



## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 202\_ (the “Effective Date”) by and between Superior Environmental Solutions, LLC, a Delaware limited liability company and its subsidiaries or affiliates (collectively “SES”) and \_\_\_\_\_, a \_\_\_\_\_ (“Client”).

- Services.** SES or one its affiliates will provide certain environmental services (the “Services”) as more particularly described in one or more quotations, proposals or estimates provided by SES (each, a “Proposal”). Client and SES may order changes in the Services within the general scope of a Proposal. If such changes result in increased work, SES will invoice Client for hours worked, equipment used, and materials expended in accordance with the pricing set forth in a Proposal, unless otherwise mutually agreed upon. In any emergency affecting the safety of persons or property, SES may act in its sole discretion to prevent threatened damage, injury or loss and Client shall be responsible any such increase in Fees.
- Term; Termination.** The term of this Agreement will commence on the Effective Date continue for a period of 3 years thereafter (the “Initial Term”), unless sooner terminated pursuant to this Section. Thereafter, this Agreement shall renew on annual basis (each a “Renewal Term” and together with the Initial Term, the “Term”) unless either party provides written notice of intent not to renew at least 30 days prior to expiration of the then current Term. Either party may terminate this Agreement or a particular Proposal for any reason by providing the other with not less than 60 days' prior written notice. Either party may terminate this Agreement or a particular Proposal upon 2 hours' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the party initiating the termination has given the other party notice of the deficiency and allowed that party a reasonable period of time to cure same before notice of termination is issued. In no event may Client cure late payment more than once in any consecutive twelve (12) month period without SES's consent. Upon termination, Client shall compensate SES for all Services performed prior to termination as well as for its charges for demobilization in accordance with the Price List.
- Fees; Payment; Taxes.** The fees for the Services will be set forth in each applicable Proposal (“Fees”). Client acknowledges that the Price List may be adjusted by SES. Client shall pay any Fees in U.S. Dollars within 30 days of receipt of applicable invoice. Invoicing shall occur on a weekly basis or upon completion of the Services, whichever is earlier. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. In addition to all other remedies available under this Agreement or at law, SES shall be entitled to suspend the provision of any Services if Client fails to pay any fees within 30 days of receipt of the applicable invoice. If Client's account is placed in the hands of an attorney or collection agency for collection due to late payment or non-payment, Client agrees to pay, in addition to the principal and interest due hereon, all reasonable attorneys' fees, plus all other costs and expenses of collection and enforcement, including any fees incurred in connection with such proceedings. Any tax or governmental charge due in connection with SES's performance or delivery of the Services shall be payable by Client in addition to the quoted price of the Services.
- SES's Obligations and Warranties.** SES represents and warrants that the Services provided hereunder shall be performed in a workmanlike manner in accordance with general industry standards (“Services Warranty”). SES will comply in all material respects with (a) all safety, security, and health rules issued to SES by Client in writing; and (b) all local, state and federal laws, ordinances, orders and regulations applicable to the Services. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY SES AND SES MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE SERVICES.
- Client's Obligations and Warranties.** Client shall be responsible for: (a) providing complete information regarding its requirements for the Services and immediately notifying SES of any new information or change in plans; (b) notifying SES of the location and description of any underground installations, utilities, tanks, aquifers, mines, or other geological or man-made conditions, or any other potential hazards; (c) notifying SES of any special

hazards or risks involved in the excavation and/or removal of the waste; (d) providing, at its sole expense, utilities required by SES in connection with the performance of the Services; (e) securing and paying for all necessary approvals, easements, assessments, permits, renewals, and charges required for the Services; and (f) notifying all appropriate authorities of the release of any hazardous substance, mixture, or solution as may be required by any Federal, State, or local laws. Client warrants that (i) any right-of-way provided by Client to/from the work site and/or to/from the most convenient public way, is sufficient to bear the weight of all SES's equipment and vehicles required to perform the Services and (ii) it holds clear title to all waste to be treated, stored and/or disposed and is under no legal restraint or order which would prohibit the treatment, storage and/or disposal of such waste to any transporter or disposal facility. Client grants SES access to Client's facilities for the purpose of providing the Services and acknowledges and agrees that any such access to Client's facilities may affect Client's operations.

6. Indemnity. SES shall defend, indemnify and hold harmless Client, its directors, officers, employees, and assigns from and against any and all losses, expenses, fines, penalties, claims, and demands (including reasonable attorneys' fees) ("Losses") directly arising out of any negligent act or omission of SES or its employees in providing the Services, except to the extent such Loss is contributed to by (a) the negligence of Client, its agents and employees, or (b) defects in, or condition of the premises on which Services is to be performed or equipment thereon or materials furnished by Client, its agents or employees. The foregoing shall apply to the extent Client has provided to SES adequate notice, information and assistance (at SES's expense) to enable SES to adequately defend itself. Client shall defend, indemnify and hold harmless SES, its directors, officers, employees, and assigns from and against any Losses arising as a direct result of: (a) any negligent act or omission of Client, its officers, agents, employees or assigns; (b) Client's failure to make any notifications required by law of the release or existence of any hazardous substance, mixture or solution; and (c) SES's authorized access to Client's facilities hereunder except as may be attributable to SES's negligence, reckless conduct or willful misconduct.

7. Limitation of Liability. SES'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE SERVICES (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED AMOUNT PAID TO SES BY CLIENT UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD FOR THE SERVICES IN RESPECT OF WHICH SUCH CAUSE ARISES OR AT SES'S OPTION, THE CORRECTION OR REPERFORMANCE OF SUCH SERVICES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING, WITHOUT LIMITATION, FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF CLIENT'S CUSTOMERS.

8. Confidentiality. Any confidential or proprietary information SES or Client receives (the "Receiving Party") from the other party (the "Disclosing Party") shall be kept confidential by the Receiving Party and, except as otherwise required by court order or subpoena, shall only be made available to the Receiving Party's employees or contractors with a need to know in order to carry out the performance of this Agreement. Confidential and proprietary information shall not include any information publicly available or generally known in Client's or SES's industry. Nothing in this Section 8 shall prohibit either party from disclosing any information to the extent required by law, legal process or other legal compulsion. If Receiving Party is requested pursuant to, or is required by, law, legal process or other legal compulsion to disclose any information, the Receiving Party will give the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Section 8. If no such protective order or other remedy is obtained prior to the date that Receiving Party deems necessary to disclose, or the Disclosing Party waives compliance with the terms of this Section 8, the Receiving Party will furnish only that portion of the information which it is advised by its counsel is legally required to be disclosed. This covenant shall survive termination of this Agreement indefinitely.

9. Insurance. SES shall maintain during the Term the following insurance: (a) Worker's Compensation in accordance with laws of the state where Services will be performed; (b) Commercial General Liability (environmental, premises and operations coverage, products and completed operations coverage and S&A Pollution coverage) \$2,000,000 per occurrence, \$5,000,000 aggregate; (c) Automobile Liability, \$1,000,000 combined single limit; and (d) Umbrella/Excess Liability of \$5,000,000. SES shall provide Client proof such insurance upon request.

10. RCRA Compliance. Client agrees that nothing contained in this Agreement shall construed as requiring SES to assume the status of a generator, storer, treater or disposal facility as defined in the Resource Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq., as amended, ("RCRA") or within any state statute governing the treatment, storage and disposal of waste. Client assumes the responsibility for compliance with the RCRA and any state statute governing the treatment, storage and disposal of waste. If Client requests SES's assistance in meeting its obligations, as set forth within this Section 10, then SES will, as directed by Client, provide such services as mutually agreed, which may include: (a) perform analytical testing to assist Client in the proper characterization of the waste for manifest preparation; (b) identify potential transporters and disposal facilities which may be used in the transportation and disposal of waste collected; (c) cooperate with transporters and/or disposal facilities selected by Client; and (d) prepare manifests for Client's approval and execution.

11. Force Majeure: Neither party shall be liable for delays in performance or for non-performance (other than payment obligations) due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or unforeseen circumstances of causes beyond such party's reasonable control.

12. Non-Solicitation. Client covenants and agrees that during the Term and for a period of 12 months following expiration or termination, neither Client nor any of its parents, subsidiaries or affiliates shall solicit for employment or employ any of SES's employees or consultants providing the Services without the express prior written consent of SES's President. Client acknowledges that a breach or threatened breach by it or any of its parents, subsidiaries or affiliates of this Section 12 shall constitute a material breach of this Agreement entitling SES to a preliminary injunction and other equitable relief.

13. Notice. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party below:

|                                       |               |
|---------------------------------------|---------------|
| If to SES:                            | If to Client: |
| Superior Environmental Solutions, LLC | _____         |
| 9996 Joseph James Drive               | _____         |
| Cincinnati, OH 45246                  | _____         |
| Attn: Contracts Manager               | _____         |

14. Miscellaneous. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Ohio, without giving effect to principles of conflict of laws. All controversies and claims arising hereunder, and all actions and proceedings to enforce this Agreement, shall be brought exclusively in the federal and state courts located in Hamilton County, Ohio. EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. No action, regardless of form, arising out of transactions under this Agreement, may be brought by either party more than twelve (12) months after the cause of action has occurred. SES may subcontract any or all of the Services herein. This Agreement and any Proposals contains the entire agreement between the parties, and no statements made by either party or agent of either party that are not contained in this Agreement or any Proposal shall be valid or binding. This Agreement may not be modified except in writing signed by SES and Client. Neither party may assign this Agreement or any of such party's rights or obligations hereunder, without the prior written consent of the other party hereto; provided, however, SES may assign this Agreement to an Affiliate or in connection with a merger of SES with or into another entity or a transfer of all or substantially all of SES's capital stock, business or assets. SES shall act as an independent contractor and not as an employee, agent, joint venture or partner of the Client. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. No waivers of or exceptions to any term of this Agreement shall be deemed to be or construed as a further or continuing waiver of any such term. In case any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year referenced on page one.

SES:

Superior Environmental Solutions, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



9996 Joseph James Drive  
Cincinnati, OH 45246

Phone: 513-874-8355  
Fax: 513-874-8555

### NEW CUSTOMER CREDIT APPLICATION

The undersigned company is applying for credit with Superior Environmental Solutions, LLC and agrees to abide by the general terms and conditions as stated below.

Date of Application: \_\_\_\_\_

Company Name: \_\_\_\_\_

DBA (if different): \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID or Social Security Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

Date Business Established: \_\_\_\_\_

Industry or NAICS Code: \_\_\_\_\_

Amount of Credit Requested: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Are you a:

CORPORATION

State of incorporation: \_\_\_\_\_

Names, titles, and addresses of your three chief corporate officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PARTNERSHIP

Names and addresses of the partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SOLE PROPRIETORSHIP

Are you sales tax exempt?  Yes  No

Have you ever had credit with us before?  Yes  No

If yes, under what name? \_\_\_\_\_



9996 Joseph James Drive  
Cincinnati, OH 45246

Phone: 513-874-8355  
Fax: 513-874-8555

**Credit References:**

Credit Reference #1      Name: \_\_\_\_\_  
   Address: \_\_\_\_\_  
   Phone: \_\_\_\_\_

Credit Reference #2      Name: \_\_\_\_\_  
   Address: \_\_\_\_\_  
   Phone: \_\_\_\_\_

Credit Reference #3      Name: \_\_\_\_\_  
   Address: \_\_\_\_\_  
   Phone: \_\_\_\_\_

**Bank References:**

Bank Reference #1      Account Number: \_\_\_\_\_  
   Name of Bank: \_\_\_\_\_  
   Contact Person: \_\_\_\_\_  
   Bank Address: \_\_\_\_\_  
   Phone: \_\_\_\_\_

Bank Reference #2      Account Number: \_\_\_\_\_  
   Name of Bank: \_\_\_\_\_  
   Contact Person: \_\_\_\_\_  
   Bank Address: \_\_\_\_\_  
   Phone: \_\_\_\_\_

I represent that the above information is true and is given to induce to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE**

1. All bills become payable in full 30 days from the date of invoice and if not paid within terms are considered past due.
2. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.
3. **PERSONAL GUARANTEE: If the credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation.**

Please return completed form with W-9 to [sales@sesinc.com](mailto:sales@sesinc.com).

**Superior Environmental Solutions, LLC**

*Revision 8.24.2021*



9996 Joseph James Drive  
Cincinnati, OH 45246

Phone: 513-874-8355  
Fax: 513-874-8555

**CUSTOMER BILLING INFORMATION**

Customer Company Name: \_\_\_\_\_

Purchasing Contact Name & Title: \_\_\_\_\_

For Internal Use Only:

Service Location: \_\_\_\_\_ Account Manager: \_\_\_\_\_

**FACILITY INFORMATION:**

Site Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Site Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

EPA ID Number: \_\_\_\_\_ Industry/NAICS Code: \_\_\_\_\_

**BILLING INFORMATION:**

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Accounts Payable Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address or Email to forward invoices: \_\_\_\_\_

Payment Terms: Net 30 Days Standard

How will you issue Purchase Order Numbers for your invoices?

Blanket \_\_\_\_\_ Monthly \_\_\_\_\_ Individual \_\_\_\_\_ Not Required \_\_\_\_\_

Are you a tax exempt or direct pay entity?

No \_\_\_\_\_ Yes \_\_\_\_\_ (please provide applicable document)

Please return completed form with W-9 and tax exempt/direct pay certificate (if applicable) to [sales@sesinc.com](mailto:sales@sesinc.com).

**Superior Environmental Solutions, LLC**