

GENERAL TERMS & CONDITIONS

This document provides the general terms and conditions of work to be performed by Greer Enterprises, L.L.C., an Alabama limited liability company (the "Contractor"), and the prospective hiring organization (the "Client") for which a formal proposal or other form of pricing has been delivered in a separate correspondence. All pricing delivered by the Contractor's representatives are subject to the terms and conditions in the sections hereafter. The Contractor and Client are sometimes collectively referred to herein as the "Parties" and each may be referred to as a "Party."

I. Services

Contractor agrees to use its reasonable best efforts to perform, and Client agrees to pay for, the environmental services set forth on the Proposal attached hereto (the "Services") on the site(s) designated by Client. For remedial projects, client expressly agrees that nothing herein shall be construed as contractor's warranty or representation that the services, when performed, will completely remediate the site(s) from hazardous substances or other contamination, or that the site will thereafter be compliant with any applicable environmental laws. The Services and Service Fees will be provided by Contractor in a separate document (the "Proposal") which will specify special terms and conditions, the scope of Services to be performed by Contractor, and the Service Fees.

II. Service Fees

A. Client agrees to pay Contractor for the Services in accordance with the terms of the Proposal attached hereto (the "Service Fees"). Unless expressly set forth on the Proposal, the Service Fees do not include Client's expenses or any applicable sales taxes, which expenses and taxes will be set forth on the monthly invoice sent from Contractor to Client. In the event the Parties agree to change the scope of the Services provided hereunder, Client will either: (i) pay Contractor for said Services based on Contractor's current rate schedules for time and materials; or (ii) enter into an amended agreement with Contractor adjusting the Service Fees payable under the terms of this document prior to the commencement of any additional Services by Contractor.

B. Contractor shall invoice Client for Service Fees, expenses, and taxes due hereunder upon project completion or periodically during the Term (as hereinafter defined). **All payments will be due and payable by Client within thirty (30) calendar days from the Contractor's invoice date.** If Contractor fails to receive any payments by the Due Date, then Contractor may assess a late fee on the unpaid balance at the rate of one and one half percent (1.5%) per month or the highest rate allowed under applicable law, whichever is greater.

C. Contractor shall make every reasonable effort to comply with Client purchase ordering, or similar, system but such efforts will not result in a delay of Contractor invoice date.

D. If Client requires Contractor to register with Client's own or a third party vendor management system or complete a substantial amount of administrative paperwork after a Proposal has been issued, Contractor may elect to include Service Fees to cover the cost of additional administration that was not communicated to Contractor prior to issuing a Proposal.

E. Client shall raise any and all questions regarding invoice items within (7) calendar days from the Contractor's invoice date. Should the Client need additional time to review an invoice, a request may be submitted in writing prior to the close of business (5:00 pm

central standard time) on the seventh day. Such request will be reviewed by the Contractor and replied to within 48 hours of receipt.

III. Term

The term of this document shall be from the date of an accepted Proposal or authorization to begin work until terminated in accordance with Section IV (the "Term"). The use of "Agreement" herein refers to a Proposal and the General Terms and Conditions accepted by Client either verbally, in writing, or through an authorization by the Client to begin work. Any form of authorization to begin work given by the Client will be interpreted as acceptance of this document and the provisions herein.

IV. Termination

Upon the occurrence of any of the following events, in addition to the right of Contractor to immediately suspend the performance of Services, Contractor or Client, as applicable, shall have the following rights:

A. This Agreement shall be deemed terminated upon full performance of the Services and the receipt by Contractor of all Service Fees and other payments due hereunder:

B. Either Party may terminate this Agreement for convenience upon thirty (30) days written notice to the other Party; provided, however, no termination of this Agreement shall relieve Client of responsibility for the payment of Service Fees for Services performed by Contractor prior to the date of termination, or any applicable expenses or taxes;

C. Contractor may, in the event of any failure of Client to pay Service Fees or any other amounts owed to Contractor hereunder by the Due Date, terminate this Agreement immediately upon ten (10) days written notice from Contractor to Client and Client's failure to cure such payment default within such ten (10) day period;

F. Either Party may terminate this Agreement in the event of a default under the terms of this Agreement by the other Party (excluding a payment default which is specifically dealt with in subsection C above), upon thirty (30) days written notice from the non-breaching Party to the breaching Party, and the failure to cure said breach within such time frame or, if the breach is not capable of being cured within thirty (30) days, failure to promptly take all commercially reasonable actions to cure said breach within thirty (30) days from receipt of notice of the breach; or

G. Contractor may immediately terminate this Agreement by giving Client written notice in the event Client becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from its creditors.

H. If, after a termination has occurred by any of the above provisions, Client accepts a Proposal from Contractor, acceptance of such Proposal will be subject to the same terms and conditions herein.

V. General Conditions of Services

Unless otherwise stated in the Proposal, Client is responsible for furnishing Contractor with all pertinent data and information concerning the Services to be performed hereunder, the nature of the work site, the nature of the conditions to be remediated, and performing certain other functions in support of the Services, including, but not limited to, providing the following:

- A. A designated Client representative to communicate with Contractor, its employees, and representatives regarding the site and all necessary information;
- B. Access to the work site for Contractor, its employees, representatives, and subcontractors;
- C. Information regarding Hazardous Substances (as hereinafter defined), materials, and conditions that may be present at the work site;
- D. Information concerning any equipment, vehicles, or vessels at the site, and any special conditions or circumstances which might affect the Services;
- E. Filing all required reports with governmental authorities including, but not limited to, spill or release reports;
- F. Informing Contractor promptly of any request of a governmental authority directing a change which may affect the Services; and
- G. Correct information for completing waste profiles, manifests, forms, and regulatory filings to permit the transport and disposal of Hazardous Wastes or other materials or wastes.

Unless otherwise stated in the Proposal, all Service Fees are based on the following general conditions:

- A. Contractor will not incur any waiting or standby time for any reason beyond Contractor's control;
- B. Access to, from, and at the work site will not be restricted or limited;
- C. There will be no overhead, underground, aboveground, or other obstructions, pipelines, or utilities that would impede Contractor's work;
- D. The work site and all access ways shall be suitable for the size and weight of all vehicles and equipment utilized to perform the Services;
- E. All wastes shall conform to the representations of Client in this Agreement;
- F. All non-emergency response related work will be performed Monday through Friday during daytime business hours;
- G. Client is responsible for all damage to equipment and its components, other personal property, and real property of Client, its employees, or any third party;
- H. Client warrants that the work site and the equipment located thereon are safe and suitable for Contractor, its employees, or any third party to perform the Services; and
- I. Client is responsible for all costs associated with overloading containers or trucks including, but not limited to, citations, damages to equipment or property, loss of revenue, etc., unless loaded by Contractor without Client's permission or direction.

Any variance in these conditions is considered a change in the scope of Services unless expressly stated otherwise herein. If any of the waste contains materials which do not conform to the descriptions in this document, Contractor may, at its option, properly dispose of it and have Client reimburse Contractor for all expenses incurred, return it to Client, or require Client to remove and dispose of the non-conforming waste at Client's expense.

VI. Contractor's Equipment

During the Term Contractor will furnish equipment as necessary to perform the Services. Such equipment shall be located and stored at the work site during the Term until removal by Contractor or its agent. In no event will Client allow any employee, agent, or representative to move any of Contractor's equipment without the prior written consent of Contractor. Client agrees to fully indemnify and hold harmless

Contractor against any loss, damage, cost, or expense associated with Contractor's equipment and incurred by Contractor due to the acts or omissions of Client, its employees, agents, or representatives, or any third party, including, but not limited to, any lease or rental fees associated with such equipment.

VII. Standard of Care

- A. Contractor agrees to perform the Services in a competent and workmanlike manner.
- B. Unless otherwise specified on the Proposal, Contractor will provide all of the labor, tools, machinery, equipment, and supplies necessary to perform the Services.
- C. In its performance of the Services Contractor may handle certain Hazardous Substances (as hereinafter defined). Client agrees that in no event shall Contractor:
 1. Be deemed to have title to any Hazardous Substances or any real or personal property contaminated with or otherwise affected by such Hazardous Substances;
 2. Be deemed to be a "generator" of any Hazardous Substance; or
 3. Be deemed to be in possession or control of any Hazardous Substance except as Client's or the generator's general agent.

D. In the event the performance of the work by Contractor requires the treatment or disposal of a Hazardous Substance, Contractor shall transport the substance, or cause the substance to be transported, to a disposal or treatment facility selected by Contractor, unless otherwise agreed by the Parties. Any transportation of Hazardous Substances undertaken or arranged by Contractor will be done solely as the agent of Client and on behalf of Client. Client hereby designates Contractor as its agent for the purpose of obtaining all permits and authorizations required in connection with the transportation of Hazardous Substances to the applicable disposal or treatment facility. Client acknowledges this and agrees to fully indemnify and hold harmless Contractor, its employees, and its subcontractors from any liabilities, costs, damages, or expenses which arise out of Contractor's, its employees, or its subcontractor's performance of the Services set forth herein.

E. In its performance of the Services Contractor may use chemicals, solvents, and other materials which could impair the use or function, or cause damage to Client's real or personal property or to Client's personnel. Client acknowledges this and agrees to fully indemnify and hold harmless Contractor, its employees, and its subcontractors from any liability for damage to Client's real or personal property or personnel caused by the Services or the materials used in performing the Services.

F. Other than the foregoing, Contractor expressly disclaims any and all warranties, whether express or implied, concerning the Services, and Client's only remedy for any breach of this Section VII shall be to treat such act as a default and terminate the Agreement in accordance with Section IV.D. Specifically, Contractor does not warrant that the Services will render the areas affected by the Hazardous Substances safe for any form of human activity or in compliance with any Environmental Laws.

VIII. Representation and Warranty

Each Party represents and warrants:

- A. That it is duly organized, validly existing, and in good standing under the laws of its state of formation, and that it is duly registered as a foreign business entity in those states in which it is required, if necessary.
- B. That it has the full right and authority to enter into, execute, deliver, and perform its obligations determined by the Proposal.

C. That it has taken all requisite corporate or limited liability company action necessary to approve the execution, delivery, and performance of the work.

D. The Proposal and General Terms and Conditions document constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights, and general equitable principles.

IX. Limitation of Liability

In no event shall either Party be liable to the other Party (or any person claiming through the other Party) in connection with the Proposal or the Services performed hereunder, for any consequential, indirect, special, punitive, or incidental damages, or for lost revenues or lost opportunities arising out of or in connection with the Services performed under these Terms and Conditions. Contractor shall not be liable to Client (or any person claiming through Client) in any amount for any personal injury, illness, death, or property damage caused in whole or in part by a Hazardous Substance or any other substance regulated by law, and handled by Contractor in the performance of Services.

X. Indemnification

A. Contractor, for itself and its successors and assigns, agrees to defend, indemnify, and hold harmless Client, its successors and assigns, its shareholders, directors, members, and employees from and against any and all liability, direct and indirect losses and expenses (including without limitation reasonable attorneys' fees, expert fees, and court costs), claims, demands, suits, costs, and causes of action (collectively referred to hereinafter as "Liabilities"), arising out of or resulting from: (1) Contractor's breach of this Agreement; or (2) the gross negligence or intentional misconduct of Contractor, its employees, and its subcontractors in the performance of the Services.

B. Client, for itself and its successors and assigns, agrees to defend, indemnify, and hold harmless Contractor, its successors and assigns, its shareholders, directors, members, and employees from and against any and all Liabilities arising out of or resulting from: (1) Client's breach of this Agreement; (2) the acts or omissions of Client and its employees or any third party; (3) any allegation that Contractor, its employees, or its subcontractors violated Sections VII.C, D, or E of this document; (4) Contractor's, its employees, or its subcontractor's inability to access the work site; or (5) any claim or liability which arises out of, is related to, or is based on the actual, alleged, or threatened dispersal, discharge, escape, release, saturation, containment, remediation, or cleanup of any substances, whether sudden or not, in or into the atmosphere or on, onto, upon, in, or into the surface or subsurface soil, water or watercourse, or any tangible or intangible matter.

XI. Liens

Contractor shall keep Client's property free from any liens of its agents. Contractor agrees to indemnify and hold harmless Client from and against any and all liability, losses, claims, demands, damages, suits, costs, expenses (including reasonable attorneys' fees) and causes of action arising out of any lien placed on Client's property by Contractor's agents.

XII. Notices

All notices required or allowed to be given herein shall be in writing and shall be given either by hand delivery, by certified or registered mail, return receipt requested, postage prepaid, by overnight delivery service, or by facsimile and sent to the address specified below. Any such notice shall be deemed effective upon receipt.

Greer Enterprises, LLC

Attn: Craig Greer

P.O. Box 191466

Mobile, AL 36619

Phone: (251) 679-1967

Fax: (251) 679-1968

XIII. Hazardous Substance Defined

As used in this document, the term "Hazardous Substance" shall mean and include any substance, material, waste, gas, or particulate matter which is regulated by any local or state government authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined or designated as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, or restricted hazardous waste under any Environmental Laws, (ii) petroleum (including crude oil and any of its fractions and oils, Groups 1 through 5 as defined in OPA 90 response guideline documents NVIC 7-92 and 8-92), (iii) asbestos, (iv) polychlorinated biphenyl, or (v) radioactive material. "Environmental Laws" means any and all federal, state, or local environmental, health, or safety statutes, ordinances, codes, rules, regulations, orders or decrees, including without limitation the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 et seq., the rules and regulations of the Environmental Protection Agency, and all other applicable federal and state environmental, health, or safety laws and regulations as of the date of the Proposal. As used in this document, "Hazardous Substance" shall include Biological Wastes and Substances.

XIV. Assignment

Neither Party may assign the Services without the prior written consent of the other Party; provided, however, Contractor may assign the performance of Services without consent to a purchaser of all or substantially all of its assets or to a successor by merger, and Contractor may contract with a third party subcontractor to perform some or all of the Services hereunder.

XV. Severability

In the event that one or more of the provisions of this document, for any reason, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this document shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

XVI. Waiver

Any waiver of the provisions of this document by either Party shall not be effective unless it is in writing and signed by the Party against whom it is asserted. No such waiver constitutes the waiver of any subsequent breach or default.

XVII. Relationship of the Parties

Except as specifically provided herein, neither of the Parties shall act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Nothing contained in this document or the Proposal shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind, each Party being individually responsible only for its obligations as set forth in this document. This document is not exclusive and Client understands and acknowledges that Contractor performs and will perform similar services for other clients.

XVIII. Governing Law

This document and the Proposal shall be governed by, and construed under, the laws of the State of Alabama, without regard to its conflicts of laws principles.

XIX. Permits, Access, and Cooperation

Client agrees to obtain and maintain (at Client's sole cost and expense) any and all governmental and third party permits, easements, and approvals necessary for Contractor to access the work site and perform the Services as required under this Agreement. Client agrees to take all reasonably necessary steps to fully cooperate with Contractor in the performance of Services.

XX. Force Majeure

Neither Party shall be in default under this document to the extent any delay in such Party's performance is caused by any of the following conditions: acts of God such as hurricane, flood, back water caused by flood or hurricane, tornado, earthquake, and unforeseeably severe weather; fire; strikes or labor unrest; changes in applicable laws; war or civil disorder; vandalism; or acts of terrorists, provided the Party claiming relief under this Section shall promptly notify the other in writing of the existence of the event relied on and the cessation and termination of said event. The Party claiming relief under this Section shall use their best efforts to minimize the time for any such delay. Should the force majeure event continue uncured after a period of sixty (60) days, the Party not claiming inability to perform under force majeure may, at its option, terminate the performance of Services pursuant to Section IV.D as if an event of default had occurred.

XXI. Dispute Resolution

A. Except for client's failure to pay all amounts owing hereunder to Contractor, in which case Contractor may pursue any and all equitable or legal remedies available to it for a payment default of Client hereunder without regard to any obligations under this Section XXI, any dispute or controversy between the Parties relating to this Agreement shall first be submitted to designated management representatives of the Parties for negotiation and resolution. The disputing Party shall give written notice to the other Party of the existence of the dispute.

B. In the event the dispute or controversy is not resolved within thirty (30) days of receipt of the written notice of the dispute, then the dispute may be submitted to mediation by either Party upon at least five (5) days prior written notice to the other Party. The mediator shall be agreed to by the Parties, and if the mediator cannot be agreed upon by the Parties, the Parties shall each choose a mediator who shall then designate a mediator to mediate the dispute. The location of the mediation shall be mutually agreed to by the Parties, and the Parties shall share equally in the cost of the mediation and shall otherwise pay their own expenses in relation to the mediation.

C. In the event the dispute or controversy is not resolved within sixty (60) days of receipt of written notice of the mediation, the dispute or controversy shall be submitted to and resolved by binding arbitration before a panel of three (3) arbitrators, each having expertise in the field of environmental services, under the commercial rules and auspices of the American Arbitration Association ("AAA"). Except to the extent otherwise agreed by the Parties, the arbitration shall be in the Mobile, AL metropolitan area at a site selected by the AAA. The Parties agree that this document and its subject matter touch and concern interstate commerce and that this provision shall be enforceable under the Federal Arbitration Act. Except to the extent otherwise provided in the order of the arbitrators, all arbitration fees shall be borne by the losing Party at arbitration. The arbitrators' order shall be final and the Parties agree that judgment may be entered upon it by any state or federal court having jurisdiction thereof.

XXII. Confidentiality

The Parties recognize the importance of confidentiality and discretion in all activities related to the Services and the work site and performance. Both Parties agree to cause each of its employees and representatives with a need to know to hold all information relating to the business of the other Party ("Disclosing Party") disclosed to it by reason of this document confidential and will not disclose any of such information to any person or entity unless legally compelled to do so; provided, however, that to the extent that any of them may become so legally compelled they may only disclose such information if they shall have first notified the Disclosing Party of the legal obligation and afforded Disclosing Party the opportunity to oppose such legal obligation or seek a protective order.

XXIII. Survival

Sections II, VI, VII, VIII, IX, X, XX, XXI, XXII, and XXIII as well as those provisions of this document which by their sense and context are intended to survive the performance thereof by the Parties will survive the completion of performance and termination of this document.

XXIV. Counterparts

The Proposal may be executed in one or more counterparts (including by means of facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

XXV. Entire Agreement

This Agreement, the Proposal and any attachments hereto constitute the entire agreement between the Parties relating to the subject matter of this document, and expressly supersedes any previous agreements or understandings between the Parties, whether written or oral. This document may only be modified by a written instrument executed by both Parties.