

Bridgewell Sustainable Solutions LLC

General Terms and Conditions

- 1 **ENTIRE CONTRACT.** These General Terms and Conditions (these “Terms and Conditions”) are incorporated into all sales transactions, whether placed by phone, email, purchase order, or confirmed by sales order, between Bridgewell Sustainable Solutions LLC, its parent and affiliates (“Seller”) for sales to Bridgewell Sustainable Solutions LLC customers (“Buyer”). Unless a separate written agreement is signed by both parties, the entire contract between Buyer and Seller is contained in the sales order issued by Seller (“Order”), including terms specifically incorporated into the Order by reference. Any prior discussions and negotiations between the parties are superseded by the terms of the Order. The Order may only be modified in writing signed by both parties. Buyer agrees that the terms contained in this Order constitute the sole and exclusive agreement between Seller and Buyer. Seller’s performance under the Order does not constitute an acceptance of provisions of any purchase order that are different from or additional to the terms of the Order, and such different or additional provisions are expressly rejected and are void. The disposal services to be purchased by Buyer under the Order are referred to below as the “Services”
- 2 **SCOPE OF SERVICES.** Seller’s services to the Buyer are solely to arrange for the pick up and transportation of Buyer’s Materials to a Disposal Facility (as defined below). “Materials” are defined as weathered wood, certain used utility poles, railroad ties and other materials which have been treated with wood preservatives. All services provided by Seller to Buyer shall be subject to the terms and conditions of this Agreement.
- 3 **BUYER’S REPRESENTATIONS.** Buyer represents and warrants that the Materials are properly described on any waste information sheet provided to Seller or a Disposal Facility. Buyer represents and warrants that the Materials do not contain or constitute hazardous waste under any federal or state law, rule or regulation.
- 4 **LIMITATION OF WARRANTY/LIMITATION OF LIABILITY.** Seller provides no warranty, express or implied related to the services provided hereunder. Seller shall not be liable to Buyer for consequential, indirect, special or punitive damages for any cause of action, whether in contract, tort or otherwise. Consequential damages include, but are not limited to, lost profits, lost revenues and lost business opportunities, whether the other party was or should have been aware of the possibility of such damages. In no event shall Seller’s liability exceed the value of the Order giving rise to such claim.
- 5 **DEFAULT.** If Buyer breaches or is otherwise in default under the Order or under any other contract between the parties hereto, Seller at its option may defer delivery of the Services until the default is cured, or may treat the default as a repudiation by Buyer of the Order in its entirety, cancel the Services and hold Buyer liable for such direct damages as Seller may incur. For purposes of the Order, Buyer’s insolvency shall be a default under the Order.
- 6 **CANCELLATION.** Except as otherwise expressly provided in the Order, the Order shall be cancelled only by mutual written consent of the parties. If Buyer is in default for failure to pay any previous invoice within credit terms at the expected date of shipment of the Services or any part thereof, or if Seller has received any adverse credit information about Buyer, Seller may delay performance and/or cancel the remaining balance of the Services without liability. If Seller is unable to deliver the Services within 7 working days of the scheduled performance date, for any reason other than due to a Force Majeure event, Buyer may cancel the unperformed Services from the Order and take a credit for the purchase price for the Services deleted from the Order.
- 7 **FORCE MAJEURE.** Seller shall be free from any liability for delay or failure in performance arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency beyond Seller’s control affecting production, transportation to boarding point, loading, forwarding or unloading at destination of the Services, including disturbances existing on the date of the Order.
- 8 **DISPUTE RESOLUTION.** Except as set forth herein, any claim that arises out of or relates to the Order, or to the interpretation or breach thereof, shall be brought solely in the state court in Washington County, Oregon. If it becomes necessary for Seller to pursue collection of any amounts due Seller related to the Order, Seller shall be entitled to its reasonable attorney fees, collection costs and expenses, whether or not an action is commenced. No action or inaction of Seller, shall be deemed a waiver of any provision of these Terms and Conditions.
- 9 **CREDIT APPROVAL.** All sales are subject to credit approval.
- 10 **GENERAL.** The rights and obligations of the parties under the Order shall be governed by the laws of the State of Oregon, including the provisions of the Oregon Uniform Commercial Code, but without regard to conflicts of law principles. If any provision of the Order is determined by any court or arbitrator to be unenforceable, the provision shall be deleted, and the balance of the Order shall be binding upon the parties. Signatures sent electronically shall be treated as a binding original.
- 11 **EQUAL EMPLOYMENT OPPORTUNITY.** By entering into the Order the parties agree, to the extent applicable, to comply with Executive Order 11246, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, and the Vocational Rehabilitation Act of 1973, which are incorporated herein by this reference.
- 12 **ASSUMPTION OF LIABILITY.** It is understood and agreed that Buyer assumes all risks and liabilities resulting from the use of the Services. Seller neither assumes nor authorizes any person to assume for Seller any of the liability in connection with the sale or use of the Services.
- 13 **INDEMNIFICATION.** The Buyer agrees to indemnify Seller, its member, subsidiaries and affiliates, and its and their members, managers, directors, officers, partners, employees, agents, successors and assigns from any and all claims arising from or related to any loss, damage, injury or death alleged to have been caused, in whole or in part, by Buyer’s misrepresentation, violation of any laws, ordinance, regulations, or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or other hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use or disposal of any such material.
- 14 **COLLECTION OF TREATED WOOD MATERIAL.** Seller will arrange for the necessary labor and equipment to facilitate the pick up of the Materials. Pursuant to the terms of an accepted Order, Seller will pick up the Materials within ___ days after Seller’s receipt of receipt of a written request from the Buyer. Seller will also respond to requests of emergency service and attempt to pick up the Materials as quickly as possible after such request. For each load of Materials picked up by Seller, the Buyer shall have the Materials prepared for disposal.
- 15 **Disposal Facility.** Though Seller may have provided recommendations, the Buyer has selected and approved the Disposal Facility. The Buyer has confirmed that the Disposal Facility is approved and licensed to receive and dispose of the Materials.
- 16 **Title.** Title to the Materials shall remain with the Buyer until the Materials are delivered and accepted by the Disposal Facility at which time title to the Materials shall vest with the Disposal Facility. At no time and under no circumstances will title to the Materials transfer to Seller.