



TERMS AND CONDITIONS

Terms and Conditions Applicable to All Agreements with Customers:

Tradebe and Affiliates: As used in the Agreement and these General Terms and Conditions, Tradebe refers to Tradebe Environmental Services, LLC, a Delaware limited liability company, and its affiliated companies organized and existing under state law in the United States to the extent performing services under the Agreement.

Term and Termination: The Agreement starts on the Effective Date and will continue until the sooner of (i) completion of the services or (ii) expiration of the term (subject to any renewal provisions) stated on the face of the Agreement; unless sooner terminated for one of the following reasons: (a) by Tradebe if customer defaults in performing its obligations under the Agreement, and such default is not cured within thirty (30) days (ten (10) days in case of nonpayment of amounts due) following Tradebe's notice of default, stating the default with reasonable specificity, (b) by customer if Tradebe defaults in performing its obligations under the Agreement and such default is not cured within thirty (30) days following customer's notice of default, stating the default with reasonable specificity, or (c) by either party if the other party fails to comply with applicable federal, state and local environmental laws and regulations and such default is not cured (if cure will eliminate the default) within thirty (30) days following the other party's notice of default, stating the default with reasonable specificity, or (d) by either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, admits in writing the inability to pay debts as they mature, has a trustee or receiver appointed by any court with respect to its assets, or has an action taken against it under bankruptcy or insolvency law or laws relating to the relief of debtors, and (in the case of involuntary actions) the involuntary proceeding is not extinguished within sixty (60) days of its filing. A party electing to terminate for any of the foregoing reasons will give notice of termination to the other party. Termination does not extinguish rights under the Agreement. If customer terminates the Agreement prior to the completion of services, customer will pay Tradebe the services fee for services performed through the date of termination plus (for Tradebe services performed at sites other than Tradebe locations) reasonable demobilization charges. Termination rights under this paragraph are in addition to, and not in substitution of, all other remedies available to the parties under the Agreement, at law, or in equity.

Payment Terms: Unless otherwise stated on the face of the Agreement (not on preprinted terms and conditions), payment terms are net thirty (30) days from date of invoice. If any portion of the invoice is disputed, the undisputed portion will be paid in accordance with payment terms. Tradebe's acceptance of the undisputed portion of any invoice will not constitute accord and satisfaction and will not serve as a waiver of claim for the disputed portion of the invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, if less, on all amounts outstanding more than thirty (30) days. Customer will be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by Tradebe to collect any payments due under the Agreement including reasonable attorneys' fees. In the event that customer submits an insurance claim for the payment of the emergency response services or any other services rendered under the Agreement, customer remains liable for payment of all invoice(s) in full, notwithstanding any payment issued by an insurance company. In the event of a change in customer's financial condition or failure to pay invoices when due, Tradebe reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Tradebe to exercise its rights under this article at any time will not constitute a waiver of Tradebe's continuing right to do so. Tradebe makes no representation or war-

ranty that the work done hereunder will satisfy, limit, or reduce Customer's or, if customer is an insurance company, customer's insured's liability or responsibility to any third party, public or private.

Tradebe Warranties: Tradebe represents and warrants that: (a) the services will be performed in a professional and competent manner in accordance with industry standards in the state where such services are performed, using properly qualified and trained employees of Tradebe or its approved subcontractors (this warranty will survive the completion of services for a period of one (1) year), (b) Tradebe will provide all supervision, labor, materials, tools, equipment and subcontracted items for the performance of the services, (c) it holds all necessary permits and licenses required for the performance of the services; and (d) the services will be performed in compliance with applicable federal, state and local environmental laws and regulations. The representations and warranties of Tradebe under this paragraph will survive the expiration or termination of the Agreement for a period of one (1) year.

Customer Warranties: Customer represents and warrants that: (a) it will provide full and complete information regarding its requirements for the services that may be reasonably requested by Tradebe, (b) it will communicate to Tradebe all special hazards or risks known to the customer that are related to the performance of the services pursuant to the Agreement, (c) it is under no legal restraint or order which would prohibit the performance of the services by Tradebe, (d) it has the requisite legal right, title, or interests necessary to provide control over and access to any customer premises (or other premises designated by customer) where the services are to be performed, (e) the services to be provided under the Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which customer has knowledge, (f) the description of the waste materials on the Waste Profile is accurate and complete, and that waste materials to be shipped to Tradebe will conform to the Waste Profile; and (g) unless Tradebe packs the waste materials, all containers of waste materials shipped to Tradebe will be marked, labeled and otherwise conform with all applicable federal, state and local laws, regulations, or ordinances. The representations and warranties of customer under this paragraph will survive the expiration or termination of the Agreement for a period of one (1) year.

Subcontracts and Vendors: Tradebe will provide to customer a list of names of subcontractors proposed to perform principal portions of the services provided by Tradebe. Tradebe will not employ any subcontractor to whom customer reasonably objects. A subcontractor, for the purposes of the Agreement, is a service provider with whom Tradebe has a direct contract for services. All contracts between Tradebe and its subcontractor will be materially in accordance with the terms of the Agreement. Tradebe will timely pay and discharge all claims of third party vendors or subcontractors to Tradebe in connection with services, and will defend, indemnify and hold harmless customer against any and all vendor or subcontractor liens arising from such claims.

Services on Site: If and to the extent services are performed on property owned or controlled by customer, customer will provide Tradebe

and its employees and subcontractors (if any) a safe working environment for the services and will disclose to Tradebe and its employees and its subcontractors (if any) all known or suspected hazards associated with the performance of the services. Customer will also inform its employees, agents and subcontractors of the presence of Tradebe on the site, the nature of the work to be performed, and ensure that customer's employees, agents and subcontractors do not interfere with the services. Customer shall be responsible for repairs to all private property structures, roadways and rights of way resulting from Tradebe's reasonable use thereof. Tradebe will take necessary precautions for the safety of its employees, will comply with applicable provisions of the Occupational Safety and Health Act, and will comply with site-specific rules of customer relating to environmental, health, safety and security that are provided in writing to Tradebe prior to the start of services or that are conspicuously posted on the site in the area where services are to be performed. Tradebe will not be responsible or liable for pre-existing contamination at the site where services are performed.

Inspections: Customer will have the right, at its own expense, to inspect all written licenses, permits or approvals issued by any government entity or agency to Tradebe that are applicable to the performance of the Agreement; to inspect and test, at its own expense, transportation vehicles, vessels, containers, or disposal facilities operated by Tradebe; and to inspect, at its own expense, the handling, loading, transportation, storage, or disposal operations conducted by Tradebe in the performance of the Agreement.

Changes in Laws or Regulations: If any change occurs during the term of the Agreement with respect to any laws, rules, regulation or ordinances which affect the rights or obligations of customer or Tradebe under the Agreement, or the applicability of any taxes or fees, customer and Tradebe will negotiate in good faith to bring the Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, customer and Tradebe will have the right to terminate the Agreement immediately upon written notice to the other party.

Confidential Information: "Confidential information" means (a) a party's know-how, trade secrets, proprietary information, technical information, documents, designs, plans, reports, and studies; (b) information a party identifies from time to time as confidential; or, (c) information that should be treated as confidential under the circumstances surrounding its disclosure, including sales and marketing information, pricing, customer and supplier information and the contents of the Agreement and any attachments or related agreements. Each party will exercise due diligence to ensure that any confidential information it receives from the other party is used only as necessary in connection with performance of obligations under the Agreement and is not disclosed to any third party without the prior written consent of the other party. If (a) a court issues a subpoena or court order; or (b) if health, human safety, or property is at risk; or (c) if reasonably required to comply with any federal, state, or local law, regulation, or rule or permit; or (d) if required to enforce its rights under the Agreement, then either party may, without violating the terms of the Agreement, disclose confidential information as is reasonably necessary with respect thereto. The party making the disclosure shall provide the other party with prior notice of the anticipated disclosure and shall afford the other party reasonable opportunity to seek an appropriate protective order with regard to the confidential information being disclosed. Each party must promptly return to the other party all confidential information, related records and all copies of the other party's confidential information on the expiration or termination of the Agreement, except for one copy that will be kept in the custody and control of legal counsel to the recipient party solely for the purpose of ensuring compliance with the terms of the Agreement.

Indemnity: Each party (each, an "Indemnitor") agrees to indemnify,

defend and hold the other party, together with its respective officers, directors, shareholders, agents and employees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, claims, penalties, forfeitures, damages, fines, suits, and the costs and expenses incident thereto (including costs of defense, settlement, investigation, expert fees and reasonable attorney's fees) (hereafter referred to collectively as "claims") which the Indemnified Parties may incur, become responsible for or pay as a result of: (1) death or bodily injury (including sickness, disease and emotional or mental distress) to any person; (2) destruction of or damage to any property or equipment (including loss of use); (3) contamination of or adverse effects on the environment or any property or facility; (4) any violation of governmental laws, regulations or orders, each of which as may be caused by: (i) an Indemnitor's breach of any representation or warranty, default in the performance of any term or provision of the Agreement; or (ii) any negligent act or omission of an Indemnitor, its employee, subcontractors, agent or representatives. If any of the above damages are caused in part by acts or omissions of the Indemnified Parties, the amount of indemnification from Indemnitor shall be proportional to the degree of comparative fault of the Indemnified Parties, its employees or subcontractors. The indemnification obligations of an Indemnitor under this paragraph are absolutely conditioned upon an Indemnitor receiving prompt written notice of a claim for indemnification from an Indemnified Party or claimant after an Indemnified Party is served with a claim or becomes aware of an event giving rise to a claim for indemnification. The obligation of an Indemnitor to indemnify the Indemnified Parties shall not extend to claims for loss of profits or any indirect, special, incidental or consequential damages of any kind whatsoever. The indemnity obligations under this paragraph will apply to government entities that are party to the Agreement, to the extent that statute or regulation expressly prohibits such government entity from providing such indemnity.

Insurance: Tradebe will maintain at its own expense during the term of the Agreement the following insurance coverage. Contractor's Pollution Liability is for claims during policy period.

Coverage	Policy Limits
Workers Compensation	Statutory
Automobile Liability	\$2,000,000
General Liability	<ul style="list-style-type: none"> \$2,000,000 per occurrence \$2,000,000 products-completed operations aggregate \$2,000,000 general aggregate
General Liability - Umbrella	<ul style="list-style-type: none"> Minimum \$5,000,000 per occurrence Minimum \$5,000,000 combined aggregate
Contractor's Pollution Liability	<ul style="list-style-type: none"> Minimum \$5,000,000 per incident Minimum \$5,000,000 aggregate

Tradebe agrees to furnish certificates to customer evidencing these insurance coverages upon written request from customer. The insurance policies will provide for waiver of subrogation against customer. Customer will be listed as an additional insured. Tradebe will provide customer with at least thirty (30) days' prior written notice of cancellation or expiration of coverage.

Excuse of Performance (Force Majeure): The performance of the Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event performance of the Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes include but are not limited to: acts of God, acts of war, riot, terrorism, fire, explosion, accidents, inclement weather, pandemics or sabotage, lack of adequate fuel, power, raw materials, labor, transportation facilities, or destruction facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out

or injunction (provided that neither party is required to settle a labor dispute against its own best judgment); or compliance with any order, request, or control of any governmental authority or persons purporting to act therefor, provided, however, that any such order, request or control is not the result of either party's failure to comply with applicable laws, permits and regulations. The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

Notice: Notices required or permitted under the Agreement must be in writing and will be deemed received on the following dates: when personal delivery is made (with written receipt); when received by the addressee if sent by U.S. mail with return receipt requested or a nationally recognized overnight courier (receipt confirmation); on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or on the fifth business day after the date mailed by first class mail, postage prepaid. Such communications must be sent to the following addresses: if to Tradebe or its affiliate: Tradebe Environmental Services, LLC, 234 Hobart Street, Meriden, CT 06450, Attn: General Counsel; (b) if to customer, to the address shown on the face of the Agreement. Either party may change its address for notice by prior written notice to the other party.

Independent Contractor: The parties are, and will at all times over the term of the Agreement remain, fully independent in performing their respective obligations under the Agreement. Neither party (including its employees) will be deemed the agent or employee of the other party.

Litigation Support: Customer agrees to pay Tradebe in accordance with Tradebe's then-current litigation support rates for any litigation support or testimony provided by Tradebe in connection with the work performed by Tradebe hereunder.

Limitation of Liability: Neither party will be liable to the other for claims for loss of profits or any indirect, special, incidental or consequential damages of any kind whatsoever. The limitation of liability under this paragraph will not apply to Tradebe in connection with claims by government entities that are party to the Agreement, to the extent that statute or regulation expressly prohibits such limitation of liability from being enforced against such government entity.

Maximum Liability: Except and to the extent specifically required under the paragraph Indemnity, the liability of Tradebe to the customer under any theory of legal liability shall not, for any and all claims asserted during the course of any contract year, exceed the aggregate amount of payment made to Tradebe under this Agreement for (a) the current contract year, in respect of claims during the initial twelve (12) month period of this Agreement, or (b) the immediately preceding contract year (12 month period), in respect of claims made during any subsequent contract year.

Assignment: Neither party may assign its rights or delegate its duties under the Agreement to any other person or entity, except in respect of subcontractors that are permitted under the terms of the Agreement, by operation of law or otherwise, without the other party's prior written consent. The prior consent of the other party is not required if all rights and obligations under the Agreement are assigned to an entity that succeeds to the business of the assignor pursuant to a merger, asset sale, stock sale or other business combination, provided that (a) the assignee is not engaged in a business competitive to the other (non-assigning) party, and (b) the assignee demonstrates, to the reasonable satisfaction of the other (non-assigning) party that it does not present an increased risk of credit default or other material default of its obligations under the Agreement. The Agreement is binding upon and inures to the benefit of each party's successors and

permitted assigns.

Entire Agreement: The Agreement, any Schedules and Exhibits to the Agreement, and (in regard to services or goods provided by Tradebe), the quote (including price schedule) ("Transaction Documents"), represent the entire understanding and agreement between the parties hereto and supersede any and all prior agreements, whether written or oral, that may exist between the parties concerning the services or goods. The Agreement controls over any conflicting terms in any exhibit or the quote. Additionally, conflicting or different terms on any purchase order or other preprinted document issued by customer shall be void and are hereby expressly rejected by Tradebe. Any modifications to the Agreement must be in writing, must be signed by customer or supplier and Tradebe, and must make express reference to the Agreement.

Order of Precedence: In the event of any conflict or inconsistency between the provision of the Agreement and Transaction Documents that are either incorporated by reference in the Agreement or that are issued by the parties in furtherance of performance under the Agreement, the following order of precedence in interpretation shall apply: (i) the Agreement, and (ii) modifications (amendments) to the Agreement that are executed in strict compliance with the provision on Entire Agreement.

Choice of Law; Jurisdiction; Venue: The Agreement shall be construed and interpreted according to the laws of the State of New York, without any consideration being given to the conflicts of laws principles adopted or followed under the laws of the State of New York. Any lawsuit brought regarding the Agreement or any of its terms shall be brought solely in the state or federal courts located in New York. This paragraph shall not apply to government entities that are party to the Agreement to the extent that statute or regulation expressly prohibits governing law other than in the jurisdiction of such government entity.

Dispute Resolution: Tradebe and customer agree that if a dispute between them arises concerning any aspect of performance by either party under the terms of the Agreement, prior to seeking any other remedies, including seeking relief through arbitration or litigation (except any proceedings for an injunction to enforce the terms of the Confidential Information restrictions in the Agreement), the aggrieved party will give written notice to the other party describing the disputed issues and the reasons why the aggrieved party is entitled to the resolution of those issues sought. Within thirty (30) calendar days after the receipt of such a notice, the parties will meet in an effort to resolve the issues in dispute. If after such meeting any aspect of the dispute remains unresolved for a period of an additional thirty (30) calendar days, one designee with appropriate authority from each party who has not been directly involved in the negotiation or performance under the Agreement will meet in a further attempt to resolve the dispute. If the dispute has not been resolved within an additional thirty (30) calendar days after the first meeting of such executives, then Tradebe and customer may agree to engage in private mediation with a mutually agreeable mediator, with each party bearing an equal share of the mediator's fees, unless agreed to otherwise by the parties. If the parties forego mediation or unable to resolve the dispute following mediation, the parties agree that the dispute will be resolved in accordance with the laws of the State of New York.

Waiver: Neither party's delay in enforcing any right or remedy afforded hereunder or by law will prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of the Agreement, whether of a like or different character.

Severability: If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable

for any reason, such as illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.

Electronic Signatures and Counterparts: The Agreement and any documents referred to in the Agreement may be signed by means of electronic signature in the space provided, which is then transmitted to the other party. The electronic signature will be deemed an original signature, having the same effect as a signature by hand. The Agreement may be signed in counterparts. Taken together, the counterparts form one single document.

Reproductions: The Agreement and all documents relating hereto and thereto may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction will be admissible into evidence as the original in any litigation without regard to whether the original is in existence.

Survival: The following provisions of these Terms and Conditions Applicable to All Agreements will survive the expiration or termination of the Agreement for the period shown: (a) one (1) year: *Indemnity, Tradebe Warranties, Customer Warranties*; (b) five (5) years: *Confidential Information*; (c) indefinite: *Payment Terms, Excuse of Performance (Force Majeure), Notice, Independent Contractor, Litigation Support, Limitation of Liability, Maximum Liability, Assignment, Entire Agreement, Order of Precedence, Choice of Law; Jurisdiction; Venue, Dispute Resolution, Waiver, Severability, Electronic Signatures and Counterparts, and Reproductions.*

Additional Terms and Conditions For Agreements Under Which Tradebe is Providing Waste Management Services:

In the event of any inconsistency between these additional terms and conditions and the primary terms and conditions, these additional terms and conditions shall control solely in connection with the provision of waste management services.

Waste Profile: Waste materials to be handled pursuant to the Agreement will be agreed upon in advance in writing by Tradebe and customer. If services provided by Tradebe include the transportation, treatment or disposal of waste, customer will characterize waste and provide Tradebe with a written waste profile, for all waste, that completely and accurately describes the waste materials and its (their) characteristics and that is in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances ("Waste Profile") prior to start of services. Upon approval of the Waste Profile by Tradebe, the approved Waste Profile will be incorporated into and become a part of the Agreement. For purposes of the Agreement, customer is deemed to be the generator of the Waste Materials. Customer will tender, to Tradebe, only waste that fully conforms to the Waste Profile.

Non-Conforming Waste Materials: If Customer tenders waste that does not fully conform to the Waste Profile ("Non-conforming Waste"), Tradebe will, at its sole discretion, either (a) return the Non-conforming Waste to customer, at customer's cost and expense, or (b) process the Non-conforming Waste at customer's additional cost and expense. Customer is liable for damages resulting from Non-conforming Waste. If Customer packages or labels waste, waste that is improperly packaged or labelled is considered Non-conforming Waste. Except in connection with Agreements under which Tradebe transports (but does not treat or dispose of) waste, waste materials that comprise or contain any per- or polyfluoroalkyl substances (PFAS) including, among other compounds, PFQA, PFQS and/or GenX, are Non-conforming Waste.

Shipment of Waste Materials: Customer will sign the material man-

ifest for transportation of the waste materials to the facility identified in Tradebe's acceptance. If customer packages, labels, or transports the waste materials, customer will properly package and label and transport the waste materials in accordance with all federal, state and local laws, regulations and ordinances, and in conformance with good safety practices. In the event that the customer arranges for transportation, customer will ensure the transporter has all applicable permits, licenses, and registrations necessary to transport the waste materials in accordance with all federal, state and local laws, regulations and ordinances, and in conformance with good safety practices. Scheduling of shipment of waste materials to a facility ("slotting") shall be arranged in advance and is dependent upon Tradebe's plant operations and capacity.

Transfer of Title: If services provided by Tradebe include the transportation, treatment or disposal of waste, title, risk of loss and other incidents of ownership to waste materials that are in full conformance with the approved Waste Profile, will transfer from customer to Tradebe at the time Tradebe takes possession of and removes the waste materials from the place of transfer, or at the time Tradebe accepts delivery of the waste materials at its facility, whichever is applicable. Unless and until Tradebe agrees to process Non-conforming Waste under the terms of the above paragraph Waste Profile, title, risk of loss and all other incidents of ownership of Non-conforming Waste will remain with customer. The provisions of this paragraph will survive the expiration or termination of the Agreement for an indefinite period.

Waste Materials for Incineration: For waste materials designated for or requiring incineration, Tradebe reserves the right to (a) increase pricing, effective upon notice to customer, to reflect increases in costs for incineration, or (b) decline acceptance of such materials to the extent Tradebe determines there is no available outlet for incineration.

Change Order and Change in Services: All changes in Services shall be incorporated in a Change Order. Neither Tradebe nor Customer are obligated to perform in accordance with an agreed change in Services unless and until such change is reflected in a Change Order. Tradebe may stop work, pending discussion and resolution of a Change Order with Customer, to the extent that performance of services is adversely affected by (i) activities of non-Tradebe personnel at the Facility that interfere with the safe and orderly continuation of services by Tradebe, or (ii) conditions related to the Facility that were not reasonably ascertainable from Tradebe inspection prior to commencement of services.

Survival: The following provisions of these Additional Terms and Conditions For Agreements Under Which Tradebe is Providing Waste Management Services will survive the expiration or termination of the Agreement for the period shown: (a) one (1) year: *Waste Profile, Non-Conforming Waste Materials, Shipment of Waste Materials*, (b) Indefinite: *Non-Conforming Waste Materials, Transfer of Title.*

Additional Terms and Conditions Applicable to Agreements Under Which Tradebe is Providing Field Services or Technical Services:

In the event of any inconsistency between these additional terms and conditions and the primary terms and conditions, these additional terms and conditions shall control solely in connection with the provision of Field Services or Technical Services.

Change Order and Change in Services: All changes in Services shall be incorporated in a Change Order. Neither Tradebe nor Customer are obligated to perform in accordance with an agreed change in Services unless and until such change is reflected in a Change Order. Tradebe may stop work, pending discussion and resolution of a Change Order with Customer, to the extent that performance of ser-

services is adversely affected by (i) activities of non-Tradebe personnel at the Facility that interfere with the safe and orderly continuation of services by Tradebe, or (ii) conditions related to the Facility that were not reasonably ascertainable from Tradebe inspection prior to commencement of services.

Non-Solicitation: The Parties recognize that Tradebe has invested substantial resources in the training, development, and certification of its personnel. Accordingly, to the extent not contrary to applicable federal, state, or local law, regulation or ordinance, customer agrees that, during the term of the Agreement and for a period of one (1) year from the last date such Tradebe personnel provided services at a customer location or a location designated by customer, it will not solicit, hire, or offer employment to, directly or indirectly, for the purposes of providing the same or similar services as those he or she is employed by Tradebe to provide, any Tradebe personnel providing services under this Agreement without Tradebe's prior written consent. Recognizing that Tradebe would suffer substantial and irreparable harm and that compensatory monetary damages resulting from hiring Tradebe personnel in violation of this section would be difficult to calculate, customer agrees that each such violation will render it liable to Tradebe for liquidated damages in the amount of twenty percent (20%) of such individual's annual base salary with customer.

Retention of Records: Tradebe agrees to retain all books and records (i.e., payroll records, accounting records, payment records, invoices, time reports and travel/entertainment expense reports) relating to its services provided under the Agreement for a twenty-four (24) month period commencing at the end of the calendar year in which the services were completed, and for any additional period (not to exceed ninety (90) days) as may be necessary to permit customer to complete any audit commenced within such period. These records will include payroll records of individuals performing services, invoices for purchases of materials, and any expense reports including reports for travel and entertainment of Tradebe personnel to the extent same is included in the services fee. Representatives and auditors of customer will have access to copies of these records upon reasonable prior notice to Tradebe and (if requested by Tradebe) upon customer's execution of a confidentiality agreement to ensure restricted use and nondisclosure of such records and the data therein.

Additional Special Terms and Conditions Applicable to Agreements Under Which Tradebe Provides Emergency Response Services:

In the event of any inconsistency between these additional terms and conditions and the primary terms and conditions, these additional terms and conditions shall control solely in connection with the provision of Emergency Response Services.

Response Coordinator: If and to the extent that Tradebe is providing emergency services, including but not limited to emergency spill response or coordination of emergency response activities of customer, through Tradebe personnel or subcontractors, Tradebe will maintain a response coordinator in the vicinity of the spill area, reasonably available to customer at all times until the emergency response has been concluded.

Initiating Emergency Response: Customer may initiate an emergency response by a direct telephone call to 1-800-914-9111.

Costs of Services: Customer will be responsible for all costs, including all personnel, time, and equipment usage for the emergency services to be performed and for all work reasonably incident thereto, including any tasks required by any applicable law, regulation, or directive of a regulatory official, or requested by customer.

Additional Special Terms and Conditions Applicable to Agreements Under Which Tradebe Provides Goods:

In the event of any inconsistency between these additional terms and conditions and the primary terms and conditions, these additional terms and conditions shall control solely in connection with the provision of Emergency Response Services.

Warranty: All goods and materials that are sold to customer as finished products ("Product") are subject to the following: Tradebe warrants (a) it has and will convey title to the Product, free of all liens and encumbrances, and (b) that the Product will conform to Tradebe written product specifications at the time of delivery. **All other warranties, express or implied, including but not limited to warranty of merchantability or fitness for particular purpose, are hereby excluded.**