



## TERMS AND CONDITIONS TO DISPOSAL AGREEMENT

1. **Applicability.** These terms and conditions (these “Terms,” and together with the accompanying Disposal Agreement, any applicable schedule thereto and any applicable Waste Disposal Ticket issued by Granger in connection with the Services, collectively the “Agreement”), govern the provision of Services (defined under Services) by Granger Waste Services (“Granger”) the Customer named on the Disposal Agreement (Granger and Customer are, collectively, the “Parties”). Customer agrees and understands that Granger may periodically make changes to these Terms, and that those changes will be effective ten (10) days after posted on Granger’s website located at [www.grangerwasteservices.com/terms](http://www.grangerwasteservices.com/terms). In the event of any conflict between these Terms and the Disposal Agreement or any applicable Waste Disposal Ticket, the terms of the Disposal Agreement shall control.
2. **Services.** Granger agrees to accept and dispose of your Acceptable Waste (defined under Waste) described on the Disposal Agreement or any applicable Waste Disposal Ticket in accordance with the terms of this Agreement (“Services”) using Granger’s equipment and personnel.
3. **Access to Granger’s Facility.** While Customer is present at Granger’s facility: (i) Customer shall have custody and control of its equipment and shall bear responsibility and liability for all loss or damage to its equipment and for its contents; (ii) Customer shall comply with all instructions and directions provided by Granger personnel or by posted signage; (iii) Customer shall comply with the policies and procedures listed in Granger’s Safety Requirements for Independent Haulers, Contractors and Site Visitors, which may be found on Granger’s website located at [www.grangerwasteservices.com/sitesafety](http://www.grangerwasteservices.com/sitesafety) and which are incorporated into this Agreement by reference.
4. **Term.** This Agreement shall remain in effect during the term specified in the Disposal 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.
5. **Waste.** The Customer represents, warrants and covenants that all of the materials presented to Granger (“Waste”) (i) will not contain any hazardous materials or substances, radioactive materials or substances or toxic waste or substances, that are inappropriate for disposal at a municipal solid waste landfill, also called “Type II landfills,” and (ii) will not contain any materials that Granger designates as unacceptable in the Disposal Agreement, on any applicable Waste Disposal Ticket, or on Granger’s website located at [www.grangerwasteservices.com/waste-acceptance-guidelines/](http://www.grangerwasteservices.com/waste-acceptance-guidelines/), 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. Any Waste which does not meet these requirements (whether in Granger’s possession or otherwise), including any other Waste that may be commingled within the same container, will be referred to in this Agreement as “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. Title in and to Acceptable Waste shall pass to Granger when it is in Granger’s possession or control. Title to all Unacceptable Waste shall remain with Customer at all times. If Customer delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste, unless determined otherwise in Granger’s sole discretion. Granger may, but is not required to, use reasonable efforts to separate Unacceptable Waste from Acceptable Waste at Customer’s sole cost.
6. **Rights of Refusal/Rejection.** Granger has the right, but not the obligation, to (i) refuse, or to reject, any Waste at any time and for any reason, and (ii) inspect all vehicles and containers of Waste, including Customer vehicles, to determine whether the Waste is Acceptable Waste or Unacceptable Waste. Granger’s exercise, or failure to exercise, its rights under this Agreement does not relieve Customer of its responsibilities or liability under this Agreement. Customer is responsible for, and bears all reasonable expenses and damages incurred by Granger, related to Unacceptable Waste. Granger may also, in its sole discretion, require Customer to promptly remove any Unacceptable Waste.
7. **Continuing Compliance.** Customer has a continuing obligation to inform Granger of any information that may affect the acceptability of the Waste. Customer will comply with all of Granger’s requests for evidence of continuing compliance with the terms of the Agreement, including but not limited to any or all of the following: (i) providing new, updated Waste profiles on the Waste offered for disposal, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the Disposal Agreement, (iii) resampling the Waste at Customer expense if reasonable cause exists as to its acceptability under the terms of this Agreement, or (iv) allowing Granger to resample the Waste at Customer’s expense if reasonable cause exists as to its acceptability under the terms of this Agreement.
8. **Customer’s Obligations.** In all matters relating to the collection, transportation and disposal of Waste under this Agreement, Customer will comply with all applicable laws, regulations, rules and orders. Customer will: (a) cooperate with Granger in all matters relating to the Services, including complying with Section 3 (Access to Granger’s Facility), Section 5 (Waste), and Section 6 (Rights of Refusal/Rejection), (b) respond promptly to any request from Granger to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Granger to perform the Services in accordance with



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the terms of this Agreement; (c) provide any materials or information that Granger may request to enable Granger to carry out the Services in a timely manner, and ensure that such materials or information are complete and accurate; and (d) obtain and maintain all necessary licenses and consents, and comply with all applicable laws in relation to the Services, before Granger starts providing the Services. If Customer or its agents, subcontractors, consultants or employees in any way prevent or delay Granger from providing the Services, Granger will not be deemed in breach of the Agreement or otherwise liable for any costs or losses incurred by Customer, in each case, to the extent such costs or losses arise directly or indirectly from such prevention or delay.

9. Fees and Expenses; Payment Terms; Interest on Late Payments. 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 under Waste), 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.
10. Insurance. While Customer is present at Granger's facility, Customer shall maintain the following insurance: (i) Commercial General Liability with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, (ii) Auto Liability with limits of at least \$1,000,000 combined single limit, and (iii) Workers Compensation with coverage meeting required statutory limits. Customer shall promptly produce certificates of such insurance upon Granger's request. Customer shall list Granger as Additional Insured on both auto and general liability policies.
11. Representation and Warranty. Granger will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and Granger will devote adequate resources to meet Granger's obligations under this Agreement. Granger will not be liable for breaching this warranty unless, within three (3) days of the time when discovered or ought to have discovered that the Services were defective, Customer provides written notice reasonably describing the defective Services. If Customer provides timely notice, Granger will, at its option, either: (i) repair or re-perform such Services, or (ii) credit or refund the price of such Services at the pro rata contract rate. THE REMEDIES SET FORTH IN THIS SECTION 8 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND GRANGER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 8, GRANGER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
12. LIMITATION OF LIABILITIES. IN NO EVENT SHALL GRANGER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GRANGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GRANGER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO GRANGER PURSUANT TO THE APPLICABLE AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
13. Termination. In addition to any remedies provided under this Agreement, Granger may terminate this Agreement effective immediately upon Customer's receipt of Granger's written notice if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, file a petition for bankruptcy or commence or have commenced against Customer proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Customer may terminate this Agreement effective upon ninety (90) days' written notice if Granger materially breaches any obligation in this Agreement and such breach remains uncured for ten (10) days.
14. Indemnification. To the fullest extent authorized by law, Customer will indemnify, defend and hold harmless Granger and Granger's subsidiaries, affiliates and parent corporations, and all respective officers, directors, lenders, employees, subcontractors and agents (collectively, "Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees, (collectively, "Damages") arising under any laws, regulations, ordinances or common law, arising out of or in connection with (i) any Unacceptable Waste that Customer presents to Granger, (ii) Customer's breach of this Agreement, or (iii) Customer's or Customer's employees' or agents' negligent acts or omissions. Customer is also responsible for all costs Granger incurs due to its reasonable concerns as to the content or characteristics of the Waste following discovery of potentially Unacceptable Waste. The indemnification and obligations stated in this paragraph survive the termination of this Agreement for a period of five (5) years.



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15. Liability Waiver. Customer agrees and acknowledges that (i) the operation of a waste disposal facility may involve dangerous activities, (ii) you assume the risk of injury or harm from entering Granger's facility, and (iii) Customer is responsible for its own insurance coverage in the event of injury or damage that occurs in connection with the Services. CUSTOMER HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES TO HOLD HARMLESS GRANGER AND ITS SUBSIDIARIES FROM ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OR NATURE WHICH ARISE OR MAY HEREAFTER ARISE, IN CONNECTION WITH OR ARISING OUT OF THE SERVICES. CUSTOMER AGREES THAT GRANGER IS NOT RESPONSIBLE FOR INJURIES OR DAMAGES SUSTAINED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THE SERVICES, WHETHER THE INJURIES OR DAMAGES ARE DUE TO GRANGER'S NEGLIGENCE OR ANY OTHER CAUSE. YOU ASSUME FULL LIABILITY FROM THE TIME THE SERVICES BEGIN UNTIL THEY ARE COMPLETED OR WHILE YOU REMAIN AT GRANGER'S FACILITY. CUSTOMER AGREES AND OBLIGATES ITSELF TO HOLD GRANGER AND ITS SUBSIDIARIES FREE AND HARMLESS FROM ANY AND ALL LIABILITY FROM ANY CLAIMS OF THIRD PERSONS IN CONNECTION WITH OR ARISING OUT OF THE SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THIS RELEASE DISCHARGES GRANGER AND ITS SUBSIDIARIES FROM ANY CLAIM THAT CUSTOMER MAY HAVE AGAINST GRANGER OR ITS SUBSIDIARIES WITH RESPECT TO INJURIES OR DAMAGES INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THE SERVICES.
16. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan. No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement. No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force or effect, unless in writing signed by all Parties to this Agreement. Each Party shall treat as confidential and not disclose to others (other than such Party's officers, directors, affiliates, attorneys, and agents) during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the other Party's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of either Party or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Party. If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision. This Agreement constitutes the entire understanding between the Parties, replacing and amending any prior agreements between the Parties, and shall be binding upon all Parties hereto, their successors, heirs, representatives and assigns. It is the understanding and agreement of the Parties that Granger is an independent contractor, and is not an agent, nor an authorized representative of Customer. All notices herein provided for shall be considered as having been given upon: (i) receipt if delivered personally or electronically; or (ii) being placed in the mail, certified postage prepaid addressed to Granger or Customer at the address herein set forth in this Agreement or to such other address as may be given to the other Party in writing. Any delays in or failures of performance of a Party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party affected, including but not limited to, acts of God; changes in regulations or laws of any government; strikes or other concerted acts of workers; fires; floods; explosions; riots; wars; rebellions; and sabotage; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.