

# United States Industrial Technologies, Inc.

## TERMS AND CONDITIONS

1. **Applicability.** These Terms and Conditions shall govern any and all products (“Products”) and services (“Services”) provided to you, the customer, by United States Industrial Technologies, Inc. (“USIT”) unless you enter into (or have already entered into) a separate written agreement executed by USIT for the purchase of the Goods or Services.

2. **Payment.** USIT will submit invoices from time to time for the Products or Services. You agree to pay all such invoices within 30 days of receipt. Interest shall accrue on any sums not paid within 30 days after presentation of the invoice or at a rate of 1½ percent per month. You shall also be responsible for any costs (including reasonable attorney’s fees and other costs) incurred by USIT to collect any sums due more than 60 days after presentation of any invoice or other statement of services.

3. **Service and Product Warranties and Warranty Disclaimers.** USIT will perform the Services in accordance with standards reasonably expected of a business in the waste handling, waste management and recycling industry performing the same or similar work. USIT will comply with all applicable federal, state and local laws and regulations applicable to the performance of the Services. USIT warrants that any Products supplied by USIT will be free from material defects in materials and workmanship. These are USIT’s sole warranties with respect to the Products and Services. **USIT MAKES NO OTHER WARRANTY OR GUARANTY OF ANY KIND AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **Acceptance of Work and Opportunity to Cure.** The Products and Services provided by USIT shall be deemed accepted by you unless within fifteen 15 days after your receipt of the Product or USIT’s completion of the Services, you provide written notice to USIT specifying in reasonable detail any deficiency in the Products or Services. Upon receipt of such notice, USIT shall have 15 days to cure any deficiency in the Products or Services identified by you before you may declare USIT in default under these Terms and Conditions and exercise any remedies available under the Terms and Conditions.

5. **Notice of Deficiency or Claim.** You shall provide written notice to USIT of any deficiency or purported deficiency in USIT’s Products or Services or a potential claim that you may assert against USIT within 30 days of USIT’s completion of the Services or provision of any Product or within 30 days of when you discovered or could have discovered any such deficiency with reasonable diligence. Your failure to provide timely notice as required by this Paragraph shall waive any claim or potential claim, including, without limitation, any claim arising as a result of any deficiency or alleged deficiency in USIT’s Services or Products.

6. **LIMITATION ON LIABILITY AND DAMAGES.** ANY LIABILITY OF USIT, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT EXCEED \$10,000.00. DAMAGES RECOVERABLE BY CUSTOMER OR ANYONE CLAIMING THROUGH CUSTOMER, WHETHER FOR CLAIMS SOUNDING IN TORT, CONTRACT, OR OTHERWISE, SHALL BE LIMITED TO, AND SHALL NOT EXCEED, \$10,000.00. IN NO EVENT SHALL USIT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

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7. **Customer's Representations and Indemnity.** You warrant and representation that all of Customer's statements, descriptions, and representations regarding the nature, content, and categorization of wastes handled, transported or disposed of by USIT are true, accurate and complete. Customer shall indemnify USIT for any and all claims, suits, damages or losses of any kind arising, in whole or in part, as a result of Customer's breach of any warranty or representation regarding the nature, content or categorization of wastes handled, transported or disposed of by USIT.

8. **Right to Use Subcontractors.** USIT shall have the right to delegate or subcontract the performance of all or any portion of the work to be performed pursuant to these Terms and Conditions.

9. **No Third-Party Beneficiaries.** Nothing in these Terms and Conditions is intended to or shall create any rights with respect to any third party.

10. **No Assignment without Written Consent.** This Agreement may not be assigned without the prior written consent of both parties.

11. **Choice of Law and Forum.** This Agreement shall be governed by Michigan law. If any provision of this Agreement is deemed to be invalid, it shall not affect the validity or enforceability of any other provisions of this Agreement. You hereby consent and agree to exclusive jurisdiction and venue in federal and state courts located within the State of Michigan.

12. **Severability.** The provisions included in these Terms and Conditions shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder thereof.

13. **Relationship of the Parties.** In performing Services under these Terms and Conditions, USIT shall be deemed to be an independent contractor and not an agent, employee, partner or joint venturer of Customer.