



ENVIRONMENTAL SERVICES AGREEMENT

This Environmental Services Agreement (“**Agreement**”) is made this ____ day of _____ 20____, (“**Effective Date**”) by and between _____, with an address of _____, and its affiliates and subsidiaries (“**Customer**”), and Clean Harbors Environmental Services, Inc., with an address of 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149, and its affiliates and subsidiaries (“**Clean Harbors**”).

WHEREAS, Customer desires to engage Clean Harbors to provide certain Services and Customer and Clean Harbors desire to establish the terms and conditions pursuant to which such Services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1. Services

This Agreement shall govern all Services provided by Clean Harbors to Customer including, but not limited to, site remediation services, field services, industrial maintenance services, lab pack and waste transportation and disposal services (individually and collectively referred to herein as “**Services**”). Services performed under this Agreement shall not include emergency response services, except to the extent the parties have agreed to and executed an Emergency Response Rider. This Agreement shall not obligate Clean Harbors to provide Services but shall govern all orders for Services issued by Customer and which are accepted by Clean Harbors. In the case that Customer wishes to procure Emergency Response Services, Customer acknowledges, agrees and accepts the terms and conditions in the Emergency Response Rider, attached hereto as Exhibit A. Emergency Response Services shall be expressly subject to the Emergency Response Rider.

Clean Harbors and Customer agree that each party’s franchisees, licensees, affiliates and subsidiaries (each a “**Participating Entity**”) shall have the right become a party to the Agreement in order to perform or procure Services hereunder. If a Participating Entity wishes to perform or procure Services, the Participating Entity shall be bound by the terms and conditions of this Agreement. There shall be no joint and several liability by and among Clean Harbors, Customer or any Participating Entity. Clean Harbors, Customer and any Participating Entity shall be solely responsible for their respective rights, liabilities and obligations related to this Agreement. The term of any agreement with any Participating Entity shall not extend beyond the expiration or earlier termination of this Agreement.

If Services are being performed in Canada, the parties agree that payment shall be made in CAD, and Section 11(L) shall be deleted and replaced with the following:

“The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the province in which the Services are performed for any disputes arising under this Agreement.”



Article 2. Term and Termination

This Agreement shall commence on the Effective Date and continue for a period of one (1) year and continue for one (1) year periods thereafter (“**Term**”), provided, however, that either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

Article 3. Price and Payment Terms

- A. The payment terms set forth herein are contingent upon the approval of Clean Harbors’ credit department. In the event of a change in Customer’s financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at a given time shall not constitute a waiver of Clean Harbors’ continuing right to do so.
- B. Clean Harbors and Customer shall agree upon the price for Services to be performed hereunder prior to the commencement of the Services by Clean Harbors. In the event Customer terminates this Agreement prior to the completion of Services, Customer shall pay Clean Harbors for Services performed through the date of termination, plus reasonable demobilization charges.
- C. Payment terms shall be net thirty (30) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by Clean Harbors to collect any payments due under this Agreement, including reasonable attorneys’ or collection agency fees.
- D. Clean Harbors may increase pricing upon thirty (30) days written notice to the Customer.
- E. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly.

Article 4. Waste Transportation and Disposal

- A. During the term of this Agreement, Customer may, from time to time, provide to Clean Harbors certain waste materials. Waste materials to be handled pursuant to this Agreement shall be agreed upon in writing, in advance, by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a waste profile sheet or similar document (“**Waste Profile**”) to Clean Harbors completely and accurately describing the waste materials and their characteristics. Upon approval by Clean Harbors, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials that conform to an applicable Waste Profile shall be



referred to herein as “**Conforming Waste.**”

- B. Title, risk of loss and all other incidents of ownership to the Conforming Waste shall be transferred from Customer to Clean Harbors at the time Clean Harbors takes possession of and removes Conforming Waste from the place of transfer, or at the time Clean Harbors accepts delivery of the Conforming Waste at its treatment, storage, and disposal facility, whichever is applicable.
- C. Waste materials which are discovered to be Non-Conforming Waste may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to Non-Conforming Waste shall remain at all times with Customer. Waste materials shall be considered “**Non-Conforming Waste**” for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.
- D. Waste materials discovered by Clean Harbors to be Non-Conforming Waste, if in Clean Harbors possession, shall be prepared for lawful transportation by Clean Harbors and returned to Customer within a reasonable time after rejection by Clean Harbors, unless the parties agree to an alternative and lawful manner to dispose of the Non-Conforming Waste. Customer shall pay Clean Harbors at agreed rates for the handling, loading, preparing, transporting, storing, caring for and, if applicable, disposing of such Non-Conforming Waste.
- E. Nothing contained within this Agreement shall be construed or interpreted as requiring Clean Harbors to assume the status of “Generator,” as that term appears within any federal, state, local or provincial statute or regulation governing the treatment, storage and disposal of waste materials. Customer, as applicable, shall assume the responsibility for compliance with the provisions of any federal, state, local or provincial statute or regulation as such shall apply to “Generators.”
- F. Without limiting the foregoing, Customer hereby authorizes Clean Harbors or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous waste and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

Article 5. Customer Warranties

- A. Customer warrants that it is under no legal restraint or order which would prohibit the performance of the Services by Clean Harbors. Customer represents and warrants that it has the requisite legal right, title, or interests necessary to provide control over and access to the location where the Services are to be performed. Customer warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which Customer has or should have knowledge.



- B. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or waste and other substances or hazards likely to be present and any other reports, documentation, plans, maps, drawings, or other information concerning the Services location or scope of Services which may reasonably be provided to Clean Harbors. Customer shall be responsible for repairs to all private property, structures, roadways and rights-of-way required for Clean Harbors' performance of the Services.
- C. Customer warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to Clean Harbors will conform to such description; that containers of waste materials transferred to Clean Harbors will be marked, labeled and otherwise conform to all applicable federal, state and local laws, regulations, by-laws or ordinances; that it holds clear title to all waste materials to be transferred hereunder; that it is under no legal restraint or order which would prohibit transfer of possession or title of such materials to Clean Harbors for transportation and disposal; and that it has communicated and will communicate to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.
- D. Clean Harbors shall not be liable for: (i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown, not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Clean Harbors in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the scope of Services or information furnished to or obtained by Clean Harbors; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered in Clean Harbors' work. Should Clean Harbors encounter any of the foregoing conditions, Clean Harbors shall be entitled to an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions.
- E. Customer agrees that Clean Harbors shall not be responsible or liable for pre-existing contamination at any Services location.

Article 6. Indemnification and Liability

- A. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state, or local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision



of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

- B. Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state or local laws, regulations, by-laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.
- C. Neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.
- D. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT CLEAN HARBORS AND ITS DIRECTORS', OFFICERS' AND EMPLOYEES' AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SERVICES, OR THE SERVICES LOCATION, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CLEAN HARBORS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- E. Customer shall give written notice to Clean Harbors of a claim for indemnification under Section 6 within a reasonable time following Customer's first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, and determination by Clean Harbors that Customer has a valid claim for indemnification, Clean Harbors shall have the right to retain counsel to defend, negotiate, adjust, and/or settle the claim against Customer. Clean Harbors has no obligation to indemnify Customer if Customer does not provide timely notice of the claim, which shall not exceed thirty (30) days following Customer's first knowledge of the event or occurrence which gives rise to the claim. Customer will cooperate with and/or assist Clean Harbors, as requested, with Clean Harbors' defense, negotiation, adjustment and/or settlement of a third-party claim.



Article 7. Insurance

A. Clean Harbors shall procure and maintain at its own expense during the Term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$1 million
c. General Commercial Liability	\$1 million per occurrence \$2 million aggregate
d. Automobile	\$1 million combined single limit
e. Contractors Pollution Liability	\$2 million each Claim \$4 million all Claims

B. Clean Harbors agrees to furnish certificates to Customer evidencing these insurance coverages upon written request from Customer.

Article 8. Changes in Work

A. Customer agrees to pay Clean Harbors at the rates set forth in this Agreement (or if no rates are set forth, at Clean Harbors' then published rates) for any changes in the Services requested by Customer, including changes resulting in an increase in costs or expenses, regardless of whether such request by Customer is verbal or in writing.

B. If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of Customer or Clean Harbors under this Agreement, or the applicability of any taxes or fees, or the cost or method of handling waste materials, Customer and Clean Harbors shall negotiate in good faith to bring this Agreement into conformance with such change or changes.

Article 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered by Clean Harbors, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include but not be limited to acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, pandemic, lack of adequate fuel, power, raw materials, labor or transportation facilities, changes in government laws, regulations, orders, or defense requirements, restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

Article 10. Notice

Any and all notices, consents, demands, approvals, directives or other communications



required or permitted under this Agreement shall be in writing and be delivered personally or properly mailed via first class certified or registered mail, to the addresses set forth below. Any notice shall be deemed to be properly given: (a) when delivered personally; or (b) two (2) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid.

Customer:

Clean Harbors: Clean Harbors Environmental Services, Inc.
 42 Longwater Drive
 P.O. Box 9149
 Norwell, MA 02061-9149
 Attn: General Counsel (Urgent Contract Matter)

Article 11. Additional Provisions

- A. Clean Harbors is and shall be an independent contractor in the performance of the Services covered by this Agreement.
- B. Unless otherwise agreed to in writing, this is neither a requirements contract nor an output contract.
- C. Customer shall not use Clean Harbors' trade name, trademarks, brands, or company logo in any form of publicity or release, without Clean Harbors' consent.
- D. Upon reasonable advance written notice, Clean Harbors and their auditors, shall have the right to audit Customer's records relating to this Agreement, including data and records of disbursements and other payments. Customer agrees to cooperate with Clean Harbors and their auditors in the performance of any such audit.
- E. Clean Harbors represents that it holds all necessary permits and licenses required for the performance of the Services. CUSTOMER ACKNOWLEDGES THAT CLEAN HARBORS MAKES NO ADDITIONAL WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR BY OPERATION OF LAW, AS TO ANY MANNER OF ANY KIND RELATING TO THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER.
- F. Clean Harbors may subcontract, assign or delegate its rights and responsibilities under this Agreement. Customer shall not assign this Agreement or its rights herein, without the consent of Clean Harbors.



- G. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- H. The paragraph headings in this Agreement are inserted solely for the convenience of the parties and shall not in any manner define, limit or describe the intent or scope or in any manner affect this Agreement. All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine and neuter pronouns), as the case may be.
- I. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
- J. This Agreement and any exhibits to this Agreement represent the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services. Additional, conflicting or different terms on any order or purchase of Services or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.
- K. The provisions contained in Articles 3, 4, and 5 shall survive and remain in effect following the termination of this Agreement.
- L. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.
- M. Customer and Clean Harbors warrant and represent that the individuals signing on behalf of each party are authorized to bind the respective parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The parties agree that this Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes.

[Signature Page to Follow]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CUSTOMER

**CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.**

Signature

Signature

Print Name

Print Name

Title

Title



Exhibit A Emergency Response Rider Terms and Conditions

The parties hereto acknowledge that under State and Federal Law, Clean Harbors is afforded certain protections when it responds to spills and discharges of oil or other hazardous materials (“Responder Immunity”). In a response, rapid and decisive action is necessary to contain a spill and responders must initiate a response without prior notice based on limited information. Without Responder Immunity, the enormous financial and liability exposures associated with this work would make the business of responding to spills impracticable. Accordingly, the parties have accepted these terms and conditions to supplement and/or modify the terms of the Agreement between Customer and Clean Harbors to allow for the provision of Emergency Response Services, with the intent of preserving Clean Harbors’ statutorily conferred protections to the greatest extent possible.

1. SCOPE OF EMERGENCY RESPONSE SERVICES

- 1.1 Upon agreement to the terms and conditions of this Emergency Response Rider (“Rider”), Clean Harbors agrees to provide certain environmental services (“Emergency Response Services”). Emergency Response Services may include, but are not limited to the following: Containment, recovery, repackaging and removal of materials; Site evaluation, decontamination and restoration; Transportation, storage, treatment or disposal of wastes; Technical services, including sampling, laboratory analysis, and other related services; Standby of personnel and equipment in anticipation of imminent activation; Training and mock spill drill deployments; and unscheduled requests for services.
- 1.2 This Rider shall not obligate Customer to purchase Emergency Response Services from Clean Harbors, nor shall it obligate Clean Harbors to provide Emergency Response Services, but shall govern all orders for Emergency Response Services issued by Customer and which are accepted by Clean Harbors. Clean Harbors will use best efforts to respond to requests by Customer for Emergency Response Services.
- 1.3 This Rider will allow Customer to list Clean Harbors as its provider of Emergency Response Services, as defined in Article 1.1, in emergency response plans and regulatory reporting.
- 1.4 Customer hereby authorizes Clean Harbors or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous wastes and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit. Customer shall perform or complete all Customer-required regulatory reporting requirements. Clean Harbors shall have no liability for any fines or penalties incurred by Customer as a result of Customer’s noncompliance with any statutory response requirements.
- 1.5 Clean Harbors shall have no obligation to perform or complete any regulatory reporting on behalf of or for the Customer.



2. COMPENSATION

- 2.1 The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.
- 2.2 Customer agrees to pay Clean Harbors for Emergency Response Services in accordance with Clean Harbors' Rate Schedule for emergency response work and the terms and conditions therein ("Rates") in effect at the time Emergency Response Services are rendered. At the request and discretion of Clean Harbors, Customer shall assign to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Emergency Response Services provided under this Rider and in such case Customer shall authorize its insurance company or agent to pay Clean Harbors directly. Customer's obligation to pay amounts due pursuant to this Rider shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage.
- 2.3 Clean Harbors will present its first invoice to Customer as soon as possible following commencement of Emergency Response Services provided hereunder, and may issue subsequent invoices every five (5) days thereafter. Customer agrees to pay the full amount of each invoice amount within fifteen (15) days of the date of receipt of said invoice by Customer's Representative.
- 2.4 Customer agrees that interest shall accrue and will be paid to Clean Harbors on any unpaid balance of any invoice after fifteen (15) days of receipt of invoice by Customer at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is less.
- 2.5 In the event that legal or other action is required to collect unpaid balances of invoices due Clean Harbors, Customer agrees to pay all costs of collection, litigation or settlement incurred by Clean Harbors, including reasonable attorneys fees. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.
- 2.6 In the event that work is suspended or terminated for any reason prior to the completion of the Emergency Response Services, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
- 2.7 Emergency Response Services related to litigation support or testimony in connection with or arising out of the work performed by Clean Harbors hereunder is not within the scope of Emergency Response Services covered by this Rider unless specifically indicated as an add-on service. In the event such services are required and are not indicated as an add-on service, Customer agrees to pay Clean Harbors in accordance with the Rates for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

3. LIABILITY & INDEMNIFICATION

- 3.1 Clean Harbors shall indemnify, defend and hold harmless Customer, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, bodily injury to or death of any person or destruction of or damage to any property, except natural resource and other damages as provided in Section 3.3, which Customer may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Clean Harbors, its agents or employees during the performance of the Emergency Response Services or Clean Harbors' failure to comply with any



laws, regulations or lawful authority, or failure to comply with its obligations under this Rider; except to the extent such liabilities, claims, demands and causes of action result from: (i) Customer's failure to comply with any laws, regulations or other lawful authority; (ii) Customer's failure to comply with its obligations under the Rider; or (iii) the negligence or willful misconduct of Customer, its employees or agents.

- 3.2 Customer shall indemnify, defend and hold harmless Clean Harbors, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which Clean Harbors may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Customer, its employees or agents or the failure of Customer to comply with any laws, regulations or other lawful authority or the failure of Customer to comply with its duties or obligations under the Rider; except to the extent such liabilities, claims, demands and causes of action result from: (i) Clean Harbors' failure to comply with any laws, regulations or lawful authority; (ii) Clean Harbors' failure to comply with its obligations under the Rider; or (iii) the negligence or willful misconduct of Clean Harbors', its employees or agents during the performance of the Emergency Response Services.
- 3.3 Notwithstanding the foregoing, Customer shall indemnify, defend and hold harmless Clean Harbors, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act or other local, state or Federal law or lawful authority applicable to discharges or releases of oil or hazardous substances which Clean Harbors, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of, the release of oil or hazardous substances by Customer.
- 3.4 Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Emergency Response Services by Clean Harbors, its employees, agents and/or subcontractors.
- 3.5 NOTWITHSTANDING ANY TERM OR CONDITION OF THIS RIDER TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT CLEAN HARBORS' AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS RIDER, THE EMERGENCY RESPONSE SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CLEAN HARBORS HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

4. **TERMINATION**



- 4.1 Work Orders issued for performance of services under this Rider may be terminated by either party upon forty-eight (48) hours prior notice to the other party.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE TERMS AND CONDITIONS OF THIS RIDER SHALL ONLY APPLY TO EMERGENCY RESPONSE SERVICES PROVIDED BY CLEAN HARBORS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY UNDERLYING AGREEMENT AND THIS RIDER, THE TERMS AND CONDITIONS OF THIS RIDER SHALL CONTROL WITH RESPECT TO EMERGENCY RESPONSE SERVICES.

Except as specifically amended herein, all other terms and conditions contained in the underlying Agreement shall remain in full force and effect and shall govern the rights and obligations of the parties with regard to other services provided by Clean Harbors.