

VLS Recovery Services, LLC. Terms of Quotation.

1. Transfer of Waste and Title

- a. Except for nonconforming waste materials, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Client to VLS Recovery Services, LLC. at the time VLS Recovery Services, LLC. takes possession of and removes waste materials from the place of transfer, or at the time VLS Recovery Services, 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 Recovery Services, LLC. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with Client. 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 Recovery Services, 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 Recovery Services, LLC. to be non-conforming, if in VLS Recovery Services, LLC. possession, shall be prepared for lawful transportation by VLS Recovery Services, LLC. and returned to Client within a reasonable time after rejection by VLS Recovery Services, LLC., unless the parties agree to an alternative and lawful manner to dispose of the waste materials. Client shall pay VLS Recovery Services, LLC. at agreed rates for the handling, loading, preparing, transporting, storing, and caring for and, if applicable, disposing of such non-conforming waste materials.

2. Price and Payment Terms

- a. All prices set forth in this quotation shall be valid for thirty (30) days from the date displayed on page 1 of this quotation.
- b. Sales Tax shall be in addition to the prices set forth in the quotation unless the Client is exempt from such taxes. It is the Client's responsibility to notify VLS Recovery Services, LLC. of any tax exempt status. In the event Client is sales tax exempt, a tax exempt certificate must be received by VLS Recovery Services, LLC. at the time of acceptance of this quotation.
- c. Payment terms shall be net fifteen (30) days from the date of invoice. Interest may 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. Client shall be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by VLS Recovery Services, LLC. to collect any payments due under this Agreement, including reasonable attorneys' fees.

3. VLS Recovery Services, LLC. Warranties

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

4. Client Warranties

- a. Client warrants that it is under no legal restraint or order which would prohibit the performance of the Services by VLS Recovery Services, LLC. Client 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. Client 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 Client has knowledge.
- b. Client warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to VLS Recovery Services, LLC. will conform to such description; that containers of waste materials transferred to VLS Recovery Services, 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 Recovery Services, LLC. for transportation and disposal; and that it has communicated and will communicate to VLS Recovery Services, LLC. during the term hereof those hazards known by the Client to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.

5. Indemnification

- a. VLS Recovery Services, LLC. agrees to indemnify, save harmless and defend the Client, 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 Client 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 Recovery Services, LLC.'s breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of VLS Recovery Services, LLC., its employees or agents in the performance of this Agreement.
- b. Client agrees to indemnify, save harmless and defend VLS Recovery Services, 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 Recovery Services, 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) Client's breach of any term or provision of this Agreement, (2) the negligence or willful misconduct of the Client, its employees or agents in the performance of this Agreement and (3) any non-conforming waste provided by Client.

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; provided that the foregoing shall not apply to any fees, assessments or penalties against VLS Recovery Services LLC as a result of an indemnifiable claim which shall be considered direct damages and indemnified pursuant to 5b above.

NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CLIENT AGREES THAT VLS RECOVERY SERVICES, LLC.' AGGREGATE LIABILITY TO CLIENT, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, 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 RECOVERY SERVICES, 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 in this quotation. 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 Client shall be void and are hereby expressly rejected by VLS Recovery Services, LLC. Any modifications to this Agreement shall be in writing and shall be signed by Client and VLS Recovery Services, 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 for any disputes arising under this Agreement.

7. Acceptance of Service

- a. Acceptance of any service under this quotation shall constitute an unconditional acceptance of these TERMS OF QUOTATION.