

1. Contract Terms. These general terms and conditions shall be applicable to and govern all requests for proposals, offers to purchase and/or purchase orders (each a “purchase order”) issued by Moran Environmental Recovery, LLC or any of its affiliate or subsidiary companies (“Customer”) to Vendor and all work, goods, or services provided by Vendor to Customer (“Services”) unless Customer and Vendor enter into a separate agreement. Vendor’s acceptance of Customer’s purchase order (whether verbal or written) shall be limited to and expressly made conditional on Vendor’s acceptance of these terms and conditions, and any additional or different terms, instructions, or conditions proposed by Vendor, in any form, are rejected unless expressly assented to in writing by Customer. Vendor’s acceptance of these terms and conditions shall occur the earlier of commencing performance of Services or upon Vendor’s written acceptance.

2. Revisions to Terms and Conditions. Vendor understands and acknowledges these terms and conditions are subject to periodic revision by Customer and those published on Customer’s website at the time a purchase order is issued shall be binding upon Vendor.

3. Performance & Warranties. Vendor shall develop the means, methods, and manner in which to perform the Services with Customer only interested in results obtained and Vendor shall perform the Services in a prompt, diligent, and workmanlike manner in strict and material compliance with any applicable specifications or directions of Customer or Customer’s client (“Client”). Vendor warrants all material and workmanship for a period of twelve (12) months following acceptance of the Services by Customer or Client (whichever is later) unless a longer warranty term is specified in writing by Customer.

4. Permits, Licensing, and Certification. Vendor shall maintain at its expense, all permits and licenses necessary for its business operations including but not limited to any certifications or qualifications as may be required by applicable local, state, or federal law or regulation or any other applicable industry standard which govern the performance of Services.

5. Prices and Payment. Prices and other charges shall be as set forth in Customer’s purchase order and unless otherwise agreed to by Customer in writing, payment for Services satisfactorily performed shall be due and payable within net forty-five (45) days of receipt of Vendor’s invoice. Prices are not subject to change unless expressly approved in writing by Customer. Vendor shall invoice Customer not more frequently than monthly and promptly upon completion of the Services. Vendor hereby waives and releases Customer of any obligation to pay any invoice(s) submitted to Customer more than ninety (90) calendar days following completion of the Services.

6. Change Order. Customer shall have the right to order changes from time to time in the Services, and Vendor shall without delay conform to any such changes. Prices and times of performance shall subject to a reasonable equitable adjustment; provided; however, Vendor shall submit written notice to Customer within five (5) calendar days following Customer’s order specifying the basis for any adjustment(s). Customer shall not be obligated, and Vendor expressly waives, any claim for equitable adjustment arising from such changes for failure to timely submit written notice as specified herein.

7. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify, hold harmless, and defend Customer and Client, their parent, affiliate, and subsidiary companies, and their respective officers, directors, employees, and agents (“Customer Indemnitees”) from and against any and all claims, loss, risk, damage, demand, suit, judgment, penalties/fines, liabilities, and attorneys’ fees and any other kind of expense arising from or directly or indirectly related to the Services caused by the act(s) or omission(s) of Vendor, its subcontractors (of any tier), invitees, or any other party who Vendor may be responsible for, except to the extent caused by the sole or gross negligence or willful misconduct of any of the Customer Indemnitees. **IN FURTHERANCE OF THE FOREGOING, VENDOR WAIVES ANY EXCLUSIVITY OR IMMUNITY AFFORDED TO IT UNDER WORKERS COMPENSATION OR SIMILAR LAW. THE PARTIES AGREE THAT THE FOREGOING WAIVER WAS MUTUALLY NEGOTIATED.**

8. Insurance. Vendor shall procure, maintain, and evidence the following minimum insurance types at its sole expense: (i) commercial general liability including broad form contractual coverage with respect to Vendor’s indemnification obligations, with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers compensation/employer’s liability insurance with limits as required by statute for workers compensation and \$1,000,000 per occurrence for employer’s liability, endorsed to include coverage in the state where the Services are performed and if applicable, Longshore Act, Jones Act, and Maritime Employer’s Liability; (iii) commercial auto liability covering all owned, operated, or leased autos used by Vendor with a combined bodily injury (including passengers) and property damage limits of not less than \$1,000,000 per occurrence, and endorsed to include Form MCS-90 or its equivalent (if applicable); and (iv) if applicable to Vendor’s operations, pollution liability insurance with limits not less than \$1,000,000 per occurrence.

Vendor shall cause all of the foregoing insurances to be endorsed to waive subrogation in favor of the Customer Indemnitees and shall cause the insurances identified in (i), (iii), and (iv) to name the Customer Indemnitees as additional insureds with respect to Vendor’s indemnification obligations herein. All the foregoing insurances shall be primary and noncontributory to any insurances maintained by any of the Customer Indemnitees with respect to Vendor’s indemnification obligations herein and shall provide a minimum of thirty (30) days’ notice prior to any material change or cancellation of any policy or coverage. Vendor shall require its subcontractors (of any tier) to procure and maintain the same or similar insurance requirements required herein. **VENDOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER INDEMNITEES FROM ANY CLAIMS, LIABILITIES, EXPENSES, AND COSTS ARISING FROM: (I) ITS FAILURE TO PROCURE OR MAINTAIN (II) OR THE FAILURE OF ANY OF THE INSURANCES ABOVE OR APPLICABLE TO THE SERVICES.**

9. Independent Contractor. Vendor’s is considered an independent contractor, and not an employee, servant or agent of Customer whatsoever. Nothing contained herein shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other or its employees or (ii) to constitute the parties as



## VENDOR GENERAL TERMS AND CONDITIONS

partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

10. Termination. Customer may terminate Vendor's Services for convenience or Vendor's alleged or actual default and require Vendor to cease performance of Services. If Vendor is not in default, Customer shall pay Vendor for Services satisfactorily completed up until the date of termination. If terminated due to alleged or actual default, Customer may withhold or deduct any amounts owed to Vendor which Customer reasonably believes necessary to offset any claim, liability, expense, or cost that may be incurred as a result of such default. In any event, Customer shall not be liable to Vendor for any costs or expenses, including prospective profits or unabsorbed overhead for Services not performed.

11. Consequential Damages. Neither party shall be responsible for any indirect, consequential or special damages whatsoever (including without limitation business interruption, extra expense, loss of revenues or profits, loss of use of property, delay) arising out of or relating to the Services, and/or these terms and conditions, howsoever caused and regardless of whether the same results from the negligence of a party, breach of these terms and conditions or otherwise, and even if the possibility of such was or could have been foreseeable.

12. **Federal Contract Compliance. Customer and Vendor shall abide by the requirements of 41 CFR 60-1.4(a), 60-4.3(a), 60-300.5(a), 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Executive Order 13946 requires covered prime contractors and subcontractors to post notices informing employees of their rights under federal labor law. Vendor further agrees and acknowledges that it shall comply with any Federal Acquisition Regulations ("FARs") applicable to the Services including but not limited to 52.219-8 (Utilization of Small Business Concerns).**

13. No Assignment. Vendor may not assign any rights or obligations or delegate the performance of the Services hereunder without Customer's prior written consent.

14. Notices. All written notices required to be given hereunder shall be deemed to have been properly given when mailed postage prepaid by U.S. first class mail or via electronic mail (including any attachments thereto) with delivery receipt confirmed.

15. Mediation. Customer and Vendor agree that any claim or counterclaim arising out of or related to the Services shall be subject to mediation as a condition precedent to instituting any legal or equitable proceedings.

16. Law/Venue. The interpretation and performance of these terms and conditions shall be governed by the laws of the state where the Services are performed. Both parties submit to exclusive personal jurisdiction to the United States District Court located in Seattle, Washington or Boston, Massachusetts (at Customer's sole discretion upon commencement of any legal proceedings). With further respect to any litigation arising hereunder, the substantially prevailing party shall be entitled to its legal fees and costs.

17. Severability. The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

18. No Waiver. The failure of Customer to insist, on any one or more instances, upon the performance of any of these terms, covenants, or conditions, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance of Services.

19. Headings; Neutral Construction. The headings used in this agreement are for reference only; they are not substantive and may not be used to construe this agreement. This agreement shall be construed neutrally, and as the mutual assent of both parties rather than for or against either party.

20. Entire Agreement. These terms and conditions, together with Customer's purchase order or authorization to proceed (written or verbal) constitute the entire agreement between Customer and Vendor with respect to the subject matter hereof, and expressly supersede and negate any prior or contemporaneous representations, undertakings or agreements, whether written or verbal. These terms and conditions may not be modified or amended except in writing signed by the parties.

