reject or revoke its acceptance of the Non-Conforming Waste. EQ shall have a minimum of fourteen (14) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the fourteen (14) day period. If EQ does not direct an alternative disposal, at its option, the Waste Disposal Facility may take reasonable measures, at EQ's expense, to make such arrangements. At its option, Waste Disposal Facility may propose in writing to provide for disposal of such Non-conforming Waste in accordance with this Agreement on such terms as are mutually acceptable. If EQ accepts Waste Disposal Facility's proposal, the parties agree that any increased fee will apply immediately, and title to the Waste Material shall have vested in Waste Disposal Facility as of the Date of initial delivery to, or possession by, Waste Disposal Facility. If EQ does not accept the Waste Disposal Facility's proposal, the parties mutually agree to negotiate in good faith over how to dispose of the Non-conforming Waste.

Plotting Waste. Waste Disposal Facility shall be responsible for plotting the location of all special waste, hazardous waste, and non-hazardous waste received by EQ, on a daily basis, to ensure that the specific location of Non-conforming waste can be readily determined and thereby minimize the expense of excavation and removal of unacceptable waste.

4. Acceptable Wastes. To the best of EQ's knowledge, the information set forth in any Waste Characterization Report or any manifest, placard or label associated with any Delivered Wastes to the Waste Disposal Facility, is and shall be true, accurate and complete as of the date of receipt of the involved waste by the Waste Disposal Facility. EQ expressly disclaims any warranty of the accuracy of any representation by the generator on any Waste Characterization report, manifest, placard or label.

5. Compliance with Laws. EQ shall comply with all applicable Federal, State and local environmental statutes, regulations, and other governmental requirements, as well as directives issued in writing by the Waste Disposal Facility from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements.

6. Updating Information. If EQ receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to the Waste Disposal Facility, or if EQ or generator (if other than EQ) has changed the process by which such waste results, EQ shall promptly report such information to the Waste Disposal Facility in writing.

7. Title to Wastes. Title to all Delivered Waste shall vest in Waste Disposal Facility as of the time such Delivered Wastes were tendered to Waste Disposal Facility. A justified written revocation of acceptance shall revert title in generator as of the time of EQ's receipt of a justified revocation of acceptance.

8. Permits. Waste Disposal Facility has, as of the date of execution of this Agreement, all permits, licenses, certificates and approvals required by valid and applicable Environmental Requirements in the jurisdiction in which the Waste Disposal Facility is located, necessary to allow Waste Disposal Facility to accept for transportation, treatment and/or disposal of the Acceptable Wastes. Waste Disposal Facility shall provide EQ with reasonable advance notice if any such permit, license, certificate or approval is to expire and not be renewed while performing obligations under this Agreement, or becomes the subject of judicial or administrative action seeking revocation or suspension.

Interruption of Services. Advance written notice shall be provided to EQ for the Waste Disposal Facilities maintenance outages or shutdowns that affect the treatment, storage and/or disposal services defined in this Purchase Order.

9. Payment. Waste Disposal Facility invoices shall be submitted to EQ for payment within 30 days of the date of service and terms are net cash, payable within 45 days from EQ's satisfactory receipt of invoices. Invoices shall be sent directly to EQ Accounts Payable listed on the Purchase Order. Waste Disposal Facility invoice(s) shall show the applicable EQ purchase order number. Invoices received without a valid EQ purchase order number shall be returned to the Waste Disposal Facility unpaid.

Waste Disposal Facility shall accompany all invoices with copies of completed and executed documents relating to all Waste Materials received for the period covered by the invoice. These documents shall include manifests, trip tickets, shipping papers, and any other documents required by applicable federal, state and local laws, rules, regulations, permits and licenses.

10. Compensation. EQ agrees to pay Waste Disposal Facility for services performed, in accordance with rates listed on the Purchase Order.

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Surcharges. If any surcharge shall apply, Waste Disposal Facility must disclose the surcharge rate in a written quote or proposal submitted to EQ. The surcharges must be itemized on the invoice. EQ will not pay any surcharge that has not been disclosed in accordance with this provision.

Price Increase Notice. Waste Disposal Facility shall provide EQ a (60) sixty day written notice of any price increase in fuel surcharges, transportation, disposal, energy surcharges, local, state or federal taxes and fees. EQ has the option to accept or reject the price increase or exercise a negotiation option with Waste Disposal Facility.

11. Dispute Resolution. The parties agree to conduct good-faith negotiations over disputes relating to this Agreement, and during the course of those negotiations the Waste Disposal Facility shall continue to perform those services, which are not in dispute. The parties further agree that any dispute arising under or relating to this Agreement, which the parties are unable to resolve within thirty (30) days by good faith negotiations, may, upon mutual agreement, be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) or the International Centre for Dispute Resolution (ICDR). The parties further agree that, if arbitrations invoked as provided for herein, the dispute shall be submitted to an arbitrator selected from the panels of arbitrators of the AAA or ICDR experienced in the matter(s) which are the subject of the dispute. If arbitration is invoked as provided for herein, the parties further agree that they will faithfully observe this Agreement and all applicable rules of the AAA or ICDR. If the arbitration procedures are not invoked, than mediation will be pursued. The mediator shall be a neutral third person acceptable to both parties.

12. Indemnification. Waste Disposal Facility shall indemnify, defend, and hold harmless EQ, its parent, subsidiaries and affiliates, and its respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees) (collectively, the "Losses"), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including Waste Disposal Facility's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effects on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or arising out of (i) Waste Disposal Facility's breach of any term or provision of this agreement, or (ii) any willful or negligent act or omission of the indemnifying party, or its employees or agents in connection with the performance of this agreement.

13. Professional Standards. The Waste Disposal Facility is providing professional services to EQ, and in accordance therewith, the Waste Disposal Facility represents to EQ that: the Waste Disposal Facility is experienced in and thoroughly familiar with all aspects of the Waste Materials Disposal services required and is properly qualified as applicable and is equipped, organized, and financially able to perform the services; the Waste Disposal Facility is experienced in and thoroughly familiar with the type of problems and hazards typically encountered in conducting the cited services; The Waste Disposal Facility will perform all services in a timely, professional and workmanlike manner consistent with the level of care and skill ordinarily exercised by members of the profession; and Waste Disposal Facility will perform all services safely and shall comply with all applicable federal, state and local laws, ordinances, and regulations.

14. Independent Waste Management Facilities. It is expressly understood that the Waste Disposal Facility is an independent agent and that neither the Waste Disposal Facility nor its employees or subcontractors are agents, employees or representatives of EQ. EQ shall not be held as a party to any subcontract entered into by the Waste Disposal Facility to perform the services. The Waste Disposal Facility shall have sole responsibility and control in implementing the services, and shall be liable for the acts and omissions of its subcontractors.

15. Shipping Documents. EQ or EQ's agent shall be responsible for preparing and delivering to the Waste Disposal Facility shipping, papers, or waste characterization profile, or manifests, which may be required for lawful transfer of Waste Materials. The Waste Disposal Facility shall comply with all requirements imposed upon it by such federal, state, or local statutes, ordinances, orders, rules, or regulations. Upon acceptance of waste, Waste Disposal Facility shall review, sign and execute documents according to the laws set forth by local, state and federal agencies.

16. Retention of Records. The Waste Disposal Facility shall maintain records relating to the services performed after completion of the services for the terms imposed by federal, state, or local statutes, ordinances, orders, rules and regulations. Records include any documents generated by or furnished to the Waste Disposal Facility under this Agreement, as well as any manifests, shipping papers, or other similar materials provided to the Waste Disposal Facility or any subcontractor.

17. Inspection/Record Keeping. Each party hereto shall have the right to inspect copies of the other's written licenses, permits and approvals issued by any governmental or regulatory entity or agency which are applicable to the performance of this Agreement. Waste Disposal Facility and EQ shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and all Environmental Requirements pertaining to transportation, treatment and disposal of Hazardous Wastes, including, but not limited to, invoices, vouchers, analytical results and manifests for the periods required under such applicable laws and regulations.

18. Blanket Purchase Orders for Disposal Services. Each specific Blanket Purchase Order issued under this agreement shall be governed by this agreement.

19. Confidentiality: Non-Disclosure.

Proprietary Information. Waste Disposal Facility and EQ agree not to use or disclose any information which the other party has advised them that it considers to be confidential, proprietary or trade secret, including financial, business and technical information and future plans. Each party agrees that in the event that it tours or gains access to the other's site(s), it shall hold in confidence anything that it observes, or any notes or reports it may prepare in connection therewith.

Survival of Obligations. The obligations of this Section shall survive the termination or cancellation of this agreement. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, (ii) is lawfully in the possession of the party at the time the information was acquired hereunder, or (iii) is required to be disclosed under law.

20. Insurance. The Waste Disposal Facility shall maintain insurance coverage in the forms and in at least the amounts specified below during the term of this Agreement and until two (2) years after the completion of the services to be performed hereunder:

Hazardous and Non-Hazardous Material Waste Disposal Facility Insurance Minimum Coverage Requirements

Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$2,000,000
Disease - Ea. Employee	\$2,000,000
Disease - Policy Limit	\$2,000,000
Commercial General Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Products/Completed OP Aggregate	\$5,000,000

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Personal Injury and Advertising	\$5,000,000
Automobile Liability	
Each Occurrence	\$2,000,000
Pollution Liability	
Each Occurrence	\$2,000,000

Waste Disposal Facility's Commercial General Liability and Automobile Liability policies shall name EQ Holdings, Inc. and its affiliated companies Attn: Purchasing Dept. 36255 Michigan Avenue, Wayne, MI 48184 as additional insured. All policies are primary and non-contributory. A Waiver of Subrogation applies on all of the policies in favor of EQ Holdings, Inc and Affiliated Companies. The above insurance limits are minimum requirements and do not constitute limits the Waste Facility's liability. Waste Disposal Facility shall write all insurances with an AM Best rating of "A" or higher. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or the Waste Disposal Facility and EQ have received reduction.

In addition to the insurance requirements, Waste Disposal Facility shall not commence work under this agreement until certified copies of required insurance has been submitted and accepted by EQ - The Environmental Quality Company and affiliated companies. EQ's acceptance of insurance submitted by the Waste Disposal Facility does not relieve or decrease in any manner the liability of the Waste Disposal Facility for performance of services under this agreement.

Waste Disposal Facility shall include all subcontractors, independent contractors, and agents as insured's under its policies or shall furnish separate certificates or endorsements for each. All coverage's furnished for subcontractors, independent contractors and agents shall be subject to the requirements stated herein.

21. Notices. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given when sent by US, registered or certified mail, postage prepaid, return receipt requested, electronic communication, or by Federal Express or other similar overnight courier, to the address of the respective party at the address stated on Purchase Order.

22. Waste Release Notification. In the event of a disposal-related release of hazardous materials, the Waste Disposal Facility shall notify EQ within 24 hours of the release. A disposal-related release includes a release, accidental spill or discharge (or threat of same) of a hazardous material (as such term as defined under any federal, state or local law) during disposal, or storage incident to disposal if the stored substance is moving under active shipping papers and has reached the ultimate consignee.

23. Release Resolution Responsibility. The Waste Disposal Facility shall bear responsibility for containment and dispositioning of the release in accordance with governing rules and regulations. The Waste Disposal Facility shall provide a written report of the release event and the manner in which it was resolved to EQ within 5 days of the release.

24. Force Majeure. Any event relied upon by the Waste Disposal Facility as justification for delay in or excuse from complying with any obligation required of the Waste Disposal Facility under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Waste Disposal Facility with respect to the acceptance and/or disposal of Waste; (iii) (a) the denial, loss, suspension, expiration, termination, failure of renewal, or (b) the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to accept and/or dispose of Waste; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of acceptance of waste, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; or (v) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste; or (vi) the failure of the Waste Disposal Facility to obtain an expansion of the Disposal Facility for the acceptance and disposal of Waste. In the event of a force majeure listed, EQ may elect to re-route the in-route waste to another Waste Disposal Facility at no additional cost or penalty to EQ.

25. Subcontracting and Assignment. Waste Disposal Facility shall not subcontract or assign any of its obligations or rights hereunder without the prior written consent of EQ.

26. Miscellaneous

Governing Law. This agreement is governed by, and shall be construed in accordance with, the laws governing the State of Michigan

Successors. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, permitted successors and assigns.

Electronic Documents. This agreement is to create an obligation between the parties using electronic commerce and it ensures that:

- a) Use of any electronic equivalent of documents (transactions) referenced or exchanged under this agreement shall be deemed an acceptable practice in the ordinary course of business.
- b) Such transactions shall be admissible as evidence on the same basis as customary paper documents.

27. Modification. This agreement represents the entire agreement between the parties hereto relating to Waste Materials Disposal services and supersedes any and all prior agreements between the parties. No terms, prior course of dealing, or understandings purporting to modify this agreement shall be in effect. In no event, shall any other terms found on any Waste Disposal Facility document be considered a modification of this agreement, even if both parties sign such documents.

28. Separability. If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

29. Cancellation. EQ by written notice to Waste Disposal Facility, without waiving any other legal rights it may have, reserves the right to cancel the whole or any part of this Agreement without charge, or postpone performance of any services, covered by this Agreement for any reason including:

- (a) Waste Disposal Facility becomes insolvent or the subject of voluntary or involuntary bankruptcy proceedings or the subject of any proceedings under any law relating to bankruptcy or the relief of debtors or the appointment of a receiver or trustee for Waste Disposal Facility or the execution by Waste Disposal Facility of an assignment for the benefit of creditors, and any such proceeding, appointment or assignment is not vacated or nullified within sixty (60) days;
- (b) Waste Disposal Facility fails to perform or breaches any of the terms of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

EQ shall not be responsible for any costs incurred by Waste Disposal Facility due to EQ's cancellation hereunder in accordance with (a)-(b) above. In the event of any such cancellation, Waste Disposal Facility by written notice to EQ shall have the right to cancel the whole or any part of this Agreement without

charge if EQ becomes insolvent or the subject of voluntary or involuntary bankruptcy proceedings or the subject of any proceedings under any law relating to bankruptcy or the relief of debtors or the appointment of a receiver or trustee for EQ or the execution by EQ of an assignment for the benefit of creditors, and any such proceeding, appointment or assignment is not vacated or nullified within sixty (60) days.

30. Setoff. EQ shall be entitled at all times to set-off any amount owing at any time from Waste Disposal Facility to EQ against any amount payable at any time by EQ under this Agreement. In addition to any right of set off or recoupment provided by law, all amount due Waste Disposal Facility shall be considered net indebtedness of Waste Disposal Facility and its affiliates/subsidiaries; and EQ shall have the right to setoff against or to recoup from any amounts due Waste Disposal Facility and its affiliates/subsidiaries from EQ and its affiliates/subsidiaries.

31. Agency. EQ is a separately incorporated entity which provides administrative services to the EQ affiliated group of companies, and EQ is their authorized agent to enter into contracts on their behalf.

32. Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed as 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, unless such waiver is in writing and signed by the party to be bound thereby.

33. Authorized Signatures. The signature of the individual signing documents related to this Agreement on behalf of the Waste Disposal Facility is considered to be a certification that the signatory is an owner or officer of the Waste Disposal Facility or an employee who has been authorized, in writing, to act as agent, on behalf of the Waste Disposal Facility. Only the purchasing manager or an officer of EQ shall be authorized to make any change orders or amendments or modifications on behalf of EQ.

34. Acceptance and Acknowledgment. Waste Disposal Facility acknowledges and accepts EQ's Disposal Services Terms and Conditions as stated in this document for all disposal work performed by the Waste Disposal Facility for EQ - The Environmental Quality Company and its affiliates.

Authorized Signature

Company *Date*

Print Name

Title