

TERMS AND CONDITIONS

1. **APPLICABILITY.** These terms and conditions (these "Terms," and together with the Service Agreement, if any, this "Agreement") govern the provision of Services (defined below) by Granger Waste Services ("Granger") to you, Granger's Customer ("Customer," "you," "your," and, together with Granger, the "Parties"). No edit, addition, strikeout or other modification to these Terms shall be effective unless signed by both Parties. These Terms supersede all other agreements, including any of your general terms and conditions, regardless of whether or when you communicated them to Granger. Your acceptance of Granger's Services shall constitute acceptance of this Agreement, including these Terms. If these Terms conflict with the Service Agreement, the Service Agreement will control any such conflict.

2. **TERM.** This Agreement shall remain in effect during the term specified in the Service Agreement, and if no term is specified, until the end of the current calendar year (the "Term"). The Term shall automatically renew for additional Terms of 12 months each unless either Party gives written notice of termination at least 90 days, but not more than 180 days, before the Term expires. For Residential Curbside Service only, the Term shall be the current calendar month, and shall automatically renew for additional Terms of 1 month each unless either Party gives written notice of termination before the Term expires.

3. **SERVICES.** You grant to Granger the exclusive right to provide you with the services described in the Service Agreement and any other services mutually agreed to by the Parties (the "Services") during the Term. Granger shall have a right of first refusal to match any offer relating to services similar to those provided hereunder upon termination of this Agreement, and you shall give Granger prompt written notice of any such offer and a reasonable opportunity to respond to it.

4. **GRANGER'S PLEDGE TO YOU.** Granger will perform the Services using its equipment and personnel in a professional and workmanlike manner. If Granger fails to perform as required in this Agreement, you may terminate this Agreement unless Granger cures the failure within 10 business days after receipt of your written notice.

5. **PAYMENT AND FEES.** You agree to pay Granger's fees for Services, and to reimburse Granger for all other fees, taxes and surcharges which may be imposed from time to time on the management of Waste (defined below), within 25 days of the date of Granger's invoice. You shall pay a late payment fee on all past due amounts accruing from the date of invoice at a rate of 18% per annum or \$10.00, whichever is greater, or if less, the maximum amount allowed by law. If Granger does not receive your payment by the due date, Granger may suspend performance of all Services until payment has been made in full. Granger may increase its fees from time to time to reflect increases in the Consumer Price Index, and to account for any increase in transportation, fuel, or disposal costs; any change to the characteristics of your Waste; any change in law; or any cost increase due to circumstances beyond Granger's control. Granger will not increase its fees for other reasons without your consent, which may be indicated in writing, verbally, or through the Parties' actions.

6. **ACCESS.** You will ensure that your premises are accessible and, in a condition to allow Granger to enter and perform the Services. You represent, warrant and covenant that the surfaces on your premises will be sufficient to bear the weight of Granger's equipment and vehicles, and you accept all risk of damage and release Granger from all claims and damages that may arise from Granger entering your premises to perform Services (e.g., damage to driveway, pavement, curbs, lawns, etc.).

7. **EQUIPMENT.** All equipment furnished by Granger shall remain Granger's property; however, you shall have custody and control of the equipment and shall be responsible and liable for all loss or damage to the equipment and for its contents while at your premises. You shall use the equipment only for its intended purpose and shall comply with all of Granger's guidelines on equipment usage. At the termination of this Agreement, you shall either return the equipment to Granger in the condition in which it was provided, normal wear and tear excepted, or pay Granger's replacement costs.

8. **WASTE ACCEPTANCE.** You represent, warrant and covenant that all of the materials that you provide to Granger or place in Granger's equipment ("Waste") (i) will not contain any hazardous, radioactive,

infectious, or toxic waste or substance that is inappropriate for disposal at a municipal solid waste landfill, and (ii) will not contain any material that Granger designates as unacceptable in the Service Agreement or on Granger's website located at www.grangernet.com, in each case as may be amended from time to time in Granger's sole discretion. Waste which meets these requirements shall be "Acceptable Waste" unless Granger designates otherwise. Waste which does not meet these requirements (whether in Granger's possession or otherwise), including any other Waste that may be comingled within the same container, shall be considered "Unacceptable Waste." Granger reserves the right to deem certain special Waste streams (e.g., industrial process waste, demolition waste, contaminated soils, etc.) as Unacceptable Waste unless approved by Granger as Acceptable Waste on a case by case basis, based on the specific characteristics of the Waste determined by Granger in its sole discretion.

9. **WASTE REJECTION.** Granger shall have the right, but not the obligation, to (i) refuse or reject any Waste at any time and at Granger's sole discretion, and (ii) inspect all vehicles and containers of Waste. Title to any and all Unacceptable Waste shall remain with you at all times.

10. **TERMINATION.** Granger may terminate this Agreement upon notice to you if you: (i) fail to pay any amount when due under this Agreement; (ii) are in default of any obligation in this Agreement, in whole or in part; or (iii) become insolvent, file a petition for bankruptcy or commence or have commenced against you proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

You may terminate this Agreement if Granger is in default of any obligation in this Agreement and such default remains uncured for 10 business days after receipt of your written notice of the default. If you terminate this Agreement prior to the expiration of any Term for any reason other than Granger's default, or if Granger terminates this Agreement under this paragraph, you agree to pay the most recent monthly charges multiplied by the number of months remaining in the Term. You will remain responsible for all amounts due for Services performed prior to the date of termination.

11. **INDEMNITY.** You agree to indemnify, hold harmless, and defend Granger and its subsidiaries from and against any and all costs, damages, or liability Granger or its subsidiaries may incur as a result of bodily injury (including death), property damage, or violation or alleged violation of law, arising out of or in connection with (i) any Unacceptable Waste, (ii) your breach of this Agreement, or (iii) your negligent acts or omissions or willful misconduct. The indemnification obligations stated in this paragraph survive the termination of this Agreement.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT; DIMINUTION IN VALUE; OR FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL GRANGER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO GRANGER PURSUANT TO THIS AGREEMENT IN THE 3-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. **LIMITATION ON WARRANTY.** EXCEPT AS EXPRESSLY STATED HEREIN, GRANGER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES.

13. **MISCELLANEOUS.** This Agreement shall be governed by the laws of the State of Michigan. No waiver of a breach shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation. No modification, release, discharge or waiver of any provision or obligation hereof shall be effective unless in writing signed by all Parties. If any provision of this Agreement is held unenforceable, this Agreement shall remain in effect and be construed without regard to such provision. This Agreement constitutes the entire understanding between the Parties, replacing and amending any prior agreements, and shall be binding upon all Parties, their successors and assigns. Granger is an independent contractor, and is not an agent, nor an authorized representative of Customer. All notices shall be considered as having been given upon: (i) receipt if delivered personally or electronically, or (ii) being placed in the mail, postage prepaid addressed to the Party's address stated in the Service Agreement or to such other address as may be given to the other Party in writing. .