



## SERVICE AGREEMENT

Customer Name & Billing Address: _____	Customer Service Location: _____
Contact Phone: (____) _____	Contact Phone: (____) _____

ART Customer Service (800) 401-4988	ART Contact: _____
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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representative.

<b>CUSTOMER</b>	<b>AMERICAN REMEDIAL TECHNOLOGIES</b>
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

### TERMS AND CONDITIONS

This Service Agreement, consisting of the terms and conditions set forth herein and on the reverse side hereof, and set forth on the profile sheet, in the confirmation letter, and such supplemental contract documents as are described herein (all of the forgoing being collectively referred to as the "Agreement"), is made as of the date shown above by and between the customer named above ("Customer") and American Remedial Technologies ("ART")

#### 1. ORDERING SERVICES

Customer may provide ART with proposal solicitation, purchase order, or other equivalent document requesting particular Services which Customer wishes ART to perform. Customer shall provide ART with a Profile Sheet describing all waste materials with respect to which Services will be performed and, when required by ART, a representative sample of such waste materials.

Upon ART's agreement to perform the particular Services requested by Customer, ART shall issue to Customer a supplemental contract document in the form of a written confirmation letter describing the scope of the particular Services to be performed by ART and containing all other terms applicable to ART's engagement to perform the Services. By (a) shipping its waste materials to ART in the manner specified in or pursuant to such confirmation; or (b) issuing a notice to proceed to ART; or (c) authorizing ART to perform the Services in such other manner as may be agreed by parties, Customer shall be deemed to have accepted the terms of such confirmation. In no event shall ART have an obligation to perform particular Services hereunder until the waste materials are accepted and waste conformity confirmed by ART at their facility. In the event of changes in the scope of Services to be performed, the parties agree to execute a change order reflecting such changes.

#### 2. COMPENSATION OF WASTE

In the event Customer's waste materials do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, ART and Customer shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and/or correct any improper containerization, marking or labeling to enable ART to accept such non-conforming waste materials at their facility. If the parties cannot within a reasonable time after ART notifies Customer the waste materials are non-conforming, resolve the same as set forth above, Customer, at its expense, shall make prompt arrangements for the removal of such non-conforming waste materials from ART's facility at which they are located to another lawful place of deposition.

*(see back side for additional terms and conditions)*

## TERMS AND CONDITIONS CONTINUED

### 3. PRICING

For Services performed hereunder, Customer shall pay ART the fee specified in the confirmation to be furnished by ART to Customer. ART may at any time, upon not less than 30 days written notice to Customer, increase or decrease such a fee. If waste materials to which such fee applies are delivered to ART, or if Services is performed by ART more than 30 days after Customer's receipt of notice of such change, Customer shall be deemed to have accepted such changed fee and the supplemental contract document(s) relating to such Services shall be deemed to have been amended accordingly.

### 4. PAYMENT

Payment terms shall be net thirty days from invoice upon credit approval from ART. In the event that ART is required to undertake collection procedures or legal action for collections of past due payment, ART shall be entitled to recover interest at 1½% per month, collection and court costs, and reasonable attorneys' fees.

### 5. ART WARRANTIES

ART is generally engaged in the business of performing Thermal Desorption / Recycling Services with respect to waste materials and has developed the requisite expertise to perform the particular Services agreed to by Customer and ART hereunder. ART represents that all facilities it owns and/or operates and utilized to perform Services hereunder shall have all permits, licenses, certificates or approvals required under applicable laws and regulations for such Services. ART will perform Services for Customer in a safe and workmanlike manner, and in compliance with all statutes, ordinances, laws orders, rules, and regulations applicable to the Services.

### 6. CUSTOMER WARRANTIES

Customer represents and warrants to ART that:

- a. The description of and specifications pertaining to its waste materials in the Profile Sheet is and at all times will be true and correct in all material respects, and waste materials tendered to ART will at all times conform to the description and specifications contained in the Profile Sheet;
- b. Customer has made available all information it has regarding the waste materials and if Customer receives information that the waste materials described in a Profile Sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the Profile Sheet, Customer will promptly report such information to ART;
- c. In the event Customer is not the Generator of the waste materials (as defined in 40 CFR 260.10), Customer has all necessary authority to enter into this Agreement with respect to such waste materials;
- d. Customer shall comply with all applicable statutes, ordinances, laws, orders, rules, and regulations, and shall provide ART or its contractors a safe work environment for Services performed on any premises owned or controlled by Customer.

### 7. EXCUSE OF PERFORMANCE

The performance of this Agreement, except for the payment of money relating to services already performed, may be suspended by either party in the event such performance is prevented, impaired, or delayed by any cause beyond the reasonable control of all reasonable efforts to resume performance promptly.

### 8. CUSTOMER INDEMNIFICATION

Customer agrees to indemnify and save harmless ART and its officers, directors, employees, agents, and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs, and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees) which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules, or regulations, to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission, or willful misconduct of customer or its employees, agents, or contractors in the performance of this Agreement.

### 9. ART INDEMNIFICATION

ART agrees to indemnify and save harmless Customer and its officers, directors, employees, agents, and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs, and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules, or regulations, (a) to the extent caused by ART's breach of the Agreement, or by ART's sole negligent act, or the willful misconduct of ART or its employee in the performance of this Agreement, or (b) arising out of ART's treatment, reuse, or disposal under this Agreement of Customer's conforming waste materials.

### 10. NO CONSEQUENTIAL DAMAGES

In no event shall either party be responsible to the other for consequential, incidental, indirect, special, or punitive damages in connection with this agreement, whether based in contract, tort, strict liability, statute, or otherwise.

### 11. INSURANCE

ART shall procure and maintain throughout the term of this Agreement liability insurance covering its activities under this Agreement in at least such amount(s) as are required by applicable laws and regulations. ART shall provide a standard certificate of insurance to Customer evidencing such coverage upon request.

### 12. TERM

Either party may terminate this Agreement upon not less than 30 days' written notice.

### 13. NOTICES AND AMENDMENTS

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all previous agreements. This agreement may only be amended in writing signed by both of the parties. Notices to be given hereunder shall be in writing and sent to the address of the other party as set forth herein.

### 14. GOVERNING LAW

This Agreement shall be governed by the laws of the state of California without regard to conflicts of law provisions.