

EXHIBIT A
YOUNG'S ENVIRONMENTAL CLEANUP, INC.
Purchase Order Terms & Conditions

1. **DEFINITIONS:** As used in these Terms & Conditions, "Materials and/or Services" means any materials, machinery, equipment, article, item, service or work provided pursuant to this purchase order; "Seller" means the person, firm, corporation or other entity to whom this order is issued as a subcontractor or vendor; "Purchaser" means Young's Environmental Cleanup, Inc.; and "Owner" means Purchaser's client for whom the materials and/or services are provided pursuant to this order. This is a "Not to Exceed Order" and it is the Seller's responsibility to contact the Purchaser prior to exceeding the dollar amount shown in the Purchase Order, or the seller will be held responsible for all monies in excess of the purchase amount.
2. **ACCEPTANCE:** This order, whether placed pursuant to Seller's quotation or otherwise, is placed only upon the express understanding that Seller has accepted all of the terms and conditions specified herein. Any terms or conditions in Seller's quotation, acknowledgement, invoice or other forms which may add to, alter or differ from the terms and conditions specified herein shall not be considered as accepted by or binding upon Purchaser unless Purchaser expressly agrees to such modifications or changes to the terms or conditions in writing. Terms and conditions set forth in this order shall be deemed accepted upon return of the acknowledgement copy, upon Seller's invoice submittal, upon any shipment of the materials, machinery, equipment, article or item in question, upon performance of the service or work covered hereby, upon return of a separate written acknowledgement by Seller, or by any combination of these events.
3. **WARRANTY:** All materials and or services furnished by Seller pursuant to this order shall conform to the specifications, drawings, performance requirements, operations standards, designs, or other descriptions contained in this order or furnished to Seller, and all materials furnished by Seller pursuant to this order, shall be of new and good quality and material, good workmanship, free from defects in design, and fit for the purpose intended. If any materials furnished or service provided by Seller do not comply with the forgoing warranties, Purchaser shall, in addition to other remedies at law, have the right, within eighteen (18) months from date of shipment or twelve (12) months from the date of completion of the work, whichever occurs first and whether before or after payment, to refuse or revoke acceptance, to require Seller to repair or replace the materials at Seller's sole cost and expense, or to replace or repair the materials, or correct the work in question, at the Seller's sole cost and expense. Purchaser shall not be deemed to have waived any rights by allowing or requiring Seller to cure a breach of warranty by repair or replacement or by performing such repair or replacement itself.
4. **INVOICING AND PAYMENT:** Monthly, Seller shall send to the attention of Accounts Payable an original invoice for services rendered or materials provided along with all applicable documentation to verify that such services were performed. Each seller invoice shall clearly indicate the applicable Purchase Order number pertaining to and covering the services performed or material provided and being invoiced. Any invoice that does not identify the Purchase Order number that is to match the seller pricing outlined on the original Purchase Order will be promptly returned to the seller and will be deemed unacceptable by the Purchaser. As a condition of payment, Purchaser requires Seller to provide a W-9 (Tax Payer Identification Certification), current Certificate of Insurance in accordance with Article 5, and copies of any and all lien waivers, sworn statements, or other documents conclusively showing that all costs, expenses, compensation and other monies owed to Seller's suppliers, laborers and materialmen have been paid, and that all other obligations of Seller in connection with the services performed by Seller have been fully satisfied. Within ninety (90) days of the submission of a detailed, itemized, and fully documented invoice, Purchaser shall pay Seller for all approved amounts. However, Purchaser shall not be required to pay the seller invoices until Purchaser has been paid by the owner for said work. Seller agrees not to hold Purchaser responsible for Owner's failure to pay. Notwithstanding other provisions of this Purchase Order, in the event that Purchaser is not paid for Seller's services within one hundred-twenty (120) days of submission of an invoice, Seller is free to pursue any legal remedies available to Seller against the Owner. Payments made to Seller will include applicable sales and use taxes.
5. **INSURANCE:** Prior to commencing work, Seller agrees to provide to Purchaser, at Seller's expense, a certificate of insurance with companies agreeable to Purchaser in amounts at least equal to the amounts set forth below. Purchaser and Owner shall be specifically named as additional insureds on all policies and any further policies applicable as excess over the foregoing policies, where permitted by law. Seller shall be required to maintain insurance in full force and effect until completion of all work under this order, as well as to provide a thirty (30) day advance written notice prior to alteration, cancellation, or termination. All policies shall provide the Purchaser with a Waiver of Subrogation in favor of the Purchaser as regards to all aspects of the coverage provided therein.
 - (i) Worker's Compensation, Disability, Benefit and Employer's Liability Insurance – maintain insurance for Worker's Compensation, in at least the statutory limits and compliance with the laws of the State(s) in which the work is performed. Employer's Liability coverage shall have limits not less than Five Hundred Thousand (\$500,000);
 - (ii) Comprehensive General Liability Insurance – includes premises/operations, products/completed operations, contractual liability for any assumed liability for damages because of bodily injury or property damage to third parties, independent contractors, broad form property damage, underground explosion and collapse hazard, personal/advertising injury, with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate;
 - (iii) Automobile Liability Insurance – must include contractual liability to cover owned, non-owned, and hired vehicles used by Seller in connection with the work with a limit of not less than one million (\$1,000,000) per occurrence, combined single limit, one million (\$1,000,000) aggregate;
 - (iv) Professional Liability Insurance – if professional services are part of the work, this coverage must be provided with a limit of not less than one million (\$1,000,000) per claim, two million (\$2,000,000) aggregate;
 - (v) Contractor's Pollution Liability Insurance – if work involves the handling or use of chemicals or potential contaminants, coverage must be provided with a limit of not less than two million (\$2,000,000) per occurrence and four million (\$4,000,000) aggregate;
6. **INDEMNIFICATION:** To the fullest extent permitted by law, Seller shall defend, protect, indemnify and hold harmless the Purchaser (including representatives, agents and employees) and Owner harmless from and against all claims, liabilities, damages, demands, loss, lawsuits, fines, administrative actions and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from any work performed under this Purchase Order by seller, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, whether or not it is on account of personal injuries, death, damage to property, damage to the environment, infringement of any patent, trademark, copyright, and regardless of whether such harm is to Seller, their employees or agents or any other person or entity. The duty to defend, protect, and indemnify in the preceding sentence shall include, but not be limited to, claim and liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, a party indemnified hereunder or their agents. Seller shall not be liable for loss or damage resulting from the sole negligence (100%) of Purchaser. In any case where it is necessary for employees and representatives of Seller to enter the premises of Purchaser or Owner, Seller agrees to assume full responsibility for the proper conduct of its employees and representatives while on said premises and to comply with applicable governmental regulations and ordinances and to comply with all plant rules and regulations, including fire and safety precautions.
7. **TAXES:** Seller hereby accepts liability for, and agrees to indemnify Purchaser and Owner against liability for, the payment of any contributions or taxes for unemployment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the United States (U.S.) Government and/or the Government of any State of the U.S., which are in whole or in part measured and/or based upon the wages, salaries, or other remuneration paid to persons employed by seller for work in performance of this Purchase Order.
8. **GOVERNING LAW:** This Purchase Order shall be governed and construed pursuant to the laws of the State of Michigan.
9. **LIENS:** Upon receipt of payment from Purchaser for each of Seller's approved invoices hereunder, Seller irrevocably waives all rights to enforce any type of lien against the property of Purchaser or Owner for the value of the materials or services included in such paid invoice. If a lien is filed against any property of Purchaser or Owner by any entity which has supplied material or services at the request of Seller or its subcontractor or suppliers, Seller shall, at its expense, take all necessary steps to immediately release or discharge such lien. Upon the request of Purchaser, Seller shall furnish affidavits, releases, or other evidence as Purchaser may deem necessary to prove that all claims, liens, demands, liabilities, costs, expenses, losses, and damages have been paid and discharged. Seller's failure to comply with the requirements of this Agreement shall be construed as authorization for Purchaser to act on Seller's behalf to facilitate compliance. Seller agrees to reimburse Purchaser on demand for any and all costs incurred by Purchaser while acting on Seller's behalf.
10. **NON-SOLICITATION:** Without written consent from Purchaser, Seller shall not contact Owner, solicit business from Owner, or enter into contract with Owner, which Owner is made known to Seller by Purchaser pursuant to this Purchase Order. This provision shall survive the completion of and/or termination of this Purchase Order for a period of two years. In addition, Seller recognizes that Purchaser's remedy at law for this provision's breach would necessarily be inadequate, and Seller thus stipulates that in the event of any such breach, Purchaser shall be entitled to appropriate equitable relief (including but not limited to injunctive relief or specific performance) in addition to monetary damages.
11. **SEVERABILITY:** In the event that any clause or provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions hereof shall be deemed to be binding, valid and enforceable.