

**GENERATOR AGREEMENT  
(GENERAL TERMS AND CONDITIONS)**

**Recycling/Non-Haz Waste Generator Agreement:**

This Generator Agreement shall constitute a mutual Agreement/Contract between Generator and Aaron Oil Company, LLC (hereafter “**Recycler**” or “**Aaron Oil**”). The Recycler and the Generator (collectively referred to as the “**Parties**”) intending to be legally bound hereby mutually agree as follows:

**A. Recycler**

1. Recycler will remove from Generator’s site or accept from Generator, materials that meet Recycler’s profile including used oil, water, contaminated unused commercial chemical products, crude oil, used absorbents, spent fuel, specialty filters, virgin fuel products, and/or other acceptable materials or waste materials that meet Recycler’s profile and meet the non-hazardous specifications set forth in 40 CFR parts 261 & 279, 40 CFR Parts 761, and any other specifications that the Environmental Protection Agency may enact for non-hazardous materials (hereafter referred to as “**Waste Materials**” for purposes of this Agreement).
2. Loads may be tested by Recycler at the Generator's site before removing any Waste Materials from Generator's site or a transporter’s tanker; however, neither testing by Recycler nor failure of Recycler to perform testing will alleviate Generator’s duties regarding the Waste Materials. All water must be approved prior to shipment and must meet the description of one or more of the listed sources as described in Recycler’s SID Permit.
3. Recycler will manage Waste Materials that are handled by Recycler for Generator according to all appropriate federal, state and local regulations. Regulations include but are not be limited to those found in 40 CFR 261, 266, 279 covering used oil and other petroleum products burned for energy recovery, regulations found in 40 CFR Parts 761 and regulations that cover Spill Prevention Control and Countermeasure (SPCC) plan covered under the Clean Water Act, found in 40 CFR 112 and the OPA 90 Rules as applicable.
4. Recycler will maintain insurance coverage required by the Department of Transportation, the Environmental Protection Agency and any other federal, or state agency that may require Recycler to maintain a certain policy amount.
5. Recycler will maintain a cradle-to-grave computerized tracking system that will follow each gallon of used petroleum oil and associated waste removed from said oil including analysis results and end user destination for a minimum of five (5) years.
6. Recycler will indemnify Generator and hold Generator harmless with respect to damages and other liability under federal, state or local law, including common law, in connection with the transportation, storage, processing, recycling and or disposal of Generator's Waste Materials, provided such streams meet the non-hazardous waste requirements and are not misrepresented by the Generator or its representative.

**B. Generator**

1. Generator agrees to not mix any hazardous waste into the Waste Materials that are to be collected by Recycler or delivered to Recycler, and to only allow Waste Materials that are classified as non-hazardous waste according to 40 CFR parts 261, 266 Subpart (E) and 40 CFR 279 to be delivered to Recycler.
2. Generator agrees that Waste Materials to be delivered to Recycler do not contain detectable levels of PCB's.
3. Generator agrees to sign and execute manifest receipts furnished by Recycler and to keep such copies of receipts on file at the Generator's facility office for a minimum of for a period of at least three (3) years.
4. Generator warrants and represents to Recycler that the description of any Waste Materials provided to Recycler is a true and correct description of the Waste Materials, and that the Waste Materials will have the properties and characteristics described in each waste manifest or profile or any other documents given to and accepted by Recycler. Generator further agrees that any trucks or containers of Waste Materials that it delivers to Recycler will be marked, labeled, and otherwise in conformance with all applicable federal, state and local laws and regulations. Both Recycler and Generator hereby agree that the Generator's certifications and representations are a material and substantial part of this transaction.
5. Generator agrees that it possesses and shall maintain all licenses, permits or certificates required by applicable local, state and federal laws and regulations to lawfully dispose of and deliver any Waste Materials to Recycler, and that while and if the Generator's agents or employees are on Recycler's premises, they will comply with all federal, state and local laws and regulations pertaining to occupational safety and health as well as Recycler's particular policies and procedures as instructed.

**C. Nonconforming Materials**

1. Testing. Recycler shall have the right, but not the duty to inspect, sample, analyze, or test any Waste Materials before beginning services. Failure or refusal of Generator to provide Recycler with access to inspect, sample, or test such Waste Materials shall cause such Waste Materials to be deemed nonconforming as defined in this section. Recycler's exercise of or failure to exercise, its right hereunder shall not operate to relieve the Generator of its responsibility or liability under this Agreement.
2. Nonconforming Materials. If any Waste Materials are discovered to be of the type that cannot be handled, stored, treated, processed, recycled or disposed of as anticipated by this Agreement, such Waste Materials shall be considered Nonconforming Materials. Recycler shall not be responsible for handling, transportation, storage, treatment, processing, recycling, or disposal of Nonconforming Materials. Also, if the nature of the Waste Materials will significantly increase the cost of performing the services or the Waste Materials are determined now or hereafter to be defined as a hazardous waste under any applicable local, state, or federal statute, law or regulation promulgated thereunder, then the Waste Materials will be considered “**Nonconforming Materials**”.
3. Protocol for handling Nonconforming Materials. If the Waste Materials are found to be Nonconforming Materials prior to being collected at Generator’s site, Recycler will notify the Generator promptly that it is unable to accept said

Nonconforming Materials. If Recycler determines that any Waste Materials are Nonconforming Materials once the Waste Materials are at Recycler's site, the Parties shall follow the following protocol:

- 1) Recycler shall promptly notify Generator that the Waste Materials are Nonconforming Materials;
- 2) The Parties shall use their best efforts to agree upon the proper course of action for handling said materials;
- 3) If Recycler is compelled by circumstances or timing issues to arrange for storage or disposal of the Nonconforming Material, it will do so at Generator's expense;
- 4) Generator agrees to sign as Generator on any and all appropriate documentation for the profiling, manifesting and disposal of the Nonconforming Material;
- 5) In all events, Generator agrees to pay Recycler its reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for any Nonconforming Materials;
- 6) Should the Parties be unable to agree on how to handle the Nonconforming Materials, the Parties agree to engage a mutually acceptable third party to mediate the matter and decide upon an appropriate disposition of the Nonconforming Materials and the Parties agree to abide by the third-party mediator's recommendations.

#### **D. Transfer of Title**

Title to and liability for Waste Materials shall transfer from the Generator to Recycler upon acceptance; provided, however, that title to and liability for Nonconforming Materials shall always remain with the Generator, unless Recycler agrees in writing to accept title to and liability for such Nonconforming Materials.

#### **E. Other Terms**

1. Independent Contractor. Recycler is and shall perform this Agreement as an Independent Contractor, and as such, shall exercise exclusive control over all its employees, agents, subcontractor, and operations. Neither Recycler nor anyone employed by Recycler shall be, represent, purport to act as, or be deemed to be the agent, representative, employee or servant of the Generator.
2. Force Majeure. Neither party shall be deemed to be in material breach of this Agreement to the extent that any delay or failure in the performance of its obligations, other than the payment of money for services already rendered, results from any cause beyond its reasonable control, including, but not limited to: acts of God, acts of civil or military authority, riots, insurrections, fire, explosion, accident or epidemic, lack of regulations, requirements, orders or actions, breakage, failure of machinery or apparatus, negligent or willful act of the other Party, national defense requirements, injunctions or restraining orders, labor trouble, strikes, lockout or injunction, provided that neither Party shall be required to settle a labor dispute against its own best judgment and changes in laws, statutes, regulations, or ordinances.
3. Law to apply. The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

#### **F. Further Agreements by Generator and Recycler**

1. Pricing. The costs involved for this service may be negotiated and raised or lowered as the Parties may substantially agree, provided, however, Generator accepts Recycler's written notice of price changes from time to time based upon Recycler's pricing index for used oil and/or in proportion to the Consumer Price Index.
2. Additional costs. Fuel surcharges, document storage fee, and testing fees may apply to this transaction.
3. Recycler may raise or lower costs to provide applicable services in the event government regulations go into effect after the Agreement is signed.
4. Termination for any reason. Either Party may terminate this Agreement for any reason by giving the other Party thirty (30) days' written notice of termination prior to the end of the initial agreed upon term. This Agreement will renew year to year until either party provides written notice of termination within 30 days of the end of any renewal period.
5. Termination for cause. Either Party may terminate this Agreement upon the occurrence of any material breach by the other Party by giving written notice of such breach to the breaching Party, which notice must refer to this section and describe the alleged breach. This Agreement will terminate ten (10) days after receipt of such notice unless the breaching Party has cured such breach within such ten (10) calendar-day period.
6. Severability. If any part or section contained in this Agreement is ever deemed invalid by any court of competent jurisdiction, such decision or decree shall not affect the remainder of parts or sections, and each shall remain in full force and effect.
7. Entire Agreement. All prior oral or written proposals, representations, promises, negotiations, agreements, and/or contracts between the Parties hereto are merged into and are superseded by this Agreement regarding this specific transaction and this Agreement shall control over any inconsistent provisions in any prior or subsequent contract(s) or agreement(s) between the parties.
8. Exchange Program. If this transaction involves delivery and set up under the drum/roll-off box Exchange Program, Generator agrees that during each period between exchanges, the responsibility of damaged containers, leaks, spills, proper management, labeling, storage and handling of each container and its content while in Generator's possession remains the Generator's until such time the containers are accepted by Recycler during the exchange. If the content of any container is deemed not acceptable by Recycler during any scheduled exchange, then the Generator will pay the Recycler to replace the container with a clean empty container of equal value and quality in accordance with the Recycler's Quote and dispose of the unaccepted material at Generator's expense. Any damages to the container between exchange periods, loss of use, and repairs will be the Generator's responsibility.
9. Invoices and payment. All invoices are due net-30 unless otherwise noted. Any past due amount over 30 days is subject to a 1.5 % service charge per month. Generator will be responsible for any and all attorney fees and/or collection costs for collection of amounts owed pursuant to this Agreement.