



**TONAWANDA ENVIRONMENTAL CORP.  
TERMS AND CONDITIONS**

Following are the general terms and conditions by which Tonawanda Environmental Corp. (TEC) offers its waste management services. These conditions are offered in conjunction with a firm letter of quote, which references specific waste materials and/or transportation offered.

**ACCEPTANCE** - TEC certifies that it has obtained disposal approval for your wastes as listed, and that the disposal facility listed has the required permits and existing capacity to handle your waste materials as quoted.

**PACKAGING** - All drum containers used to ship wastes must be via container approved by DOT/EPA for waste transport and must be properly sealed and free of any exterior residues. Drums must be labeled by law. (Quotes reference 55 gallon drums where drums are listed.)

**ENVIRONMENTAL FEES/TAXES** - All legislated fees, surcharges, taxes and related charges levied for the transport and/or disposal of the listed waste material(s) will be so invoiced to the generator including retroactive adjustments for same.

**NON-CONFORMING/OFF-SPECIFICATION WASTE** - All pricing and services herein stated are based upon the waste materials being as represented, identified and/or specified to Tonawanda Environmental Corp. by the generator. Any deviation from the waste material representation, identification or specification will deem the material non-conforming/off-specification. Title for such non-conforming/off-specification shall at all times remain with the generator. All charges associated with handling, processing and/or returning any non-conforming/off-specification waste material shall be the responsibility of the generator. These charges may include TSDF rejection fees, out of route mileage charges, standard drum transportation and stop charges. Waste will be returned at transporter's convenience.

**RIGHTS RESERVED** - TEC reserves the right to decline to accept for collection, transportation, treatment or disposal any waste which, in its judgment, it cannot transport, treat or dispose of in a lawful manner or without risk of harm to public health or the environment or which cannot be handled economically due to a change in disposal, treatment, charges or sites, governmental regulations or other factors beyond the control of TEC.

**WEIGHT LIMITATIONS** - Since legal allowable load weight limits change depending on equipment variances and by state, TEC reserves the right to refuse for transport any load which is determined to be overweight at the time of pickup, until correction is made to adjust the weight to comply with requirements. It is TEC's responsibility to determine maximum allowable load limitations per shipment and advise the generator of any required adjustments needed to bring the load into weight compliance prior to shipment. Generator is responsible for removal of excess product and applicable demurrage charges.

**PAYMENT TERMS - NET 15 DAYS (US FUNDS)** - Customer agrees to make payment to the office of TEC in the amount as specified on the invoice rendered within 15 days after the date of invoice. All disputes involving items for charges on the invoice must be submitted to TEC in writing within fifteen (15) days from the date of invoice. In the event TEC has not received payment within 15 days after the date of invoice or written notification of disputed items or charges within fifteen (15) days from the date of invoice, customer agrees to pay interest on the unpaid balance at the rate of 1.5 percent per month, commencing upon the expiration of a 30 day period from the date of the invoice.

**DRUM SHIPMENTS** - For less than truckload (LTL) quantities, there is a \$60.00 stop-off charge for pickup. For deliveries to more than one facility, there is an additional \$60.00 stop-off charge per each additional facility. We allow for one hour free loading time and one hour free unloading time for LTL shipments; and two hours free loading time and two hours free unloading time for truckload shipments. Detention will be charged at a rate of \$12.50 per quarter hour thereafter.

**BULK SHIPMENTS** - Waste materials shipped in bulk tank trucks sometimes require a tank washout, and/or physical removal of high solids residue that does not come out of the truck at unloading. The Generator will be advised of this as it occurs and the Generator will be responsible for all bulk tank cleanout charges for labor, materials and sludge disposal.