



## INDUSTRIAL SERVICES

### TERMS AND CONDITIONS

**1. Application.** These Specific Terms and Conditions shall apply to the performance of industrial services including, but not limited to, tank cleaning, manhole flushing, containment, removal or remediation of contamination by petroleum or petroleum products or hazardous, toxic, radioactive, or infectious substances (collectively, the "Industrial Services") at the site designated by Customer (the "Site"). Contractor's General Terms and Conditions are set forth on Contractor's website at

[https://www.usecology.com/system/files/2019-08/Industrial%20Services%20Terms%20and%20Conditions\\_0.pdf](https://www.usecology.com/system/files/2019-08/Industrial%20Services%20Terms%20and%20Conditions_0.pdf) and are hereby incorporated by reference.

**2. Exclusions to Industrial Services.** Unless expressly included on a Statement of Work, the following are expressly excluded from Industrial Services: (i) phase one assessments; (ii) removal or remediation of any contamination of soils or ground water at the Site by petroleum or petroleum products (collectively, "Oil") or hazardous or toxic substances, including any substances regulated under any applicable federal, state, or local laws or regulations, including, but not limited to, the Resource Conservation and Recovery Act of 1976, as amended (collectively, "Hazardous Materials"); (iii) mechanical compaction of backfill, dewatering before installation, or filling tanks with liquid following installation; (iv) pump-out or disposal of product, water, or other contents from existing tanks; (v) installation of anchor systems, foundations, shoring, or other support devices; and (vi) concrete, blacktop, water, sewer, electricity, or other outside services.

**3. Information.** Prior to Contractor's performance of the Industrial Services, Customer shall submit to Contractor the following (collectively, the "Information"): (i) any and all information pertinent to the Industrial Services; (ii) topographic, property, boundary, and right-of-way surveys of the Site and other relevant information about Site conditions; (iii) Material Safety Data Sheets related to Hazardous Materials located at the Site; (iv) contingency plans related to the Site; (v) environmental permits related to the Site; and (vi) any other information concerning known or suspected Hazardous Materials, contamination by Oil or Hazardous Materials, or any other conditions requiring special care at the Site.

**4. Customer Requirements.** Customer shall: (i) provide or arrange for access and make all provisions for Contractor to enter any Site where Industrial Services are to be performed; (ii) submit to Contractor a complete description, including the accurate location, of all underground objects and structures at the Site, including, but not limited to, wells, tanks, and utilities, and hold harmless and defend Contractor against all claims related to or arising out of damage to underground objects or structures not properly identified on such description; and (iii) inform the owner of the Site (if different from Customer) of any contamination by or release of Oil or Hazardous Materials at the Site; and (iv) submit to Contractor a complete and accurate description and characterization of any waste material.

**5. Manifests.** Prior to Contractor's removal from the Site of any Oil or Hazardous Materials, Customer shall sign any required hazardous waste manifests in conformance with all applicable federal, state, or local laws, regulations, or requirements, listing Customer as the generator of the waste material. Customer shall arrange for such other person to sign such manifest as may be required. Contractor shall not directly or indirectly assume title to own or be deemed to possess any waste materials handled or removed from the Site, including Oil and Hazardous Materials. Nothing in the Agreement shall be construed to make Contractor a "generator" as defined in the Resource Conservation and Recovery Act of 1976, as amended, or any similar laws governing the treatment, storage, or disposal of waste material.

**6. No Guarantee.** Contractor's assessment; number of investigations, observations, and analyses; number of samples collected; and number of tests performed (collectively, the "Assessments") are necessarily limited by budgetary and time constraints, and such Assessments by their very nature are not entirely representative of what is being investigated, observed, analyzed, or sampled. Contractor therefore does not guarantee that all sources of possible contamination will be identified or that all constituents or contaminants will be detected, identified, remediated, or removed.

**7. Restoration.** Contractor will exercise reasonable care to minimize damage to the Site. Notwithstanding the foregoing, Customer acknowledges that some damage may occur in the normal course of performing



the Industrial Services, even if Contractor exercises due care. Customer acknowledges and agrees that Contractor shall not be liable for such damage. In the event Customer requests Contractor to perform restoration services not expressly included on a Statement of Work, Customer shall submit to Contractor a Change Order.

**8. Customer Warranties.** Customer represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the Site or of any contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to Contractor in writing.

**9. Product Warranties.** If manufactured products are purchased by Contractor and furnished to Customer or incorporated into the work, Contractor will assign to Customer any warranties provided by the manufacturer, to the extent such warranties are assignable, and Customer's sole recourse will be against the manufacturer. Full risk of loss of materials and equipment furnished by Contractor shall pass to Customer and Customer shall be responsible for protecting them against theft and damage; provided, however, Contractor shall retain full title and reserves the right to repossess the materials or equipment until Customer pays Contractor in full.

**Changed Conditions.** As the Industrial Services are performed, conditions may change or circumstances outside Contractor's reasonable control may develop (collectively, a "Change") which would require Contractor to expend additional costs, effort, or time to complete the Industrial Services. In the event of a Change, Contractor will notify Customer and an equitable adjustment will be made to the Statement of Work. Unless otherwise specified in writing, the Statement of Work is based on the assumption that Contractor will not encounter any underground structures, utilities, boulders, rock, water, sand, or other unanticipated conditions in the course of performing the Industrial Services, and Contractor shall be compensated for any additional efforts expended or costs incurred in addressing such conditions. If Hazardous Materials, Oil, and/or hazardous conditions of any type or quantity not originally anticipated are discovered at the Site, Contractor, in its sole direction, may suspend or terminate the Agreement and/or Statement of Work. Contractor shall be compensated for Industrial

Services and costs reasonably incurred prior to the effective date of such suspension or termination.