



## RETAIL SERVICES

### TERMS AND CONDITIONS

**1. Application.** These Specific Terms and Conditions shall apply to all of Contractor's Services that involve the program set up, compliance kits, collection supplies, collection, transportation, handling, and disposal services of waste or discarded material (including, but not limited to, flammable solids, aerosols, biohazards, pharmaceuticals, and other retail waste material) generated, managed, or provided by Customer, or other related retail services (the "Retail Services"). Contractor's applicable General Terms and Conditions are set forth on Contractor's website at <https://www.usecology.com/system/files/2019-08/Retail%20Services%20Terms%20and%20Conditions.pdf> and are hereby incorporated by reference.

**2. Statement of Work; Waste Identification.** Contractor and Customer shall execute a Statement of Work detailing the Retail 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 Retail Services. Customer shall 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. Project Coordinators.** Customer and Contractor will each designate a project coordinator ("Project Coordinator") who will be responsible for coordinating work performed under a Statement of Work. At the reasonable request of Customer's Project Coordinator, the Project Coordinators will schedule and attend status meetings regarding the Retail Services. The location of such meetings will be mutually selected by the Project Coordinators and may be held telephonically.

**4. Sites.** Contractor will provide the Retail Services at the sites set forth on the Statement of Work (individually a "Site" and collectively the "Sites").

**5. Services.** Contractor will provide the Retail Services on an on-call or on-request basis or as otherwise set forth on the Statement of Work. Contractor and Customer will comply with any other service procedures and/or requirements set forth on the

Statement of Work. Upon the written request of Customer, Contractor will provide manifests, reports, or other documentation setting forth the Retail Services provided, Sites serviced, and waste materials removed.

**6. Site Access; Interference.** Customer grants to Contractor and its employees, agents, and subcontractors ("Contractor Parties") reasonable access and a right of entry to the Sites for the purposes of fulfilling Contractor's obligations under the Agreement. Customer shall be solely responsible for all aspects of site access and security, and for obtaining any necessary permission from any third-party property owners. Contractor Parties will enter the Sites through approved access points. When Contractor Parties are at a Site, Customer and its employees, agents, and representatives will not unreasonably interfere with the performance of the Retail Services. Further, Customer and its employees, agents, and representatives will act to reasonably facilitate Contractor's performance of the Retail Services.

**7. Identification.** Contractor Parties performing the Retail Services will carry identification designating their affiliation with Contractor.

**8. Safety.** Contractor will comply with reasonable safety procedures delivered in writing by Customer to Contractor in advance of performance of the Retail Services.

**Taxes, Fee, Surcharge or Other.** Unless otherwise agreed in writing, all state surcharges are Customer's responsibility 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 Retail 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.