



## Terms & Conditions

### 1. Trilogy Medwaste Obligations are as follows:

- A. Trilogy Medwaste will regularly pick up in a manner consistent with the applicable federal, state and local laws and regulations, all of the Customer's infectious waste as defined herein: "**Infectious Waste**" as used in this agreement will consist of the following: Isolation waste, cultures and stocks of infectious agents and associated biological contaminated sharps, waste from surgery and autopsy, miscellaneous laboratory waste dialysis or disposable linen substitutes.

Specifically excluded from the term "Infectious Waste" as used in the contract are: hazardous or toxic fluids, research or productive mycotoxins, heavy metals (lead or mercury), bulk chemicals or reagents, volatiles, explosives, pressurized containers, fetal and anatomical remains, bulk chemotherapy waste, radioactive waste. It also includes all hazardous waste as defined in any applicable federal, state or local laws or regulations or any other items or materials not specifically included within the definition of infectious wastes set forth previously.

- B. Trilogy Medwaste will pick up all Customer's infectious waste according to a schedule agreed upon by the parties and in accordance with the customer's disposal needs as itemized on the front page of this agreement, or attached "**Table of Service and Charges**". This schedule may from time to time, change to reflect changes in operating conditions of either party. All infectious wastes picked up from the customer will be transported to a licensed and/or permitted medical waste treatment facility where waste materials will be treated by steam sterilization (autoclaving), or incineration in accordance with all applicable federal, state or municipal regulations. Treated medical waste will then be disposed of in a permitted sanitary landfill.
- C. Trilogy Medwaste will provide containers for the transport of Infectious Waste. The Customer will compensate Trilogy Medwaste in accordance with the agreed upon service and rates. The Customer will ensure that all infectious waste deposited in the containers conforms to all local, state and federal laws and is properly labeled in appropriate containers, i.e. pathological waste packaged in labeled boxes, chemotherapy waste in labeled containers, etc. Trilogy Medwaste may at its sole discretion refuse to collect containers that are improperly packaged, labeled, wet or leaking or contain Non-conforming Waste. Title to Infectious Waste collected from Customer shall transfer to and vest in Provider at the time such Infectious Waste is loaded onto Provider's collection vehicle. At all times prior thereto Customer shall have and retain title to its Infectious Waste. Title to and responsibility for any Non-conforming Waste delivered to Provider shall at all times remain with Customer, even if such Non-conforming Waste is in the custody of Provider.
- D. Trilogy Medwaste agrees to maintain general liability insurance, automobile liability, and workman's compensation insurance covering any loss or damage that may arise out of negligent action or omission of Trilogy Medwaste or its personnel in providing service pursuant to this agreement in an amount no less than five million dollars (\$5,000,000) per occurrence. Trilogy Medwaste will provide the Customer, upon request, a certificate of insurance evidencing such coverage, which, in addition, will provide the customer at least thirty- (30) days advance notice of any change in coverage.
- E. Trilogy Medwaste will provide the Customer the documentation required by local, state and federal agencies and maintain the associated records for a period of three (3) years or longer as required by the local, state and federal law.

### 2. Document Destruction and Recycling:

- A. Provider will provide Customer with the bins and/or consoles necessary to handle Customer's documents for secure collection and destruction and will place the bins/consoles at mutually agreed locations at Customer's location. Provider will pick up Customer's bins/consoles according to a schedule agreed upon by the parties, provided, however, that this schedule may change from time to time to reflect changes in operating conditions of either party. Customer acknowledges and agrees that all bins or consoles placed at a Customer location are and shall remain the property of Provider and shall be returned to Provider upon the expiration or termination of this Agreement.
- B. All Customer documents collected for destruction or recycling will be transported by Provider to a properly licensed facility for destruction or recycling, as applicable. All Services performed by Provider in connection with the collection, transportation and destruction or recycling of Customer's documents will be performed in compliance with all applicable laws and regulations.
- C. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for secure destruction any and all materials Customer places in the bins/consoles and delivers to Provider hereunder. Customer shall reimburse Provider for any expenses reasonably incurred by Provider (including reasonable legal fees) by reason of Provider complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Provider.
- D. Customer shall be solely responsible for ensuring that only documents Customer intends to be destroyed or recycled are placed in the bins/consoles and Provider shall have no obligation to verify that documents placed in
- E. bins/consoles were intended for destruction or recycling. Provider shall not be responsible or liable in any manner whatsoever for the destruction or recycling of any documents that were inadvertently placed in bins/consoles by Customer or its employees, agents, representatives or invitees; nor shall Provider have any responsibility or liability for the release or loss of any materials deposited in bins or consoles, or otherwise delivered to it for secure destruction, unless the release or loss is a direct result of Provider's sole negligence or willful misconduct and then Provider's maximum liability for any and all claims arising with respect to such release or loss shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

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- F. Customer shall take necessary measures to prevent the placement in any bin or console, any material considered to be hazardous, corrosive, toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials or toxic substances. In the event of the accidental or negligent custodial transfer of hazardous or regulated materials (including bio-hazardous materials) from Customer to Provider, Customer agrees to arrange to appropriately, safely and legally assume custody of such materials and properly dispose of same, at Customer's sole expense and to indemnify Provider from any property damage or personal injury resulting from such transfer of material.

### 3. Hold Harmless/Indemnification:

- A. Trilogy Medwaste will indemnify and hold harmless the Customer, its agents and employees from the liability, claims, actions and costs arising from wrongful acts of omissions of Trilogy Medwaste, its agents, servants, employees and subcontractors, including the cost of defense and attorney's fees.
- B. The Customer will indemnify and hold harmless Trilogy Medwaste, its agents and employees from all liability, claims, actions, and costs arising from wrongful acts or omissions of the Customer, its agents, servants, employees or subcontractors, including the cost of defense and attorney's fees.

4. **Termination:** Either party may initiate termination of the Service Agreement for cause with a thirty- (30) day written notice to the other party by U.S. certified mail, return receipt requested. Such notification shall state, with specificity, the cause for proposed termination and give the other party a reasonable period of thirty- (30) days in which to satisfactorily cure the cause, in the absence of such cure to the satisfaction of the notifying party, however, termination will occur within the timetable set forth in the notification. In the absence of prior written notice from either party to the contrary, this Service Agreement shall continue without interruption.

If Customer breaches this Agreement by terminating Trilogy's collections prior to the expiration of its Term or in any other way violates this Agreement in such a way that Trilogy's continued performance is rendered impossible or commercially impracticable, then Trilogy shall be entitled to collect from Customer an amount in liquidated damages equal to 25% of Customer's average charge on a monthly basis based on the 12 months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) times the number of months, including prorated partial months, remaining until the expiration date of the Term or Extension Term.

5. **Adjustments:** Because disposal, fuel, and other costs constitute a significant portion of the cost of Trilogy Medwaste's service, customer agrees that Trilogy Medwaste may increase the rate proportionally to adjust for any increase in such costs or any increases in transportation costs. Customer agrees that Trilogy Medwaste may also increase from time to time to adjust for increases in the Consumer Price Index (CPI), and the Customer agrees that Trilogy Medwaste may also pass through to Customer any increases in taxes, fees, or other governmental charges assessed against or passed through to Trilogy Medwaste (other than income or property taxes.)
6. **Service Changes:** Changes to the type, size and frequency of service and corresponding adjustments to the rates, maybe made by the mutual agreement of parties, without affecting the validity of this agreement. The Customer will incur a "No Waste Stop charge" (minimum of thirty-five dollars depending on frequency, amount, and location) in the event that no waste is picked up by Trilogy Medwaste during scheduled service. The "No Waste Stop Charge" applies if scheduled service is NOT cancelled by the Customer a minimum of 48 hours in advance.
7. **Payment Terms:** All monthly charges are due and payable within thirty (30) days of the date of Invoice, Customer agrees to pay a charge for all past due amounts in an amount equal to the lesser of one and one-half percent (1 1/2%) of such past due amounts for each month or part thereof during which such payments remain unpaid or the maximum rate allowed by applicable law. Should any portion of any account remain unpaid for more than sixty (60) days from the date of the invoice, Trilogy shall have the option, without notice to Customer, to suspend service under this Agreement unless and until payment has been made for all services performed by Trilogy under this Agreement, including those payments not yet past due.
8. **Entire Agreement:** This Agreement embodies the whole agreement of the parties including Trilogy Medwaste off-site services. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all previous communication, representatives or agreements, either oral or written, between parties hereto.
9. **Governing Law:** This agreement shall be governed by the State and County, or Parish of the Contractor Facility without regard to Conflict of Laws provisions.
10. **Binding Arbitration:** Disputes arising under this Agreement, which cannot be resolved by and between the parties, shall be submitted to binding arbitration in the State and County, or Parish of the Contractor Facility as listed on the "Agreement Parties" page, and arbitrated in accordance with the rules of the American Arbitration Association.
11. **Assignment:** Trilogy Medwaste may assign any or all of its rights and duties under this Agreement at any time without the Customer's consent. The Customer may not assign its rights or duties under this Agreement without the prior written consent of Trilogy Medwaste.
12. **Notices:** All notices are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, transmitted by tele copier or mailed by certified first class mail, postage prepaid, and return receipt request, to the parties address set out on the first page of this Agreement.