

LOGISTICS RECYCLING, INC. TERMS AND CONDITIONS

1. **General.** LOGISTICS RECYCLING, INC. (“Seller”) agrees to provide the services and/or goods (collectively, “Services”) described on the order acknowledgment attached hereto (“Order”) to the customer identified on the Order (“Customer”). The obligations and rights of Seller and Customer shall be governed solely by these Terms and Conditions (“Terms”) and the Order (collectively, “Agreement”). Seller expressly objects to, and is not bound by, any terms or conditions which attempt to impose upon Seller terms and conditions inconsistent with those set forth in the Agreement.

2. **Services.** Logistics Recycling Inc. shall itself, or through its affiliates or subcontractors, perform the services as described in Quote and Attachment A (collectively, the “Services”). Any conflict between the terms in these Terms and Conditions and Quote and Attachment A or other attachments (if any) shall be resolved in favor of (a) these Terms and Conditions, then (b) Quote and Attachment A and then (c) the other attachments (if any).

a. If the Services include processing and/or disposal of non-hazardous waste, Customer shall provide Logistics Recycling Inc. with any and all documentation required by applicable law, including a written, detailed description or analysis of such waste (“Profiled Waste”) listing its physical and chemical characteristics, and any appropriate and necessary safety and handling instructions that are material to the processing and disposal of such Profiled Waste. Profiled Waste does not include Nonconforming Waste or Hazardous Waste, as defined below. Where requested by Logistics Recycling Inc., Customer shall make available a representative sample of the Profiled Waste to be provided. Logistics Recycling Inc. shall only commence Services with respect to Profiled Waste after Logistics Recycling Inc. has issued a written approval to the Customer which approval shall become part of this Agreement.

i. Any Profiled Waste that: (a) does not conform to the description contained in the PROFILE; (b) cannot be transported, processed or disposed by Logistics Recycling Inc. in accordance with applicable law, Logistics Recycling Inc.’s or its affiliate’s or its subcontractor’s permits, or the physical requirements of its, its affiliate’s or its subcontractor’s owned and/or operated facility (each, a “Facility” and collectively, the “Facilities”) where the Profiled Waste is being disposed of; or (c) has not been approved in writing by Logistics Recycling Inc.; shall be considered nonconforming waste (“Nonconforming Waste”). Title to Profiled Waste shall only vest in Logistics Recycling Inc., its affiliate or its subcontractor, as applicable, upon acceptance of such Profiled Waste by Logistics Recycling Inc., its affiliate or its subcontractor, as applicable, at the applicable Facility. Logistics Recycling Inc., its affiliate and/or its subcontractor, as applicable, shall be entitled to reject any and all Nonconforming Waste, and in no event shall title to or liability for any Nonconforming Waste ever vest in Logistics Recycling Inc., its affiliates or its subcontractors. If Logistics Recycling Inc., its affiliates or its subcontractors reject any Nonconforming Waste, Logistics Recycling Inc. shall notify Customer within a reasonable amount of time, and Customer shall either retrieve such Nonconforming Waste, or Logistics Recycling Inc. will arrange for transportation and disposal of Nonconforming Waste on Customer’s behalf at Customer’s sole cost.

ii. Logistics Recycling Inc. reserves the right, in its sole discretion, to interrupt Services at any time due to Facility outages or if Logistics Recycling Inc. believes that acceptance of any waste poses a safety, health, operational or environmental risk.

b. If the Services include transportation, processing, and/or disposal of Hazardous Waste, the provisions of Section 1.a shall apply to the Hazardous Waste (as if the term “Profiled Waste” was replaced by “Hazardous Waste”), as applicable, provided that title to Hazardous Waste shall only transfer in accordance with applicable law and, if the Services include transfer of the Hazardous Waste through a 10-day permitted Facility, neither the owner nor the operator of that Facility will take title to the Hazardous Waste. “Hazardous Waste” shall mean any waste that is listed, has the characteristics of, or is otherwise identified as a hazardous waste or subject waste under any applicable federal, state or provincial statute or regulation, including without limitation the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder).

c. If Customer or Customer’s subcontractors are responsible for transporting Profiled Waste or Hazardous Waste to a Facility, Customer and its subcontractors shall have a limited license to enter the Facility for the sole purpose of o -loading Profiled Waste or Hazardous Waste, as applicable, at an area designated, and in the manner directed, by Logistics Recycling Inc., its affiliate or its subcontractor, as applicable. Customer shall, and shall ensure that its subcontractors, comply with all

rules and regulations related to the disposal of Profiled Waste or the disposal or transferring of Hazardous Waste, as applicable, at the Facility, including, but not limited to, access routes to the Facility, receiving hours, scale house use and tipping floor safety. Logistics Recycling Inc., its affiliate, and/or its subcontractor, as applicable, may reject Profiled Waste or Hazardous Waste, deny Customer or its subcontractors entry to the Facility and/or terminate this Agreement in the event Customer or its subcontractors fail to follow such rules and regulations. Customer shall obtain or use as transportation subcontractors only third-party transporters that have obtained, all necessary consents, permits, or licenses necessary to transport Profiled Waste and/or Hazardous Waste, as applicable. Profiled Waste or Hazardous Waste delivered by a carrier that has contracted with Customer are deemed to have been delivered to the Facility by Customer for the purposes of this Agreement. Customer and Customer’s subcontractor shall maintain levels of insurance required by Logistics Recycling Inc. under Section 7 for entrance to the Facility and shall comply with the requirements of Logistics Recycling Inc. with respect to additional insured status and waiver of subrogation.

d. If the Services include transportation of Profiled Waste or Hazardous Waste, neither Logistics Recycling Inc. nor its affiliates or subcontractors shall have ownership of or title to such materials during transit and shall only be responsible for their transport in accordance with applicable law, customary good and prudent operating practices and Customer’s direction for all pick-up and delivery locations. Customer shall be responsible for the proper and legal loading of the Profiled Waste or Hazardous Waste on vehicles provided by Logistics Recycling Inc., its affiliates or its subcontractors. Profiled Waste or Hazardous Waste transported and delivered by Logistics Recycling Inc., its affiliates or its subcontractors to a Facility as part of the Services are deemed to have been delivered to the Facility by Customer for the purposes of this Agreement.

e. If the Services include field services or other work on Customer’s site, Customer shall inform Logistics Recycling Inc. of any known hazards or risks associated with its site, and Customer represents and warrants that it maintains and shall maintain a safe working environment for Logistics Recycling Inc.’s, its affiliates’ and its subcontractors’ personnel. If Logistics Recycling Inc. discovers any hazardous or unsafe working condition, with such determination made in Logistics Recycling Inc.’s sole discretion, Logistics Recycling Inc. shall have the right to immediately cease performance under this Agreement and shall notify Customer of such unsafe condition. Customer shall immediately take action to mitigate such unsafe condition, and Logistics Recycling Inc. shall be under no obligation to continue performing any of the Services until such action is complete and the site is safe. Customer shall inform Logistics Recycling Inc. in writing of any site-specific requirements or conditions that will impact the performance of the Services prior to the commencement of Services. Customer shall ensure unobstructed access to Customer’s site and all areas to be serviced.

f. In the event of a spill or release of waste delivered by Customer while such waste is in Customer’s control, Customer shall contain and clean up the spill or release in accordance with applicable laws and Logistics Recycling Inc. guidelines, and shall reimburse Logistics Recycling Inc. for all costs, expenses, fines and penalties incurred by Logistics Recycling Inc., its affiliates and/or its subcontractors in connection with such spill or release

3. **Terms of Payment.** Customer shall pay Seller for the Services in accordance with the price schedule set forth on the Order. Customer shall reimburse Seller for all sales, use or excise taxes of any kind assessed on the Services provided. Payment shall be made within thirty (30) days from the date of Seller’s invoice, unless otherwise agreed in writing by Seller. Outstanding balances not paid when due shall be subject to a late charge accruing from the date of Seller’s invoice at the rate of the lower of eighteen percent (18.00%) per annum or the maximum interest allowable under applicable state law. Customer shall pay any collection fees and reasonable attorneys’ fees incurred by Seller in its effort to collect amounts due and owing pursuant to the Agreement. Seller’s scale weights and measures shall govern for invoicing purposes; estimated weights entered on the bill of lading or manifest by either Seller or Customer shall be for shipping purposes only. Payment shall be made in United States dollars.

4. **Credit Approval.** Performance of the Services shall at all times be subject to the approval of Seller’s credit department. Seller may at any time decline to perform the Services or any part thereof except upon receipt of payment in advance or upon such other payment terms as are acceptable to Seller’s credit department.

5. Work Schedule. Seller shall provide the Services in accordance with a work schedule acceptable to Seller ("Work Schedule").

6. Access and Safety. Customer shall provide Seller with safe access at all reasonable times during the Work Schedule to the materials identified on the Order to be transported and disposed of by Seller ("Materials"). Seller reserves the right at any time to decline to perform any portion of the Services it determines, in its sole discretion, to be unreasonably safe.

7. Packaging. Only containers that conform to Seller's specifications and all applicable regulations and laws may be used in the packaging of the Materials. Customer shall provide the necessary containers to transport the Materials or shall purchase such containers from Seller. In the event Seller's assistance is required for packaging the Materials, Customer shall pay Seller the fees specified in Seller's price quotation. Containers must be sealed and properly labeled prior to transportation by Seller. Seller is authorized to charge Customer a per label fee for each label Seller uses to comply with Department of Transportation ("DOT") regulations.

8. Loading. Unless otherwise agreed to in writing by Seller, the Materials shall be loaded at the Customer's place of business, and Customer shall make available to Seller such qualified personnel as may be necessary to assist Seller in performing the Services at such location. Customer shall pay Seller the fees specified in Seller's price quotation in the event Seller spends in excess of one (1) hour assisting Customer with loading Materials on Seller's vehicle(s). Unless Seller has contracted to provide such equipment, Customer shall provide a forklift or other appropriate equipment to load containers onto Seller's vehicle(s). Customer or its authorized agent must be physically present during loading to execute any shipping document.

9. Title. Title to the Materials shall transfer to Seller upon the earlier to occur of: (i) loading the Materials on Seller's vehicle; or (ii) delivery of the Materials to Seller's facility. Notwithstanding the foregoing, Seller shall have the right at any time to reject or revoke acceptance of any Materials that do not materially conform to the description of the Materials provided by Customer to Seller. Seller is authorized to charge Customer an off-specification fee not to exceed Two Hundred Fifty Dollars (\$250.00) in the event of any such non-conformity, in addition to additional disposal costs incurred by Seller in connection with such Materials, including without limitation the full amount of transportation and disposal costs of such Materials.

10. Intellectual Property. Customer acknowledges and agrees that it is not acquiring any right, title or license in or to Seller's intellectual property or other proprietary rights.

11. Seller's Warranties. Seller represents and warrants to Customer that: (i) Seller is qualified to perform the Services; and (ii) Seller shall perform the Services in compliance with all applicable regulations and laws. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER.

12. Customer's Warranties. Customer represents and warrants to Seller that: (i) Customer has good and merchantable title to the Materials, free and clear of all liens and encumbrances; (ii) the Materials materially conform to the description of the Materials provided by Customer to Seller; and (iii) all Materials packaged and labeled shall comply with Seller's specifications and all applicable regulations and laws, to the extent such Materials were not packaged and/or labeled by Seller.

13. Cancellation. Customer shall not cancel or defer any Order, except with Seller's prior written consent.

14. Indemnification. Seller shall indemnify and hold Customer (and its successors, assigns, directors, officers, employees, representatives and agents) harmless from and against any claim, loss, damage, action, demand, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from Seller's: (i) negligence or intentional misconduct; and/or (ii) breach of the Agreement. Customer shall indemnify and hold Seller (and its successors, assigns, directors, officers, employees, representatives and agents) harmless from and against any claim, loss, damage, action, demand, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from Customer's: (i) negligence or intentional misconduct; (ii) use, ownership or maintenance of the Materials; and/or (iii) breach of the Agreement.

15. Limitation of Liability. In no event shall Seller be liable for any consequential, incidental, indirect, special or exemplary damages, whether arising under contract, warranty, tort or strict liability. Notwithstanding anything contained herein to the contrary, Seller shall not be liable to Customer for any amount exceeding the purchase price set forth on the Order.

16. Force Majeure. Seller shall have no liability to Customer or third parties for any delay in, or failure of, performance caused by circumstances beyond its direct control, including without limitation acts of God, fire, flood, war, governmental action, major equipment failure, accidents, labor disputes, strikes, shortage or inability to obtain materials, equipment, power or transportation. If delay is caused by any such circumstances, Seller shall have the option to cancel the Agreement, without liability to either Seller or Customer.

17. Assignment. Customer shall not assign its rights or obligations under this Agreement or any interest therein without Seller's prior written consent. Any assignment without such consent shall be void.

18. Miscellaneous. The laws of the State of Wisconsin shall govern the validity, interpretation and construction of the Agreement. The waiver by Seller of a breach of any provision of this Agreement shall not be deemed a waiver by Seller of any subsequent breach. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Agreement may only be amended by a written agreement executed by both parties. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

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