



**TERRA NOVA**  
**GENERAL TERMS AND CONDITIONS**

References herein to “Contractor” mean Terra Nova Solutions, Inc, and affiliates, references herein to “Customer” mean the authorizing and signatory party, and references herein to “Project” mean the project as defined in the Contractor’s written proposal / quote to the Customer. Proposals / quotes submitted by the Contractor for a specific Project shall be firm for a period of thirty (30) calendar days. Costs and schedule commitments provided in the Contractor’s proposal shall be subject to adjustment for unreasonable delays caused by the Customer’s failure to provide specified facilities, relevant information, or delays caused by unpredictable occurrences and force majeure. Contractor reserves the right to adjust pricing via a change order for the aforementioned delays upon providing written notice to the Customer.

1. **DUTIES-CUSTOMER.** The Customer agrees that: (a) the Customer will accurately identify, in writing, the nature, quantities, age, and chemical composition, including any contaminants of any Waste which are subject to this Agreement; and (b) unless other arrangements are made, the Customer will identify, package and label Wastes or other materials in compliance with all federal (including United States Environmental Protection Agency and United States Department of Transportation), state and local laws and regulations prior to the transferring of any said Waste or materials by Contractor. The Customer grants to the Contractor, its agents and employees, during the term of this Agreement: Reasonable access to the Customer’s premises, facilities and vehicles for the purpose of fulfilling its obligations under this Agreement. Contractor shall comply with the Customer’s safety procedures while on the Customer’s premises, provided that Customer provides Contractor in advance with copies of all such safety procedures. The Customer warrants that any right-of-way provided by the Customer to or from the Customer’s premises or to or from the most convenient public right-of-way is sufficient to bear the weight of all Contractor’s equipment and vehicles reasonably required to perform the services. Customer shall provide clean and unobstructed space including areas at the worksite for Contractor’s equipment and vehicles, or those of the Contractor’s authorized subcontractors. Prior to any boring, drilling, and/or excavation work being commenced by the Contractor, the specific location of the work and identification of any under-ground obstructions or utilities. In the event the Customer is unable to provide the Contractor with specific locations of concealed utilities or other underground installations, Customer shall be fully responsible for any damage or injury resulting from contact with same. Customer agrees, all invoices will be paid within thirty (30) calendar days of receipt of said invoices. Unpaid balances shall be subject to interest at the rate of 1% per month beyond the initial thirty (30) calendar days allotted for payment. Customer agrees to pay all interest, reasonable attorney’s fees and costs for collection or enforcement of the Agreement. CONTRACTOR reserves the right to suspend services under any agreement resulting from Customer’s acceptance of Contractor’s proposal without liability until all past due accounts (including fees and accrued interest) have been paid, upon providing five (5) calendar days written notice. The payment terms stipulated herein shall not be affected by Customer’s terms with any third parties.

2. **INDEMNIFICATION.** Contractor shall indemnify Customer and its directors, officers, employees, and agents from and against all liability, claims, suits, and attorneys’ fees associated therewith, on account of personal injury, including death, or property damage, arising out of or connected with the performance of this agreement, to the extent such injury, death or damage is caused by the sole negligence or willful misconduct of Contractor or its subcontractors or their respective employees, officers and agents provided that: (1) such injury, death or damage is not occasioned by the negligence or willful misconduct of the Customer or its contractors or their respective employees, officers and agents; and (2) that Contractor’s obligation hereunder shall not extend to indemnification of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever. Customer shall indemnify Contractor and its directors, officers, employees, and agents from and against all liability, claims, suits, and attorneys’ fees associated therewith, on account of personal injury, including death, or property damage, arising out of or connected with the performance of this agreement, to the extent such injury, death or damage is caused by the sole negligence or willful misconduct of Customer or its subcontractors or their respective employees, officers and agents provided that: (1) such injury, death or damage is not occasioned by the negligence or willful misconduct of Contractor or its contractors or their respective employees, officers and agents; and (2) that Customer’s obligation hereunder shall not extend to indemnification of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever. If the Customer fails to identify accurately the chemical composition, nature, age or quantity of Waste or other materials offered to Contractor, or if Customer fails to package properly or label said Waste or other materials, Contractor, upon its actual knowledge thereof, shall promptly so notify the Customer. If the cost of handling, storing, and transportation and/or disposing of said Waste or other materials is thereby increased, the increased cost shall, at Contractor’s option, be paid by the Customer. Contractor reserves the right to reject and to return to the Customer any Waste or other materials which Contractor determines, or reasonably believes in its sole discretion, to be improperly identified, packaged or labeled. Contractor shall not be responsible for liability, loss, or expense where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate, or defective design, construction, maintenance or repair of property, or contamination of the sub-surface where the condition existed prior to the start of the work. Customer is responsible for loss of service equipment caused by any pre-existing conditions at the job site. Estimates of cost, approvals, recommendations, opinions, and decisions by Contractor are made on the basis of the information provided by the Customer.

3. **TITLE TO WASTE MATERIALS.** The Customer represents and warrants that it holds clear title to all Wastes to be handled, transported, disposed of or transferred hereunder and is under no legal restraint or order which would prohibit the handling or servicing of such materials by Contractor and/or the transfer of the possession or title to such materials to the Treatment Storage Disposal Facility (TSDF), inclusive of the Contractors facility, as directed by the Customer.

4. **UNDERSTANDING OF PARTIES.** This Agreement, which includes the Contractor’s work order and/or the Customer’s purchase order (if any) attached hereto relating to each specific job constitutes the entire understanding between the parties and supersedes any and all prior agreements and understandings with respect to such subject matter, verbal and/or written. No modification of the terms and conditions stated herein shall be binding unless reduced to writing and signed by both parties.

5. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the Laws of the State of North Carolina, without giving effect to provisions or procedures regarding conflicts of laws. Customer hereby agrees that the courts of the State of North Carolina shall have jurisdiction over the subject matter of any action brought to enforce this Agreement and over the Customer.