

**EQ - THE ENVIRONMENTAL QUALITY COMPANY
WASTE TRANSPORTATION SERVICES
TERMS AND CONDITIONS**

1. Definitions. *Waste Materials* refers to (a) solid, liquid, semi-solid or contained gaseous materials which may have certain physical, chemical, biological or hazardous constituents, characteristics, and properties and (b) containers or packages holding waste material(s). *Waste Materials Transportation Services* refers to transporting of Waste Materials, including all acts required to be performed by Transporter to fulfill its obligations under this Agreement.

2. Waste Materials Transportation Services. Transporter agrees that it will deliver, pursuant to the terms of this Agreement, the Waste Materials set forth in manifest(s) or other similar document(s) from time to time to designated locations.

Transporter agrees to transport the Waste Materials in a manner that is lawful and which will not create a risk of harm to public health and the environment. Transporter agrees to furnish all motor vehicles, equipment, labor and services necessary to transport and dispose the Waste Materials in accordance with this Agreement. Transporter shall properly maintain such motor vehicles and equipment, in compliance with federal, state, and local laws and regulations and Transporter warrants that it has all federal, state and local permits and licenses required to perform the work contracted herein.

Transporter agrees to furnish all personnel necessary to perform the Waste Materials Transportation Services required. Transporter has exclusive control and direction of the personnel engaged in providing transportation services. Transporter assumes full and exclusive responsibility for the payment of all premiums, contributions, and payroll taxes required by federal, state or local laws or regulations as to all personnel engaged in the performance of the services rendered hereunder and shall comply with all applicable federal, state, and local laws and regulations.

3. Blanket Purchase Orders for Waste Transportation Services. Each EQ Company specific Blanket Purchase Order issued under this agreement shall be governed by this agreement.

4. Compensation. EQ agrees to pay Transporter for services performed, in accordance with rates listed on the PO.

Tank Heels. Transporter shall notify EQ immediately if the tank trailer is determined not to be RCRA empty (>3% of the total capacity) at the time of completion of delivery of the transported load. After Transporter's notification, EQ, in its sole discretion shall advise Transporter of the measures to be taken, including but not limited to adjustment of Transporter compensation to reflect normal transportation charges, if applicable.

Fuel Surcharge. Transporters who impose a fuel surcharge when the national diesel fuel price rises above \$1.15 per gallon, must disclose the fuel surcharge rate in the form of a percentage in a written quote or proposal submitted to EQ. The fuel surcharge shall not exceed the amount necessary to compensate the payer of fuel for the amount of increase in the price of fuel in accordance with the weekly rates on the National U.S. Average On Highway Diesel Fuel Prices reported on the U.S. Department of Energy website. The fuel surcharge must be itemized on the freight bill or invoice. EQ will not pay any fuel surcharge that does not comply with this provision.

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

Transporter shall accompany all invoices with copies of completed and executed documents relating to all Waste Materials transported 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.

6. Claims. EQ shall have the right to offset the amount of any claim for loss, damage, overcharge, or duplicate payments from charges which are otherwise due the Transporter. The parties mutually agree to negotiate any disputed claim in good faith.

7. Delivery of Services. Transporter shall perform the Services in accordance with the schedules set forth with the EQ's Logistics Department staff or other indicated EQ staff. Upon the occurrence of an event causing a delay in the performance of the Services, the Transporter shall promptly notify EQ of the delay; what actions will be taken to minimize delay; state the anticipated length of the delay and the effect on the performance of the transportation services.

If the delay was caused by a failure of the Transporter (or any subcontractor thereof) to perform the services with the skill and judgment required, the Transporter shall bear the costs required to regain the schedule or costs resulting from suffering the delay. Otherwise, the parties hereto shall negotiate in good faith to address the increased costs of such delay or unforeseen circumstance.

If EQ does not promptly receive the notification described above, the Transporter shall bear any increase in costs arising out of the delay or unforeseen circumstance caused by this Transporter.

8. Force Majeure. Neither party shall be liable for failure to perform any of its obligations under this agreement during any period in which a party can not perform due to matters beyond their control, including, but not limited to fire, flood, or other natural disaster, war embargo, strike, or riot provided the party so delayed immediately notifies the other party of such delay. If Transporter's performance is

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delayed for these reasons, EQ may terminate the work by giving the Transporter notice. The work shall terminate upon receipt of such notice.

9. Confidentiality: Non-Disclosure.

Proprietary Information. Transporter 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. 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.

Survival of Obligations. The obligations of this Section shall survive the termination or cancellation of this agreement.

10. Insurance. The Transporter 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 Transporter Insurance Minimum Coverage Requirements

Workers' Compensation.....	Statutory
Employers' Liability	\$1,000,000 each employee
Commercial General Liability (Bodily injury & property damage).....	\$2,000,000 each occurrence
Automobile Liability (Bodily injury & property damage, excludes Pollution Liability).....	\$2,000,000 combined single limit
Pollution Liability or Truck Cargo.....	\$1,000,000 each occurrence

Transporter's Commercial General Liability and Automobile Liability policies shall name EQ Holding Co. 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 Holding Co., Inc and Affiliated Companies. The above insurance limits are minimum requirements and do not constitute limits on the Transporter's liability. Companies 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 Transporter and EQ have received reduction.

In addition to the insurance requirements, Transporter 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 Transporter does not relieve or decrease in any manner the liability of the Transporter for performance of services under this agreement.

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

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 Transporter shall continue to perform those Services which are not in dispute.

12. Indemnification.

General Indemnity. Transporter shall indemnify, defend, and hold EQ harmless, including affiliated or related EQ companies, and all of their 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 Transporter'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) Transporter'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. Notwithstanding the above, EQ shall not be liable for any special or consequential damages sustained by the Transporter.

Survival of Obligations. These obligations shall survive termination or cancellation of this agreement.

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13. Professional Standards. The Transporter is providing professional services to EQ, and in accordance therewith, the Transporter represents to EQ that (i) Transporter is experienced in and thoroughly familiar with all aspects of the Waste Materials Transportation Services required and is properly qualified as applicable and is equipped, organized, and financially able to perform the services; (ii) Transporter is experienced in and thoroughly familiar with the type of problems and hazards typically encountered in conducting the cited services; (iii) Transporter 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 (iiii) Transporter will perform all services safely and shall comply with all applicable federal, state and local laws, ordinances, and regulations.

14. Independent Transporters. It is expressly understood that the Transporter is an independent agent and that neither Transporter 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 Transporter to perform the Services. The Transporter shall have sole responsibility and control in implementing the Services, and shall be liable for the acts and omissions of its subcontractors. Transporter agrees that the Services shall be subject to inspection and acceptance by EQ.

15. Shipping Documents. EQ or EQ's agent shall be responsible for delivering to the Transporter shipping papers, or waste characterization profile, or manifests, which may be required for lawful transfer of Waste Materials. Transporter shall comply with all requirements imposed upon it by such federal, state, or local statutes, ordinances, orders, rules, or regulations. EQ expressly disclaims any warranty of or responsibility for the accuracy of any representation contained on any waste characterization profile or manifest.

16. Retention of Records. The Transporter shall maintain records relating to the services performed for a period of 6 years after completion of the Services. Records include any documents generated by or furnished to the Transporter under this Agreement, as well as any manifests, shipping papers, or other similar materials provided to the Transporter or any subcontractor. In addition, Transporter shall maintain service logs, hourly logs, vehicle inspection and maintenance reports or other records required by law or regulation of the U.S. Department of Transportation.

17. Marking and Placarding. The Transporter shall supply all placards as required by the Department of Transportation or Environmental Protection Agency laws. All Waste Materials transported by the Transporter shall be properly classified, described, packaged, marked, labeled, and in proper condition for transportation.

18. Loading and Off-Loading. Transporter shall have sufficient equipment and personnel for loading and off-loading within a reasonable time after notification from EQ. Transporter shall supervise and inspect the loading in compliance with all local, state, and federal laws and shall hold EQ harmless from any and all claims as a result of loading Transporter's vehicle in violation of said laws.

19. Site Selection. EQ shall select the site to which Transporter shall transport waste materials for EQ.

20. Non-Delivery of Waste Materials. Transporter shall not be required to retain possession of the waste material prior to delivery at a designated transfer, storage, or disposal facility for more than 10 days, or as may be otherwise designated by law. Should the material be refused or delivery cannot be made to the transfer, storage, or disposal facility designated by EQ, Transporter shall contact EQ for further instructions. The charges on such refused or undelivered shipments shall be based on the same rate(s), which apply from the initial point of origin to the point at which the shipment was refused or undelivered.

21. Notices Received by Transporter. The Transporter shall immediately notify EQ of receipt of any citation, notice or other writing by or from any governmental authority or any third party relating to the waste material and/or the condition thereof not being in compliance with any applicable law.

22. Transportation-Related Releases. A transportation-related release includes a release, accidental spill or discharge (or threat of same) of a hazardous material (as such term is defined under any federal, state or local law) during transportation, or storage incident to transportation, if the stored substance is moving under active shipping papers and has not reached the ultimate consignee.

23. Emergency Release Notification. In the event of a transportation-related release of hazardous materials, the Transporter shall satisfy the immediate D.O.T.'s discharge reporting requirements as well as notification of local police and fire departments, and EQ.

24. Release Resolution Responsibility. The Transporter shall bear responsibility for treatment; containment of the release and its clean up in accordance with governing rules and regulations if negligence is caused by the Transporter.

25. Training Requirements. Transporter and/or its subcontractors shall furnish current certification and/or other documentation for Transporter/subcontractor personnel as required by EQ as proof of having received the below described training:

A. Hazardous Waste Transporters:

29 CFR 1910.120 for Hazardous Waste Operations: the type of site where the services are performed shall govern the required amount of training. For an uncontrolled site, as defined per 29 CFR 1910.120.

(40) Hours of training will be required. Otherwise, twenty-four (24) hours of training will be required of all personnel as described above.

D.O.T.: Hazardous Materials Transportation training described in D.O.T. regulations (General Awareness Training, Hazardous Material Shipping Training, Hazardous Waste Transport Training, Truck Driving Training, and Chemical Safety Training (including Emergency Response, Spill Control and Personal Protective Equipment Training)).

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B. Non-Hazardous Waste Transporters:

D.O.T.: Truck Driving Training including Emergency Response, Spill Control and Personal Protective Equipment Training. Contractor or sub-contractor must comply with all applicable requirements of 49 CFR, including but not limited to PART 382, PART 383.110, PART 383.113 and PART 391 Driver's Qualifications. Contractor or sub-contractor must participate in the SafeStat (short for Motor Carrier Safety Status Measurement System) (www.ai.fmcsa.dot.gov) program sponsored and run by the Federal Motor Carrier Safety Administration (FMCSA) and be rated at or below the national average.

C. Both Hazardous and Non-Hazardous Waste Transporters:

All personnel, as described in this Section, shall hold a commercial drivers license with proper endorsements.

Other Applicable Training: All personnel, as described above in this Section, shall become familiar with EQ's health and safety plan for each controlled site; controlled as defined per 29 CFR 1910.120, and uncontrolled site. Otherwise, the Transporter shall provide a health and safety plan for its services.

Personal Protection Equipment: Transporter shall provide all personnel, as described above in this Section, the appropriate personal protection equipment to perform services.

26. Subcontracting and Assignment. Neither this agreement nor any obligations or rights hereunder may be assigned or subcontracted by either party without the prior consent of the other, except that EQ may assign or subcontract to related companies, with Transporter notice. In the event EQ gives its consent and Transporter does subcontract any services under this agreement, Transporter must require its subcontractor to be bound by the same obligations undertaken by Transporter in this Agreement, including but not limited to the insurance requirements set forth in Section 10 and indemnification requirements set forth in Section 12.

27. Miscellaneous

Governing Law. This agreement is governed by, and shall be construed in accordance with, the laws of the governing state applied to agreements executed and performed wholly within such state.

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.

28. Notice. Any notice required or permit to be given shall be in writing and shall be deemed to have been sufficiently given when sent if sent mail or courier services with written confirmation of receipt.

29. Entire Agreement: Modification. This agreement represents the entire agreement between the parties hereto relating to Waste Materials Transportation 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 Transporter document be considered a modification of this agreement, even if both parties sign such documents.

30. 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.

31. Cancellation. EQ by written notice to Transporter, 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 if:

- (a) Transporter fails to make any delivery within the time specified in this Agreement;
- (b) Transporter 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;
- (c) Transporter 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 Transporter or the execution by Transporter of an assignment for the benefit of creditors, and any such proceeding, appointment or assignment is not vacated or nullified within sixty (60) days.

EQ shall not be responsible for any costs incurred by Transporter due to EQ's cancellation hereunder in accordance with (a)-(d) above. In the event of any such cancellation, Transporter 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.

32. Utilization and Subcontracting Plan. Transporter shall comply with 15 USC Section 637 (P.L. 95-507) and Executive Orders 12138 and 11625, as amended from time to time, and the rules and regulations promulgated there under and all necessary and applicable provisions of such rules and regulations are incorporated herein by reference.

33. Setoff. EQ shall be entitled at all times to set-off any amount owing at any time from Transporter 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 Transporter shall be considered net indebtedness of Transporter and its affiliates/subsidiaries; and EQ shall have the right to setoff against or to recoup from any amounts due Transporter and its affiliates/subsidiaries from EQ and its affiliates/subsidiaries.

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34. Waiver. The failure of EQ at any time or from time to time to promptly enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision with respect to Transporter's act or failure to act to which such failure to enforce related, or to any subsequent act or failure to act, and EQ shall have a right to enforce each and every such provision at any time.

35. Electronic Documents. This agreement is to create an obligation between the parties using e 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.

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

37. Authorized Signatures. The signature of the individual signing documents related to this Agreement on behalf of the Transporter is considered to be a certification that the signatory is an owner or officer of the Transporter or an employee who has been authorized, in writing, to act as agent, on behalf of the Transporter. 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.

38. Transporter's Acceptance and Acknowledgment. Transporter acknowledges and accepts EQ's Waste Transportation Services Terms and Conditions as stated in this document for all transportation work performed by the Transporter for EQ Holding Co., and its affiliates.

Authorized Signature

Company *Date*

Print Name

Title

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