



## WASTE TRANSPORTATION, TREATMENT AND/OR DISPOSAL SERVICES

### TERMS AND CONDITIONS

**1. Application.** These Specific Terms and Conditions shall apply to all of Contractor's Services that involve the transportation, treatment, storage, disposal, handling, and/or recycling services of waste or discarded material generated, managed, or provided by Customer (the "Waste Services"). Contractor's applicable General Terms and Conditions are set forth on Contractor's website at

[https://www.usecology.com/Libraries/Customer\\_Service\\_Documents/Cover\\_and\\_General\\_Terms\\_and\\_Conditions.sflb.ashx](https://www.usecology.com/Libraries/Customer_Service_Documents/Cover_and_General_Terms_and_Conditions.sflb.ashx) and are hereby incorporated by reference.

**2. Waste Identification.** Customer shall submit to Contractor a completed Waste Product Questionnaire or other identifying document provided by Contractor ("WPQ") containing a physical and chemical description or analysis of the waste material to be subject to the Waste Services. Customer shall also submit a representative sample of the waste material upon request of Contractor. Nothing herein shall require Contractor to perform an exhaustive analysis of the waste material in order to identify each and every constituent or contaminant contained therein, nor shall any such sampling, analysis, or measurement relieve Customer of its responsibility to ensure conformance of the waste material with the specifications set forth in the WPQ. Contractor and Customer shall execute a Statement of Work detailing the Waste Services. Contractor makes no guarantee that it will handle any waste material or any particular quantity or type of waste material, and Contractor reserves the right to decline performance of the Waste Services. Customer shall promptly furnish to Contractor any information regarding known, suspected, or planned changes in the composition of the waste material. Further, Customer shall promptly notify Contractor of any change in the characteristic or condition of the waste material which becomes known to Customer subsequent to the date of the WPQ. Customer shall also promptly notify Contractor if Customer receives information that any waste material, or any component of such, handled, or to be handled, by Contractor under this Agreement, presents or may present a hazard or risk to persons, property, or the environment which was not previously disclosed to Contractor by Customer, or if Customer has changed the process by which such waste material results.

**3. Nonconforming Waste.** "Nonconforming Waste" shall mean waste material that: (i) deviates from the warranties, descriptions, specifications, or limitations stated in the WPQ or contained in any representative sample or supporting information (including analyses); (ii) has constituents or components of a type or concentration not specifically identified in the WPQ; (iii) could alter the nature or extent

of the cost, hazard, or risk undertaken by Contractor in performing the Waste Services; or (iv) is not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation, United States Environmental Protection Agency, or any other applicable federal, state, or local laws, regulations, restrictions, permit conditions, or requirements, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Toxic Substances Control Act, as amended; and the Resource Conservation and Recovery Act of 1976, as amended (collectively, "Laws"), or would cause Contractor to be in noncompliance with any permit or other authorization.

**4. Warranties.** Customer hereby warrants that (i) the waste material to be delivered to Contractor will conform to the description provided in the WPQ and any representative samples or supporting information (including analyses); (ii) Customer will not deliver or provide Nonconforming Waste to Contractor; (iii) the data and information Customer provided to Contractor regarding and waste material is correct and in accordance with all applicable Laws; and (iv) Customer has advised Contractor of all known potential health and environmental problems associated with the waste material.

**5. Title and Liability.** Title to the waste material, together with all responsibility and liability in connection therewith, shall pass to Contractor upon Contractor's acceptance of the waste material at Contractor's facility unless, as set forth on a Statement of Work, transportation and shipment of the waste material is the responsibility of Contractor, in which event title, responsibility, and liability shall pass upon delivery to and acceptance by Contractor at the commencement of transportation and shipment. Title and liability for Nonconforming Waste shall at all times remain with Customer, notwithstanding the fact that physical possession of Nonconforming Waste may have passed to Contractor. Contractor retains the right to reject title and liability and revoke acceptance of waste material which, in Contractor's sole discretion, is or becomes Nonconforming Waste. Upon notice from Contractor of Nonconforming Waste, Customer shall have 7 days to direct an alternative lawful manner of disposition of the Nonconforming Waste, unless it is necessary by reason of law or otherwise to move the Nonconforming Waste prior to expiration of the 7 day period. If Customer does not direct an alternative disposal, Contractor may, at its option, return Nonconforming Waste to Customer or other location. Customer agrees to pay or reimburse Contractor for all costs and expenses incurred by



Contractor in connection with the receipt, handling, sampling, analyses, transportation, repackaging, and return to Customer, or other location, of Nonconforming Waste. If it is impossible or impractical for Contractor to return the Nonconforming Waste to Customer, Customer shall reimburse Contractor for all costs, of any type or nature whatsoever, incurred by Contractor solely because such delivered waste material was or became Nonconforming Waste (including, but not limited to, all costs associated with any remedial actions related to other waste material with which the Nonconforming Waste may have been commingled, and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Nonconforming Waste).

**6. Loading and Transportation.** Shipment of waste material shall be the responsibility of Customer unless otherwise provided for on a Statement of Work. Customer shall be responsible for proper and legal loading of waste material on vehicles provided or arranged for by Contractor. The parties agree and understand that reasonable, justified refusal by drivers or other employees of Contractor or its subcontractors to load, transport, handle, dispose of, and/or recycle Nonconforming Waste will not be considered a breach of these Specific Terms and Conditions.

**7. Taxes, Fee, Surcharge or Other.** Unless otherwise agreed in writing, all state waste surcharges are the responsibility of Customer and will be included on Contractor's invoice. The amount of any increase in such surcharges due to imposition of any additional taxes, fees, or surcharges will be passed on to Customer. All prices as set forth on the Statement of Work may be increased for any new tax, tariff, fee, surcharge, or other charge for Waste Services that become effective during the Term of the Agreement and that Contractor is required to collect and/or pay to any federal, state, local, or other governmental entity or agency.