



EMERGENCY RESPONSE SERVICES

TERMS AND CONDITIONS

- 1. Application.** These Specific Terms and Conditions shall apply to the performance of emergency services including, but not limited to, industrial cleaning, emergency spill response, remediation, UST closures, hazardous and non-hazardous waste transportation, railroad emergencies and railcar maintenance, waste disposal, and recycling services (the "Response Services"). Contractor's 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 and are hereby incorporated by reference.
- 2. Authorization.** Due to the nature and immediate action required under Response Services, Customer authorizes Contractor to: (i) use whatever procedures Contractor, in its sole discretion, deems necessary and reasonable; (ii) utilize the number of employees Contractor, in its sole discretion, determines is necessary and reasonable to perform the Response Services; and (iii) determine the type and quantity of equipment and supplies that Contractor, in its sole discretion, deems necessary and reasonable to perform the Response Services in a safe and environmentally secure manner.
- 3. Procedure.** Customer shall contact Contractor to identify an incident requiring Response Services (a "Response"). The specific scope of each respective Response shall be determined by Contractor in its sole discretion based upon the facts and circumstances pertaining to the Response, which include but are not limited to the type, volume, and nature of the material released into the environment. Customer shall immediately provide Contractor with any and all information pertaining to the incident, facility (surface and subsurface), equipment, and any material in any way related to the Response.
- 4. Generator Number.** If the material for which the Response Services are required is identified by any federal, state, local, or other governmental entity or agency or applicable federal, state, or local law, regulation, restriction, permit condition, or requirement as "hazardous," then, as a condition precedent to the performance of the Response Services by Contractor, Customer shall obtain a federal generator number from the United States Environmental Protection Agency (an "EPA ID"). Until such time as Customer has obtained an EPA ID, Contractor shall be allowed to store the Response material on Customer's property where the material is collected or at such other location at Customer's cost.
- 5. Waste Identification.** Customer warrants and represents that it will provide Contractor with a true, correct, and complete physical and chemical description of the Response material and advise Contractor of all known or suspected hazards or risks incidental to the handling, transportation, storage, disposal and/or recycling of said material. In the event that the Response Services include the transportation of hazardous substances, Customer shall select the disposal or treatment facilities that said hazardous substances are to be taken. Contractor shall not select the disposal or treatment facilities, unless otherwise agreed in writing between Contractor and Customer. Contractor, upon request of Customer, may recommend suitable disposal or treatment facilities and may assist in securing all necessary approvals for disposal or treatment.
- 6. Sign-Off Sheets.** Contractor may from time to time (up to once a day) deliver to Customer a Sign-Off Sheet (a "Sign-Off") itemizing the associated charges for labor, equipment, subcontractors, per diem, disposal estimates, and any other charges incurred since the initial mobilization or last Sign-Off. A Sign-Off must be signed and dated by an authorized representative of Customer within twenty-four (24) hours of receipt from Contractor and time is of the essence. In the event a Sign-Off is not signed and dated by Customer's authorized representative within such twenty-four (24) hour period, Contractor retains the option to demobilize from the scene and terminate the Agreement and/or any Statement of Work. Contractor assumes no risk or liability for mitigation of the incident or future claims resulting from such demobilization. All costs and expenses leading up to the demobilization are the responsibility of Customer. Customer acknowledges the risk of further contamination, damage, and liability that may arise if Contractor demobilizes upon Customer's failure to execute a Sign-Off (such an event referred to as a "Service Stoppage"). Customer assumes all of the risks and liabilities of or related to a Service Stoppage and accepts full responsibility, and agrees to indemnify and hold Contractor harmless, for any and all injuries (including death), damages, liabilities and accidents that may occur as a result of, relating to, or arising out of a Service Stoppage.