

COVANTA ENVIRONMENTAL SOLUTIONS, LLC TERMS AND CONDITIONS (T&Cs)

TERMS AND CONDITIONS

1. Services. Covanta Environmental Solutions, LLC. (“Covanta”) shall itself, or through its affiliates or subcontractors, perform the services as described on the applicable Solutions Proposal (“Proposal”), which may include transportation (collectively, the “Services”).

a. In the event that the Services include processing and/or disposal of non-hazardous waste (“Waste”), Customer shall provide Covanta with any and all documentation required by applicable law, including a written, detailed description or analysis of such 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 Waste (a “Waste Profile”). Where requested by Covanta, Customer shall make available a representative sample of the Waste to be provided. Service commencement with respect to a Waste shall only occur after Covanta has issued a written approval to the Customer which approval shall become part of this Agreement (as such term is defined below).

i. Any Waste that does not conform to the description contained in the Waste Profile, cannot be transported, processed or disposed by Covanta in accordance with applicable law, Covanta’s permits, or the physical requirements of its facilities, or which has not been approved in writing by Covanta, shall be considered nonconforming waste (“Nonconforming Waste”). Title to Waste shall only vest in Covanta or its subcontractor, as applicable, upon acceptance of such Waste by Covanta at a Covanta facility or by subcontractor at subcontractor’s facility. Covanta 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 Covanta or its subcontractor. If Covanta rejects any Nonconforming Waste, Covanta, shall notify Customer within a reasonable amount of time, and Customer shall either retrieve such Nonconforming Waste, or direct Covanta to arrange for transportation and disposal of Nonconforming Waste on Customer’s behalf. Additional charges will apply for additional handling, processing, transportation, or disposal of Nonconforming Waste on Customer’s behalf.

ii. Any Waste that contains information subject to the Health Insurance Portability and Accountability Act of 1996 or the regulations enacted thereunder (collectively, “HIPAA”), or which contains personally identifiable information shall be considered Nonconforming Waste, unless Covanta has approved the materials in writing to the Customer, the conditions of such approval shall become part of this Agreement. Additional charges will apply to HIPAA material or material that contains personally identifiable information.

iii. Nothing contained within this Agreement shall be construed or interpreted as requiring Covanta to assume the status of “Generator,” as that term appears within any federal, state or provincial statute or regulation governing the treatment, storage or disposal of Waste.

iv. If applicable, it shall be Customer’s responsibility to provide to Covanta classified formulary in accordance with federal,

state and local requirements, including but not limited to the Resource Conservation and Recovery Act and any regulations promulgated by the Drug Enforcement Administration. It shall be Customer’s responsibility to maintain the accuracy of such formulary, updating it periodically to accurately reflect current pharmaceuticals used by Customer, any applicable changes in the law.

v. If the Services involve disposal of waste at one of Covanta’s Energy-from-Waste facilities, Covanta reserves the right, in its sole discretion, to interrupt deliveries of such Waste at any time.

b. In the event that the Services include Customer or Customer’s subcontractors transporting Waste to a Covanta facility, Customer and its subcontractors shall have a limited license to enter the disposal facility for the sole purpose of off-loading Waste at an area designated, and in the manner directed, by Covanta. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations related to disposal of Waste at the facility, including, but not limited to, access routes to the facility, receiving hours, scale house use, and tipping floor safety. If Customer is providing transportation of Waste to one of the Covanta’s facilities, Customer or Customer’s subcontractor shall maintain levels of insurance required by Covanta in Section 7 below. Covanta may reject Waste, deny Customer or its subcontractor’s entry to its facility and/or terminate this Agreement immediately in the event Customer or subcontractor’s fail to follow such rules and regulations.

c. In the event that the Services include transportation of Waste or hazardous waste, as that term is defined by applicable state and federal law (“Hazardous Waste”), neither Covanta nor its affiliates or subcontractors shall have ownership of or title to such materials, 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. If Customer provides its own transportation, or arranges for transportation on its behalf, Customer or its subcontractors shall comply with all safety rules and requirements associated with the respective Covanta site that will be receiving Waste, or transferring Hazardous Waste, as the case may be, including but not limited to those supplied to customer with Covanta approval documentation or onsite. Customer shall obtain, or use only third party transporters that have obtained, all necessary consents, permits, or licenses necessary to transport materials.

d. In the event that the Services include work on Customer’s site, Customer shall inform Covanta 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 Covanta’s personnel. In the event that Covanta discovers any hazardous or unsafe working condition, with such determination made in Covanta’s sole discretion, Covanta 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 Covanta 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 Covanta in writing of any site specific requirements or conditions that will impact the performance of the Services prior to the commencement of Services.

e. In the event that the Services include the transport or transfer through a 10-day permitted facility of Hazardous Waste, the provisions of Section 1 (a) (i) –(v) of these Terms & Conditions shall apply to such Hazardous Waste as applicable.

2. Fees/Payment/Taxes. The prices associated with the Services shall be set forth on the applicable Proposal. Each invoice total shall be subject to the current Environmental, Insurance, and Security Fee set forth in your Proposal and for more information on the fee visit www.covanta.com/forms [which shall be exclusive of any taxes or fees imposed by any governmental agency]. Customer shall make payment within 30 days of the date of Covanta's invoice. Customer shall be responsible for the payment of any sales taxes associated with the Services. Amounts owed to Covanta after each invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law. Customer shall also pay Covanta's reasonable investigation costs and attorney's fees for purposes of collection of amounts owed by Customer. At Covanta's option, based on the results of a credit check, Covanta may require, and Customer shall provide as security, an escrow fund or a payment bond sufficient to cover the performance of the Services. In the event that Customer owes a past due balance, Covanta shall have the right to cease performing the Services and terminate this Agreement.

3. Representations & Warranties.

a. Covanta represents and warrants that (i) it has secured all permits, consents, and licenses necessary to perform the Services, (ii) it will perform the Services in a good and workmanlike manner and in accordance with standard prudent industry practices, and (iii) it will at all times perform the Services in compliance with applicable law.

b. Customer represents and warrants that (i) all information it provides in the Waste Profile or otherwise as necessary for the Services is true and correct, (ii) there are no hidden dangerous or hazardous conditions at its sites where Covanta will perform Services, (iii) the materials provided to Covanta under this Agreement shall not contain any Nonconforming Waste, (iv) it will at all times comply with applicable law.

4. Indemnification. Each party (the "Indemnitor") hereto shall defend, indemnify and hold harmless the other party and its respective partners, parent companies, subsidiaries, and affiliates (an "Indemnified Party"), from and against any and all costs, losses, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, and injuries to or death of persons, including Indemnified Party's employees, caused by or resulting from (i) a breach of this Agreement, (ii) negligence or willful misconduct of the Indemnitor, its employees, haulers, contractors, subcontractors or agents, or (iii) a failure to comply with applicable law, except to the extent that such damages or loss are caused by the Indemnified Party's own negligence or misconduct. Said duties to indemnify, defend and hold harmless shall survive the termination of this Agreement.

5. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR IN ANY OTHER CAUSE OF ACTION WHATSOEVER.

6. Force Majeure. Except for the obligation to pay for services rendered, no parties hereto shall be liable for its failure to perform hereunder due to events beyond its reasonable control, including, but not limited to, a Change in Law, strikes, riots, war, fire, or acts of God, herein called "Events of Force Majeure." Change in Law shall mean (a) the enactment, adoption, promulgation, implementation, repeal or modification after the Effective Date of any Federal, state, county, city or local law, charter, ordinance, code, rule, regulation, guideline, policy, standard or similar requirement, or change in interpretation or enforcement thereof, or (b) the imposition after the Effective Date of any material conditions on the issuance, maintenance or renewal of any permit or consent, which in the case of Covanta establishes, individually or in the aggregate, requirements that materially increase the operating and/or capital costs of Covanta and/or its Affiliate and/or have a material adverse effect on a party's ability to perform its obligations hereunder. The financial inability to perform of a party is not an Event of Force Majeure.

7. Insurance. Covanta shall maintain, and furnish to the Customer, upon request, certificates attesting to the existence of, workers' compensation insurance providing statutory benefits, employer's liability insurance with policy limits of not less than \$1,000,000, automobile and commercial general liability insurance with policy limits of not less than \$5,000,000 each occurrence for bodily injury or death and property damage, and pollution liability insurance having a minimum limit of \$2,000,000 per occurrence. Coverage can be obtained through a combination of primary and excess insurance. Each such certificate shall contain a statement of the insurer's obligation to notify the other party at least 30 days prior to cancellation of any policy covered thereunder. If the Services include Customer or Customer's subcontractors transporting Waste to a Covanta facility, Customer shall also maintain or cause its subcontractors to maintain the insurance policies described above and shall cause the aforesaid liability policies (with the exception of workers' compensation, employers liability and pollution liability) to be duly and properly endorsed by its insurance underwriters as follows: a) to provide an endorsement naming as additional insured; b) to contain a standard cross liability and severability clause; c) to provide that said insurance shall be primary in with respect to Covanta's insurance, which shall be secondary and non-contributing at all times; and d) to provide contractual liability coverage. If the Services include Covanta or Covanta's subcontractors performing work on Customer's site, Customer shall maintain commercial general liability insurance with policy limits of not less than \$1,000,000 each occurrence for bodily injury or death and property damage.

8. Term/Termination. The Term of this Agreement shall be as set forth on the Proposal. Any obligation of any party for the payment of money which arose prior to the date of termination shall survive termination.

9. Choice of Law. This Agreement the governing law should be the state in which the services is being performed; provided that if the work is performed in multiple states, the laws of the state of Delaware shall apply.

10. Confidentiality. Covanta and Customer shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, any information regarding the other party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within its knowledge in the performance of this Agreement. This clause does not prevent disclosures required by law. The foregoing obligations shall survive the termination of this Agreement for a period of 3 years.

11. Advertising/Publicity. Neither party shall use the name of the other party or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior written consent of the other party.

12. Entire Agreement/Merger. These terms and conditions, together with any executed Proposal and any written approvals from Covanta to Customer, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein (collectively, the "Agreement"), and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Proposal or any written approval letter from Covanta to Customer, the statements in the body of this Agreement shall control.

13. Amendment/Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

14. No Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver

thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Successors/Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Covanta shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.