

## YOUNG'S STANDARD TERMS AND CONDITIONS

THIS Agreement is by and between Young's Environmental Cleanup, Inc (hereinafter referred to as "Young's") and the client and/or customer (hereinafter referred to as "client"). Both parties agree that the following provisions shall be part of the proposal/agreement.

1. **PROJECT:** The client hereby enters a contract with Young's to perform the scope of work (hereinafter referred to as the scope of work or project) as described on the proposal. The scope of work as set forth by Young's is an integral part of this proposal/agreement and shall control Young's obligations to provide services. Any services not expressly or implicitly included with those specified in this proposal/agreement as determined by Young's are not covered by this agreement.
2. **CONSIDERATION:** The client agrees to pay Young's for all services rendered in accordance with the price quotation on the proposal and incorporated herein by reference. All price quotations are based on normal work conditions. All abnormal conditions, other than those set forth in the proposal may result in additional charges that will be billed in accordance with Young's standard time and materials rate sheet in effect when services are rendered. As used herein, abnormal conditions include, but are not limited to, buried structures/utilities, high water table, unstable soil, buried debris, buried footing and/or foundations, excessive concrete, rebar, conduit, running sand, changes in atmospheric conditions in confined spaces, non-pumpable hardened materials, changes in waste characteristics before or during the course of the project, unexpected material and/or waste containerization and storage, project delays out of Young's control, tanker washouts, freezing material, etc. In addition, any and all services subsequently necessary to be provided by Young's that are not specifically stated in the scope of work portion of the proposal will be invoiced in accordance with Young's standard time and material rate sheet in effect when services are rendered, with or without an amendment signed by both parties.
3. **PERFORMANCE:** Young's shall exercise due care in performing the services under the terms of this proposal/agreement, but Young's makes no warranty, expressed or implied, with respect to any services performed under this proposal/agreement. The client recognizes that the state of practice, particularly with respect to environmentally hazardous or nonhazardous conditions, is changing and evolving. Young's shall not be liable for delays caused by weather, strikes, or accidents. Young's shall not be liable for any claim, damage, cost or expense, including attorney fees, or other liability not directly and solely caused by the negligent acts, errors or omission of Young's. In no event shall Young's be liable for any incidental or consequential loss or damage to the client's property in connection with the performance of services hereunder. In any event, the liability of Young's hereunder shall not exceed the lessor of \$50,000.00 or the aggregate of all fees paid to Young's by client with respect to the project. The client shall give written notice to Young's of any claim of negligent act, error or omission within two (2) months after the completion of the work performed by Young's. Failure to give written notice herein required shall constitute a waiver of said claim by client.
4. **TERMINATION:** This proposal/agreement may be terminated by either party upon five (5) days prior written notice. In the event of termination, Young's shall be paid up to the effective date of termination for all services rendered by it and all costs incurred.
5. **PAYMENT:** Young's shall invoice for services rendered and all costs incurred. The client agrees to pay Young's within thirty days (30) of the invoice date, or sooner if outlined as such in the proposal. If the client becomes delinquent in payment of any sum due, Young's reserves the right to immediately discontinue performance of any remaining services or work that needs to be completed hereunder in addition to pursuing any legal or equitable remedies. Further past due invoices shall be subject to interest at the rate of one and one half percent (1.5%) per month on the unpaid balance, or the highest lawful rate, whichever is highest. The client further agrees to pay Young's any and all attorney fees, cost and expenses, incurred in the collection of any delinquent amounts due and to enforce the terms of this proposal/agreement. If client has insurance that covers all or part of the services, client will remain responsible for full payment based upon these terms and conditions. If the client doesn't comply with the required paperwork to complete the project (i.e. disposal or other items), the client will be held responsible for additional charges including storage fees accrued during the delay or processing.
6. **DEPOSIT:** Before work commences Young's may require the client to pay a deposit which shall be paid prior to any work beginning by Young's. The deposit if required, shall be applied against all charges for services rendered by Young's. Depending on the expenses and duration of the work, additional deposits may be required or in certain cases the full amount shown on the proposal may be due prior to the start of any work by Young's.
7. **ARBITRATIONS:** At Young's discretion any dispute arising under this proposal/agreement may be arbitrated. Any arbitration award shall be binding and enforceable by a court of competent jurisdiction. Venue for the arbitration shall be in Genesee County, Michigan. The arbitration shall be conducted by a single arbitrator. If the parties cannot agree upon an arbitrator, then the arbitrator shall be selected by the Genesee County Circuit Court. If a proceeding is brought before the Genesee County Circuit Court to enforce this arbitration provision or to select an arbitrator, the court shall maintain continuing jurisdiction of the proceeding to rule on discovery disputes for the enforcement of the award, if any, and to otherwise oversee the arbitration proceeding. The client further agrees and understands that it shall bear all costs and expenses associated with the arbitration and as for these costs and expenses they shall be due and payable in the same manner and under the same terms as invoices are as outlined in Section 5 herein.
8. **INSURANCE:** Upon request, Young's shall furnish client a written description of insurance coverage's then being maintained by Young's which may be related to the performance of services by Young's under this proposal/agreement. No oral representations regarding such insurance shall be binding upon Young's.
9. **COST ESTIMATES:** Young's has no control over the cost of certain materials or supplies or disposal of environmentally contaminated materials. Thus any estimates of such costs are not warranted by Young's. Further, due to the uncertainty of certain environmental work, the client authorizes Young's to determine the type and duration of labor and the quantity of material and supplies that Young's feels are necessary and reasonable in the handling of the work in a safe and environmentally secure manner. Storage containers for any type of waste stored on-site or off-site will be billed at the quoted rate or if no rate has been provided, will be billed at current market rates (plus 15%) for the same or similar container for each day the container is in use.
10. **INDEMNITY:** Client agrees to indemnify, defend them, protect, and hold harmless Young's, its officers, employees and agents from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney fees) relating in any way to the performance of services by Young's under this proposal/agreement; provided, however, that the client shall not be obligated to indemnify Young's for any injury or damage caused directly and solely by the negligent acts, errors, or omissions of Young's.
11. **SITE SECURITY:** Client is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party or municipality for use of their respective lands. The client will provide access to the site of work and will obtain all necessary permits and pay the costs of such permits unless specifically included in the scope of work.
12. **FEDERAL/MICHIGAN RIGHT TO KNOW COMPLIANCE:** In compliance with Michigan Right to Know Law and the Federal Hazard Communication Standard, client shall provide Young's with a detailed list of all hazardous substances and chemicals located upon the site which employees and agents of Young's may be exposed to under the terms of this proposal/agreement.
13. **WAIVER:** No waiver, discharge, or renunciation of any claim or right of Young's arising out of a breach of this proposal/agreement by client shall be effective unless in writing and signed by Young's and supported by separate consideration.
14. **GOVERNING LAW:** This proposal/agreement shall be deemed to have been made in Genesee County, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan and each of the parties agrees that it will bring any action or proceeding for the enforcement of any right, remedy, obligation or liability arising under or in connection with this proposal/agreement in accordance with the provisions of Section 7 herein, solely in the court system in the County of Genesee.
15. **ACCEPTANCE:** Pricing is valid for not more than 60 days from the date of the proposal. This proposal/ shall not be effective until the proposal is signed by a duly authorized representative of Young's. Further, the client with or without signing the proposal hereby agrees to the provisions of this proposal/agreement when ordering the work to be commenced or when accepting the services rendered by Young's.
16. **NON-LIABILITY AND EXISTING CONDITIONS:** Client acknowledges that Young's and it's subcontractors have played no part in the creation or existence of any hazardous waste, pollution sources, nuisances or chemical or industrial disposal problem which may exist, and that Young's has been retained for the sole purpose of performing the services as defined in the scope of work. Young's shall not be liable to client or any third party for any damages to client's property, nor shall Young's be liable for any environmental damage outside the scope of this proposal/agreement and for which Young's has not agreed to provide services. The client shall indemnify and hold Young's harmless against all damages, losses and claims resulting from but not limited to: chemical exposure or any injury to unauthorized on-site personnel, floating and or shifting tanks; damage done to existing or new concrete flatwork through normal usage of equipment; barricading holes; and/or an open hole that cannot be backfilled for reasons beyond Young's control.
17. **AMENDMENTS:** This proposal/agreement represents the entire understanding and agreement between the parties hereto and supersedes any prior oral or written agreements or representations. This proposal/agreement may be amended only by a written agreement executed and signed by Young's which expressly refers to this proposal/agreement.