

PO Terms & Conditions

THE TERMS AND CONDITIONS BELOW CONSTITUTE THE AGREEMENT BETWEEN THE PARTIES

- 1. Applicability.** This purchase order is an offer by Wastequip, LLC (“**Wastequip**”) for the purchase of the goods, materials and/or equipment (the “**Goods**”), and/or services, maintenance and/or repairs (the “**Services**”) specified on the face of this purchase order from the party to whom the purchase order is addressed (the “**Seller**”) in accordance with and subject to these terms and conditions (the “**Terms**”); together with the terms and conditions on the face of the purchase order, (the “**Order**”). Where applicable the term “Goods” shall be interpreted to also include “**Services**”. The term “Wastequip” shall include any and all of Wastequip, LLC’s subsidiaries and their affiliates. This Order, together with any documents incorporated herein by reference, and any related confidentiality agreement executed by the parties, constitute the sole and entire agreement of the parties with respect to the Order, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. Wastequip reserves the right to change and does change, modify, amend and/or discontinue these Terms from time to time, with or without individualized notice to Seller. Any such changes, modifications, and amendments are applicable prospectively to Orders placed after the changes, modifications, and/or amendments are publicly available. **The Order expressly limits Seller’s acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order, whether Seller’s terms issue before or after the Order is placed.** Notwithstanding anything contained herein to the contrary, if a master agreement covering procurement described in the Order exists between Seller and Wastequip, the terms of such master agreement shall prevail over any inconsistent terms herein. These Terms apply to any repaired or replacement Goods provided by Seller hereunder. Wastequip is not obligated to any minimum purchase or future purchase obligations under this Order, unless agreed to in writing by Wastequip.
- 2. Acceptance.** This Order is not binding on Wastequip until Seller accepts the Order in writing or starts to perform in accordance with the Order. Wastequip may withdraw the Order at any time without liability: (a) before it is accepted by Seller; or, (b) if issued by a non-authorized representative of Wastequip (through proper Notice to Seller). Seller’s acceptance of the Order is also acceptance of these Terms, regardless of whether the acceptance states otherwise.
- 3. Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the “**Delivery**”).

Date”). Timely delivery of the Goods is of the essence. If Seller is unable to meet the Delivery Date specified on the Order, Seller shall propose a reasonable alternative Delivery Date and Wastequip shall have the right to accept or reject such alternative date. If Seller fails to deliver the Goods in full on the Delivery Date, Wastequip may terminate the Order immediately by providing written notice to Seller and Seller shall defend and indemnify Wastequip against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date. Seller will immediately notify Wastequip if Seller’s timely performance under the Order is delayed or is likely to be delayed. Wastequip’s acceptance of Seller’s notice will not constitute a waiver of any of Seller’s obligations. Wastequip has the right to return any Goods delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such Goods on the Delivery Date at the Seller’s expense.

4. **Quantity.** If Seller delivers more or less than the quantity of Goods ordered, Wastequip may reject all or any excess Goods. With regard to the delivery of Wastequip owned steel coils being managed by a service center, Wastequip may reject any goods in excess of 2% of the ordered quantity of Goods. Any such rejected Goods shall be returned to Seller at Seller’s risk and expense. If Wastequip does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
5. **Delivery Location.** All Goods shall be delivered to the address(s) specified in this Order (the “**Delivery Location**”) during Wastequip’s or Wastequip’s customer’s normal business hours or as otherwise instructed by Wastequip.
6. **Shipping Terms.** Delivery of Goods shall be made INCOTERMS® 2020 DDP Delivery Location or as otherwise stated in the Order and in accordance with the terms on the face of this Order. Seller shall give written notice of shipment to Wastequip when the Goods are delivered to a carrier for transportation. Seller shall provide Wastequip all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, proof of delivery, and any other documents necessary to release the Goods to Wastequip within seven (7) business days after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, proofs of delivery, correspondence and any other documents pertaining to the Order.
7. **Title and Risk of Loss.** Title passes to Wastequip upon delivery of the Goods to the Delivery Location or as otherwise stated in the Order and in accordance with the terms on the face of this Order. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.
8. **Packaging.** All Goods shall be packed for shipment according to Wastequip’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Wastequip with prior written notice if it requires Wastequip to return any packaging material. Any return of such packaging material shall be made at Seller’s expense.

9. **Amendment and Modification.** No change to this Order is binding upon Wastequip unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Wastequip.
10. **Inspection and Rejection.** Wastequip has the right to inspect the Goods on or after the Delivery Date. Wastequip, in its sole discretion and at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective or fail in any respect to conform to specifications, the terms and conditions of the Order, any Statement of Work (“SOW”) or similar document as mutually agreed between the parties, or applicable industry standards, or if the Goods are otherwise deficient in Wastequip’s sole discretion. If Wastequip rejects any portion of the Goods, Wastequip has the right, effective upon written notice to Seller and in addition to any rights and remedies under applicable law, to: (i) rescind the Order in its entirety and receive a full credit or refund, at Wastequip’s discretion, of the applicable purchase price; (ii) accept the Goods at a reasonably reduced price; (iii) reject the Goods and require replacement/correction of the rejected Goods; or (iv) replace such defective/non-conforming Goods with similar items and recover the total cost thereof from the Seller. If Wastequip requires replacement or correction of the Goods, Seller shall, at its expense, promptly replace/correct the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of such Goods and the expedited delivery of replacement/corrected Goods. If Seller fails to timely deliver replacement/corrected Goods, Wastequip may replace or correct them with goods or services from a third party, and charge Seller the total cost thereof, and terminate this Order for cause pursuant to **Section 19**. Wastequip’s expenses for inspection of the Goods found to be nonconforming or deficient shall be charged to Seller or deducted from amounts due Seller. Wastequip’s failure to detect nonconformities or deficiencies in the Goods shall not affect Wastequip’s remedies as to such nonconformities and/or deficiencies.

Any inspection or other action by Wastequip under this Section shall not reduce or otherwise affect Seller’s obligations under the Order, and Wastequip shall have the right to conduct further inspections after Seller has carried out its remedial actions.

Wastequip will have the right, but not the obligation to examine Seller’s records for the purpose of determining compliance with this Order. Should a compliance review be performed, Wastequip or its duly designated representatives will provide reasonable notice to Seller and the records may be examined only during the normal business hours. Wastequip will bear all audit costs.

11. **Price.** The price of the Goods and/or Services is the price stated in the Order (the “Price”). If no Price is included in the Order, the Price shall be the price set out in the Exclusive Master Manufacturing and Supply Agreement, SOW or similar document as mutually agreed between the parties. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs, duties and fees, and applicable taxes including, but not limited to, all sales, use, ad valorem, or excise taxes. No increase in the Price is effective, whether due to increased

material, labor, transportation costs or otherwise (including the foregoing, without limitation), without ninety (90) days' prior written notice to Wastequip and the written consent of Wastequip. Seller may not change its prices more than one (1) time per year, unless otherwise agreed to in writing between the parties.

12. **Tariffs.** Notwithstanding anything contained to the contrary herein: (a) Seller will notify Wastequip in writing of any Good, including its components, raw materials, or assemblies that is or may be impacted by tariffs at the earlier of: (i) the time it provides a quote for an impacted Good, or (ii) following its receipt of an Order for an impacted Good; and (b) If Seller provides a quote or acknowledgement of an Order without any indication that the Good is impacted by a tariff, Wastequip expects that the Price will not be impacted by any tariff. Where Seller believes the Price of a Good that is or may be subject to a tariff, Seller shall in good faith take all reasonable steps to investigate and source the material or Good from another country that would avoid imposition of a tariff. If tariffs are unavoidable, Seller shall in good faith take all reasonable steps to lawfully minimize and mitigate the impact of the tariff on Price and delivery to the lowest possible tariff and/or Price or delivery impact. In the event a new or increased tariff is instituted on any open Order, Seller shall provide Wastequip with immediate notice of such tariff along with a summary of affected open Orders, and work with Wastequip to share in the financial impact of such tariff as set forth below. If a tariff on any given Good is unavoidable, Seller shall separate and identify the tariff impact from the Good or total Price as a separate line item on the acceptance or invoice. For greater certainty, Seller shall not build the tariff impact into the Price of the Good without a clear description of the tariff impact. Seller's invoice shall accurately reflect applicable tariffs at the time of invoicing, including any reduction or removal of such tariffs. Wastequip expects and Seller agrees that, to the extent practically and commercially reasonable, Seller will share in the financial impacts that tariffs may have on Orders and Prices. Wastequip may but is not required to honor Orders that are materially impacted by tariff-based Price or delivery changes, and Wastequip reserves the right to accept, reject, or seek to negotiate a lower tariff impact on all Orders.
13. **Most Favored Customer; Price Reductions.** Seller represents and warrants that the Price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. In the event of a Price decrease or if Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Order. Seller shall actively seek ways to reduce the Price and pass along any Price reductions to Wastequip, regardless of the reasons for such reductions (provided, however, subject to Section 20).
14. **Payment Terms; Set-off.** Seller shall issue an invoice to Wastequip on or any time after the completion of delivery and only in accordance with the Terms. Except as otherwise set forth on the face of this PO or separate written agreement between Seller and Wastequip, Wastequip shall pay all properly invoiced amounts due to Seller within ninety (90) days after Wastequip's receipt of such invoice, except for any amounts disputed by Wastequip in good faith. All payments hereunder will be in US dollars and made by check, ACH, EFT or wire transfer. The parties shall seek to resolve any invoice disputes

expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy it may have, Wastequip reserves the right to set off and reduce at any time any amount owing to it by Seller against any amount payable by Wastequip to Seller. Wastequip may exercise this right of set off and reduction without advance notice and regardless of whether amounts owing to it by Seller are related to the Order or Invoice(s) to which set off is applied.

15. **Warranties.** Seller warrants to Wastequip that for a period of the longer of: (1) one (1) year after acceptance of the Goods and Services by Wastequip or Wastequip's end user; (2) such longer period of time as the item is normally warranted by Seller; or (3) as agreed to between the parties in writing: (a) all Goods will be free from any defects in workmanship, material and design; (b) all Goods will conform to applicable specifications, drawings, designs, samples and other requirements specified by Wastequip, federal, state, and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health; (c) all Goods will be fit for their intended purpose and operate as intended; (d) all Goods will be merchantable; (e) all Goods will be free and clear of all liens, security interests or other encumbrances; and (f) the Goods will not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Wastequip. Seller further warrants to Wastequip that these warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Wastequip's discovery of the noncompliance of the Goods with the foregoing warranties. If Wastequip gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related damages and expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Wastequip, and any impacts to Wastequip production schedules.

16. **General Indemnification.**

1. Seller ("Indemnifying Party") will defend, indemnify and hold harmless Wastequip and its parent, subsidiaries, directors, officers, employees, affiliates, agents, and their respective customers and end users ("**Indemnified Parties**"), buying or using the Goods (even if the Goods are incorporated into products Wastequip sells to others) and/or receiving the Services from and against any and all claims (whether in contract, tort and/or any other legal theory including strict liability), claims, injuries, deaths, deficiencies, actions, interest, awards, penalties, fines, demands, suits, obligations, liabilities, damages, losses, and judgments, including reasonable costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and out-of-pocket expenses)(collectively "**Losses**") arising directly or indirectly from: (a) any death of or injury to any person, damage to any property or any other damage or loss due to any defect in or use of any Goods provided by Seller under this Agreement (even if the Goods are incorporated into products Wastequip sells to others), (b) violations or alleged violations of any applicable laws or regulations by Seller; (c) the negligent or

wrongful acts or omissions of Seller, its employees or agents; (d) any allegations of failure to warn, manufacturing defects, or similar product liability claims; (e) any infringement or misappropriation of patent, copyright, trade secret or other intellectual property rights of any third party or Wastequip, or, (f) any products recall. Seller represents and warrants that Wastequip's purchase of Seller's Goods is not an agreement in connection with or related to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating related thereto.

2. In the event of an Indemnified Claim, the Indemnified Party will notify the Indemnifying Party of the Indemnified Claim in writing in at least the manner set forth in the Notice Provision of Wastequip's Terms. The duty to defend and indemnify arises upon receipt of this notice or actual notice, whichever comes first. Actual notice by the Indemnifying Party of the Indemnified Claim supersedes any other notice requirement.
 3. The Indemnified Parties have the right (but not the obligation) to control the selection of counsel, defense and settlement of any such Indemnified Claim using counsel of its own choosing subject to good faith consideration of the Indemnifying Party's input. The Indemnifying Party shall advance the cost of defense or assume the defense (at the option of the Indemnified Party), covering all reasonable defense costs including but limited to attorneys' fees, litigation costs, and expert fees, as appropriate on at least monthly basis, as well as any settlement or judgment. The Indemnifying Party shall reasonably consult with the Indemnified Parties and consider in good faith its input concerning material aspects of the defense, including any proposed settlement. Seller shall not enter into any settlement without Wastequip's or indemnitee's prior written consent.
 4. Wastequip shall owe no duty or obligation to defend or indemnify Seller, Seller's suppliers, Seller's manufacturers, or any third party against any claims, including but not limited to product liability claims, workers compensation, personal injury claims, contract or any other claim arising out of or related to the leasing, selling, shipping, loading, placement, delivery, unloading, assembly, handling, use, storage and disposal of the Products. Buyer expressly waives any such defense and indemnity claims against Wastequip.
 5. The intent of this provision and the Parties is, to the maximum extent permitted by law, to require the Indemnifying Party to defend and indemnify the Indemnified Parties against all Indemnified Claims.
17. **Insurance.** During the term of the Order and during the term of any applicable warranty period thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Wastequip in the event of such injury or damage, and will be in compliance with

any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place. Upon Wastequip's request, Seller shall provide Wastequip with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Wastequip and the Wastequip Indemnified Parties as additional insureds by endorsement. Seller shall provide Wastequip with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Wastequip, Wastequip's insurers and the Wastequip Indemnified Parties.

18. **Compliance with Law.** Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order, including, but not limited to, the California Transparency in Supply Chains Act and California's Proposition 65. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Wastequip may terminate this Order if any government authority imposes antidumping duties, countervailing duties, retaliatory duties, tariff, taxes or any similar type action on the Goods, which may result in a Price increase and/or other increased cost to Wastequip. Seller shall not discriminate against any employee, applicant for employment, or subcontractor because of race, religion, color, sex, age or national origin. Seller warrants and represents to Wastequip that Seller will not obtain materials or information necessary to produce the Goods from manufacturers/sellers/subcontractors where Seller has knowledge or has reason to believe that said manufacturers/sellers/subcontractors utilize forced, prison or child labor, conflict minerals, or any labor force not in compliance with local, state, federal or national laws.
19. **Termination.** Wastequip may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods upon written Notice to Seller. In addition to any remedies that may be provided under these Terms, Wastequip may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Wastequip may immediately terminate this Order upon written notice to Seller. If Wastequip terminates the Order for any reason, Seller's sole and remedy is payment at the agreed Price for the Goods received and accepted by Wastequip prior to the termination. If this Order applies to a particular Wastequip facility and such facility closes or relocates to a new location, Wastequip may, in its sole discretion, terminate any Order in whole or in part and not currently in production upon written notice to Seller. If Seller closes its facility(ies) or moves to a new location, Wastequip may, in its sole discretion, terminate

any Order or associated agreement, in whole or in part, not currently in production upon written notice to Seller.

20. **Seller's Changes.** Prior to Seller making any changes ("**Changes**") to its Goods, including, but not limited to, its raw materials, designs, tooling, manufacturing location or ownership of Seller, Seller shall provide Wastequip with ninety (90) days' prior written notice of such Changes and Wastequip will have the right, in its sole discretion, to terminate any and all Orders without liability. If notice of Changes is not given, Seller agrees to reimburse Wastequip for any and all costs and damages that arise out of or are related to the Changes.
21. **Limitation of Liability.** Nothing in this Order shall exclude or limit (a) Seller's liability under Sections 15, 16, and 23 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct. Each party's maximum liability to the other party shall not exceed the aggregate amount actually paid or payable under this Order. **IN NO EVENT WILL WASTEQUIP BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH THE ORDER, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED OPPORTUNITY OR PROFITS, CLAIMS BASED ON INVENTORY OR MATERIALS SELLER PURCHASED IN ANTICIPATION OF FUTURE ORDERS THAT WASTEQUIP DID NOT PLACE, WHETHER OR NOT WASTEQUIP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTHING IN THE ORDER LIMITS SELLER'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.**
22. **Waiver.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
23. **Confidential Information.** All non-public, confidential or proprietary information of Wastequip, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Wastequip to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Wastequip in writing. Upon Wastequip's request, Seller shall promptly return all documents and other materials received from Wastequip. Wastequip shall be entitled to injunctive relief for any violation of this Section. This Section shall

not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

24. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). *Force Majeure* Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes, tariffs (but, consistent with Paragraph 12 of this Agreement only as applicable to Wastequip performance obligations), or industrial disturbances. Seller's economic hardship or changes in market conditions including tariffs imposed on Seller are not considered *Force Majeure* Events impacting Seller's obligations. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. Seller shall immediately notify Wastequip in writing of any *Force Majeure* Event along with its mitigation plan with specific milestone due dates and provide Wastequip with regular weekly, or more frequent, updates as to the status of its mitigation efforts. If a *Force Majeure* Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than sixty (60) days, Wastequip may terminate this Order immediately by giving written notice to Seller.
25. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Wastequip, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Wastequip may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent. If Wastequip consents to the use of a subcontractor, Seller will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) defend and indemnify Wastequip for all damages and costs of any kind, incurred by Wastequip or any third party and caused by the acts and omissions of Seller's subcontractors', and, (iii) make all payments to its subcontractors. If Seller fails to timely pay a subcontractor for work performed, Wastequip will have the right, but not the obligation, to pay the subcontractor and offset any amount due to Seller by any amount paid to the subcontractor. Seller will defend, indemnify and hold Wastequip harmless for all damages and costs of any kind, without limitation, incurred by Wastequip and caused by Seller's failure to pay a subcontractor.
26. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or

bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

27. Governing Law, Forum, Jurisdiction.

1. These Wastequip's Terms, and all related documents, rights and obligations of the Seller and Wastequip, and the construction and effect of any contract or agreement formed between them shall be governed by the laws of the State of North Carolina, exclusive of choice of law provisions, and all claims arising out of Wastequip's Terms and all contemplated transactions or breach thereof, whether sounding in contract, tort, statutory or otherwise, shall be governed by the laws of North Carolina, excluding that State's choice of law principals.
2. Seller consents to the personal jurisdiction and forum of United States District Court for the Western District of North Carolina or, if such court does not have subject matter jurisdiction, the courts of the State of North Carolina, sitting in Mecklenburg County. Seller agrees these forums are convenient and reasonable, and Seller further agrees that it will not commence any action, litigation or proceeding of any kind against or by Wastequip in any way arising from or relating to the Products, Wastequip's Terms and all contemplated transactions or breach thereof, whether sounding in contract, tort, statutory or otherwise in any forum other than the United States District Court for the Western District of North Carolina or, if such court does not have subject matter jurisdiction, the courts of the State of North Carolina, sitting in Mecklenburg County and any appellate court from any thereof.
3. Wastequip expressly reserves the right to, and may commence any action, litigation or proceeding of any kind against Seller in any way arising from or relating to the Products, Wastequip's Terms and all contemplated transactions or breach thereof, whether sounding in contract, tort, statutory or otherwise, in any forum Wastequip chooses. Seller waives defenses based on personal jurisdiction and forum non conveniens, as well as the right to seek to remove an action initiated in State court to Federal court, and the right to make a motion to transfer an action from one Federal court to another.
4. Seller agrees that a final judgment in any action, litigation or proceeding hereunder is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
5. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability hereunder.

28. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

29. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the

parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email (with read receipt activated), or certified or registered mail (in each case, return receipt requested, postage prepaid), with an electronic copy to Wastequip's General Counsel (rsedory@wastequip.com). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. The parties agree that for any transactions subject to this Order, electronic or facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this Order or any document created hereunder, based on the use of a facsimile or electronic signature, or the use of a copy retrieved from an electronic storage system.

30. **Severability.** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination by a court of law or other authorized body that any term or provision is invalid, illegal or unenforceable, and in the event that the parties are unable in good faith to agree on a replacement term or provision, a court of competent jurisdiction may modify this Order to effect the original intent of the parties as closely as possible.
31. **Survival.** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction/Arbitration and Survival.
32. **Ownership and License.** Unless otherwise specified in a SOW or other written agreement between the parties, each party owns all right, title, and interest in and to any of its preexisting materials. Seller hereby grants Wastequip a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Seller's preexisting materials in the Goods to the extent necessary for Wastequip's exercise and exploitation of its rights in the Goods. Unless otherwise specified in an SOW or other agreement between the parties, Seller will obtain and assign to Wastequip a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all third party intellectual property rights incorporated into, required to use, or delivered with the Work. Seller will deliver copies of the above releases and licenses to Wastequip upon Wastequip's request.
33. **Wastequip's Property; Special Tools, Dies, Molds and Engineering Designs.** Seller acknowledges that all materials, including, without limitation, tools, dies, molds and

engineering designs furnished or specifically paid for by Wastequip (a) shall be and remain the property of Wastequip; (b) shall be subject to removal at any time without additional cost upon demand by Wastequip; (c) shall be used only in filling the Order for Wastequip; (d) shall be kept separate from other materials and tools; and (e) shall be clearly identified as the property of Wastequip. Seller assumes all liability for loss of and/or damage to Wastequip's property, with the exception, in the case of molds, tools and dies, of normal wear and tear. Payment for special tools, dies, molds and engineering designs will not be made until such time as Wastequip approves samples of produced Goods. If a payment for a special die or mold is made and not included in the unit costs of the produced Goods, the invoice for the produced Goods must state: "A separate payment of US\$ [] was received by us from Wastequip in connection with tools/dies/molds used in the production of this merchandise. See Order []." If tools, dies, molds or engineering designs are supplied to Seller free of charge by Wastequip, the invoice must state: "Molds/tools/dies/engineering designs were supplied free of charge by Wastequip and not included in the unit costs above."

34. **Obsolescence.** In the event that a Wastequip facility shall permanently close, Wastequip agrees to pay Seller for any obsolete Seller owned inventory located as such facility provided that Wastequip had issued a valid Order or Order release, as the case may be, for such inventory and Seller submits, and Wastequip approves (which approval will not be unreasonably withheld), a detailed inventory of the obsolete items. The price of such inventory shall be the list price on the day said Order was issued or the date of the inventory, whichever is less. Payment to Seller will be made under the normal payment terms set forth in Section 14 herein.

35. **Hazardous Materials Reporting.** If any of the Goods ordered herein constitute or contain "hazardous or toxic chemicals" as defined by any applicable federal, State or local law, rule or regulation, Seller shall provide at the time of delivery all required notices and information, including without limitation all Material Safety Data Sheets in approved form. Seller agrees to maintain such information current and shall provide Wastequip with any amended, altered or revised information on a timely basis. When this Order or the specifications referred to herein, requires documentation or certification, this requirement is a material requirement of this Order; Seller's failure to provide such information prior to or at the time of delivery may result in withholding of payment until such is provided.