

Purchase Order Terms and Conditions

1. **Acceptance and Effect.** These Purchase Order Terms and Conditions and the purchase order into which these Purchase Order Terms and Conditions are incorporated (collectively, the "PO") are the only terms which govern the purchase of the goods ("Goods") and services ("Services") by Clean Earth, LLC. or an affiliate ("Clean Earth") from the supplier named on the reverse side of these Terms ("Supplier"). The PO constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The terms of the PO prevail over any of Supplier's general terms and conditions of sale regardless whether or when Supplier has submitted its sales confirmation or such terms. This PO expressly limits Supplier's acceptance to the terms of this PO. Fulfillment of this PO constitutes acceptance of these Terms. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with the PO.
2. **Packing, Shipment and Returns of Goods.** Unless specifically provided in this PO:
 - a. Supplier shall deliver the Goods in the quantities and on the date(s) specified in this PO (the "Delivery Date") to the address specified in this PO (the "Delivery Location") during Clean Earth's normal business hours. If Supplier fails to deliver the Goods in full on the Delivery Date to the Delivery Location, Clean Earth may terminate this PO immediately by providing written notice to Supplier and Supplier shall indemnify Clean Earth against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date. Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements of this PO.
 - b. All Goods must be packaged in the manner specified by Clean Earth and shipped in the manner and by the route and carrier designated by Clean Earth. If Clean Earth does not specify the manner in which the Goods must be packaged, Supplier shall package the Goods so as to avoid any damage in transit. If Clean Earth does not specify the manner of shipment, route, or carrier, Supplier shall ship the Goods at the lowest possible transportation rates, consistent with Supplier's obligation to meet the delivery schedule set forth in this PO.
 - c. Supplier will bear all risk of loss, damage, or destruction to the Goods, in whole or in part, occurring before final acceptance by Clean Earth at the designated delivery location. Clean Earth is responsible for any loss caused by the gross negligence of its employees before acceptance.
 - d. Supplier will bear the expense of return shipping charges for over-shipped quantities or rejected items.
3. **Invoices and Payment.** A separate invoice shall be issued for each shipment and for each PO, with the PO number stated on the face of the invoice. No invoice shall be issued prior to shipment of Goods or provision of Services, and no payment shall be made prior to receipt and acceptance of conforming Goods or Services. Payment terms commence upon receipt of a correct invoice. Payment terms are net sixty (60) days of receipt of a correct invoice. Supplier acknowledges and agrees that Supplier registration in accordance with Clean Earth's procurement policies is required.
4. **Taxes.**
 - a. Supplier shall separately identify any Transaction Taxes (defined below) on its invoices (written or electronic) to Clean Earth. Clean Earth agrees to pay any Transaction Taxes separately identified by Supplier on its invoices, unless Clean Earth provides Supplier with a valid and applicable exemption, direct pay or resale certificate. Any failure by Supplier to charge Transaction Taxes on its invoices shall not result in a liability to Clean Earth at a later date.
 - b. Each Supplier invoice shall provide sufficient detail, including without limitation, location of product delivery or service performance, to support Supplier's tax treatment of any transaction reflected on an invoice. For purposes of this Section,

Transaction Taxes mean any sales, use, transaction privilege or any other similar tax, fee or surcharge statutorily imposed by a taxing authority on the sale of products and/or services by Supplier to Clean Earth pursuant to the terms of this PO. Supplier shall timely file any applicable returns or filings, and shall timely remit all Transaction Taxes collected from Clean Earth to the appropriate taxing authority as required by law. Supplier shall maintain its records, including without limitation, copies of invoices, related documentation and tax returns/filings for a period of not less than five (5) years.
 - c. Upon written request by Clean Earth, Supplier agrees to provide Clean Earth a list of states, localities, municipalities or other taxing jurisdictions and corresponding registration numbers for each jurisdiction where Supplier is qualified and registered to do business and collect any Transaction Taxes. If Supplier does not respond in writing to Clean Earth's request within thirty (30) days, then Clean Earth shall have the right, in its sole discretion, to remit the appropriate tax directly to the taxing jurisdiction or withhold payment until the time that such information is provided by Supplier.
 - d. Clean Earth and Supplier agree to cooperate in the audit and minimization of Transaction Taxes in connection with this PO. Supplier shall make available to Clean Earth on a timely basis all information, records, invoices, returns and/or other documentation related to the collection or payment of any Transaction Taxes under this PO.

- e. Supplier agrees that any overpayment of Transaction Taxes by Clean Earth shall be credited or refunded to Clean Earth in a timely manner. Supplier shall be responsible for its noncompliance with the terms of this Section, including any interest and penalty assessments to the extent caused by Supplier's actions, errors, omissions or inactions.
- f. Notwithstanding any provision herein to the contrary, each party shall be responsible for any income, gross receipts, franchise, corporate excise, payroll, payroll withholding, unemployment or similar types of taxes based on its own income, its own business and for its own employees.
5. Inspection, Acceptance and Rejection.
- a. The Goods and Services must meet the standards and specifications in this PO. All items are subject to final inspection and acceptance by Clean Earth at the destination notwithstanding any prior payment or inspection at the source. Acceptance of any items by Clean Earth shall not be deemed to alter the obligations of Supplier or the rights of Clean Earth and its customers under any provision of this PO.
- b. If any item provided under this PO is defective in materials or workmanship or not in conformity with the requirements, then Clean Earth may reject it without correction, require its correction within a specified time, accept it with an adjustment in price, or return it to Supplier for full credit. When Clean Earth provides notice to Supplier, Supplier will promptly replace or correct, at their expense, any item rejected or requiring correction. If, after Clean Earth's request, Supplier fails to promptly replace or correct a defective item within the delivery schedule, Clean Earth may, at its sole option, (i) replace or correct such item and charge the cost to Supplier, (ii) without further notice terminate this PO for default, return the rejected item to Supplier at Supplier's expense and Supplier will promptly refund any amounts paid by Clean Earth for the returned item or (iii) require a reduction in price.
6. Changes. Clean Earth may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for Clean Earth's reasonable business needs (each, a Change Order), by written notice to Supplier, including via e-mail, and without additional notice. Unless mutually agreed, a Change Order does not apply to change the Goods and Services timely and fully delivered before the date of the Change Order. If any change causes an increase or decrease in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if Clean Earth agrees to such adjustment in writing.
7. Representations and Warranties. Supplier represents and warrants that:
- a. All Goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. Supplier warrants that all Services performed hereunder shall be performed in a good and workmanlike manner by qualified, trained personnel, free from errors. Supplier's warranties shall be enforceable by Clean Earth and shall run to Clean Earth's customer(s);
- b. Supplier warrants that all Goods and Services supplied under this purchase order shall not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary rights;
- c. Supplier will comply with all present and future laws, ordinances, orders, directives, rules and regulations, as amended, of the Federal, State, local government, political subdivisions, counties, municipalities, and their respective agencies, authorities or commissions of the Federal, State and local governments, applicable to, or affecting, directly or indirectly, Goods or Services provided under this Purchase Order, including, but not limited to, if Goods or Services provided for hereunder are funded, in whole, or in part, by federal funds, Supplier accepts all mandatory flow down provisions of the US Federal Acquisitions Regulations (FARs), available in full text at www.acquisitions.gov/far, and which are incorporated herein by reference. This provision specifically includes, but is not limited to, FAR 52.222-40, EO 13496 regarding notice of employee rights under the Federal labor laws, FAR 52.222-54 regarding Employment Eligibility Verification, EO 13658 regarding minimum wage requirements and EO 13706 regarding paid sick leave for eligible employees. Supplier is responsible, at Supplier's cost, for paying all wages, overtime, or other compensation to the employees, and for withholding and paying all applicable taxes related to the employment of its workers;
- d. Supplier agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. 60-1.4(a), 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246, 13465, and 13672. To the extent applicable, this Supplier shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a), and 61-300.10. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

e. Supplier will comply with U.S. Export Administration Regulations, the International Traffic in Arms Regulations, US Department of Treasury's Office of Foreign Assets Control sanctions programs, and end-user, end-use and destination restrictions by U.S. and other governments as they apply to the Goods and Services and related technology in this PO, including access to such Goods and Services, which are subject to U.S. and other countries' export jurisdiction; and

f. Supplier represents and warrants that Supplier and Supplier personnel are currently complying, and have at all times complied with, and will comply with all Anti-Corruption Laws, defined as anti-corruption or anti-bribery Laws, including the United States Foreign Corrupt Practices Act of 1977. After Supplier's reasonable inquiry, neither Supplier nor Supplier personnel have during the five (5) years prior to the effective date of this PO: (a) taken any direct or indirect action that would result in a violation of any applicable Federal or State Anti-Corruption Laws, including, for purposes of securing an improper advantage, the making, offering or authorizing any bribe, facilitation or other payment, gift, entertainment, rebate, or any other thing of value to any government official or employee, political party or official, or candidate, a public international organization, a commercial entity or individual, whether tangible or intangible, to secure an improper advantage, (b) been under, an administrative, civil or criminal investigation, in connection with alleged or possible violations of applicable Federal or State Anti-Corruption Laws, or (c) received notice from, or made a voluntary disclosure to, any governmental entity regarding alleged or possible violations of any applicable Federal or State Anti-Corruption Laws; and (c) to Supplier's knowledge, its financial records are sufficiently accurate and complete to demonstrate its compliance with the applicable Federal or State Anti-Corruption Laws, represent actual bona fide transactions, and have been maintained in accordance with sound business practices, including the maintenance of adequate internal accounting controls. If Supplier suspects any breach of this provision, to the fullest extent permitted by applicable Federal or State Anti-Corruption Laws, Supplier will promptly notify Clean Earth in writing of its suspicions and cooperate with Clean Earth in the resolution of issues raised.

g. If Vendor or any of its officers, directors, board members, principals, employees, agents, or representatives of Vendor commits any act which, in the reasonable and good faith opinion of Clean Earth, would disparage or impair the reputation and/or integrity of Clean Earth (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations or any other act of moral turpitude) or fails to comply with the Code of Conduct Policy for Business Partners, Clean Earth shall have the right to terminate this Agreement without liability to Vendor upon thirty (30) days written notice.

8. Supplier Guidelines and Code of Conduct. Supplier will comply with the most current Clean Earth S Business Partner Code of Conduct, a copy of which can be accessed through this link:

Supplier Documents. <https://pages.cleanearthinc.com/business-partner-documents>.

9. Termination. Clean Earth may terminate all or any part of this PO, with or without cause, at any time by written notice to Supplier. Upon such termination, Clean Earth's only obligation is to pay for Goods or Services it accepts before the effective date of termination. This PO shall terminate automatically, without notice, if Supplier becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors.

10. Indemnification. Supplier will defend, indemnify and hold harmless Clean Earth and Affiliates against all claims, demands, loss, costs, damages, and actions for (a) actual or alleged infringements of any third party IP or other proprietary rights, which arise from the Goods and Services provided under this PO, (b) any claim that, if true, would constitute a breach of Section 7 or any Supplier warranty contained herein, (c) any act or omission of or failure to comply with applicable laws, rules or regulations by Supplier or Supplier's agents, employees, or subcontractors, (d) any breach of confidentiality obligations, (e) the negligent or willful acts or omissions of Supplier or its subcontractors, which results in any bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property, and (f) any claims of its employees, affiliated companies or subcontractors regardless of the basis, including, but not limited to, the payment of settlements, judgments, and reasonable attorneys' fees.

11. Insurance. Supplier will maintain, and shall require any subcontractors it may engage to maintain, the following insurance and minimum limits (or the equivalent limits in applicable local currency): (i) Workers' Compensation insurance in compliance with applicable statutory requirements as well as Employers' Liability insurance in an amount not less than \$ 1,000,000 each accident; (ii) Automobile Liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles in an amount not less than \$1,000,000 Combined Single Limit (all Supplier personnel who drive personal or company vehicles onto Clean Earth premises must show proof of Automobile Liability insurance); (iii) Commercial General Liability (CGL) and Umbrella/Excess Liability Insurance in an amount not less than \$3,000,000 US per occurrence annual aggregate; and to the extent applicable, (iv) Contractors Pollution Liability Insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including cleanup costs and defense, that arise from the operation, in an amount not less than \$2,000,000 per Pollution Condition Limit of Liability; (v) Errors & Omissions / Professional Liability with a limit not less than \$1,000,000 per occurrence and aggregate; (vi) Fidelity Insurance when a Supplier is providing services which could result in the loss of money and/or securities, in an amount not less than \$5,000,000 per occurrence and aggregate of Fidelity

Insurance with a client property amendment, as well as Clean Earth listed as a Loss Payee; (vii) Technology Errors and Omissions Insurance when a Supplier is providing IT services to Clean Earth at its own expense, in an amount not less than \$5,000,000 per claim and aggregate; and (viii) Privacy and Network Security (Cyber) Insurance when a Supplier has access to Confidential Information or personally identifiable information, in the amount of not less than \$5,000,000 for each claim and in the aggregate (such policy shall include coverage for all costs incurred to respond to the theft, loss, unauthorized disclosure, wrongful collection or access to information, and all damages resulting from such breach, including fines and penalties imposed).

In addition to showing the limits of liability specified above for each coverage, the certificate of insurance must provide: (a) a waiver of subrogation where allowed by law in favor of Clean Earth; (b) Coverage for Clean Earth and Affiliates as an additional insured where allowed by law (a copy of the CGL additional insured endorsement must be attached to the certificate of insurance; Clean Earth reserves the right to reject any such endorsement that provides less coverage to Clean Earth than would be afforded by the standard additional insured endorsements issued by the Insurance Services Office (ISO); (c) A statement that Clean Earth will receive 30 days' notice if any coverages are cancelled; and (d) coverage should be on a primary and non-contributory basis. Supplier shall require all approved subcontractors to maintain insurance that satisfies the requirements set forth herein. Upon request by Clean Earth, Supplier shall provide Clean Earth a complete copy of the policies carried by Supplier and Supplier's approved subcontractors.

12. Non-Disclosure of Confidential Matters. If the parties have entered into a standard Clean Earth Non-Disclosure Agreement, the terms of such agreement will apply to and be incorporated in this PO and all terms and conditions of this PO will be deemed Confidential Information. If the parties have not entered into a standard Clean Earth Non-Disclosure Agreement, then Supplier agrees that during the term of this PO and for 5 years thereafter, Supplier will hold in strictest confidence, and will not use or disclose to any third party, any Clean Earth Confidential Information. The term "Clean Earth Confidential Information" means all non-public information that Clean Earth or an affiliated company designates, either in writing or orally, as confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Clean Earth Confidential Information includes (a) the terms and conditions of this PO; (b) released or unreleased Clean Earth software or hardware products; (c) marketing or promotion of any Clean Earth product; (d) business policies or practices of Clean Earth; (e) customers or suppliers of Clean Earth; (f) any information provided by Clean Earth under this PO or obtained or created by Supplier while providing the Goods or Services; or (g) information received from others that Clean Earth must treat as confidential.

If Supplier has questions regarding what comprises Clean Earth Confidential Information, Supplier will consult Clean Earth. Clean Earth Confidential Information will not include information known to Supplier before Clean Earth's disclosure to Supplier, or information that becomes publicly available through no fault of Supplier.

13. IN NO EVENT SHALL CLEAN EARTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PO, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, exceed the lesser of: (i) Supplier's actual damages, or (ii) the total aggregate amount paid by Clean Earth to Supplier for Goods and Services under this PO in the month before such liability is assessed or the month before termination of the PO, whichever is earlier. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CLEAN EARTH WILL NOT BE LIABLE TO SUPPLIER FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE).

14. Audit. During the term of this PO and for 4 years after, Supplier agrees to keep all usual and proper records and books of account and all usual and proper entries related to its costs and expenses pertinent to this PO. During the above referenced period, Clean Earth may audit and/or inspect the applicable records and facilities to verify statements or invoices issued by Supplier and confirm compliance with this PO. Any such audit will be conducted by Clean Earth corporate internal audit personnel or by a certified public accountant firm selected by Clean Earth. Supplier agrees to provide Clean Earth's designated audit or inspection team reasonable access to the Supplier records and facilities. If the auditors determine that Clean Earth overpaid Supplier, Supplier will reimburse Clean Earth for any such overcharge. Clean Earth will bear the expense of its auditors or inspection team. However, if the audit shows Supplier overcharged Clean Earth by 5% or more during such audit period, Supplier will reimburse Clean Earth for such expenses.

15. Access to Clean Earth's Premises. To the extent Supplier is granted access to Clean Earth facilities, Supplier will comply with any safety, control, protection, and other policies and guidelines as Clean Earth may provide from time-to-time and will be solely liable for its acts or omissions while at any site, including, without limitation, those resulting in personal injury or property damage.

16. Minority/Women/Veteran-Owned Firms. Clean Earth and Supplier shall support the utilization of qualified minorityowned, women-owned and service-disabled veteran-owned business enterprises (M/W/VBEs). Supplier shall institute and maintain a supplier diversity program.
17. Subcontracting and Assignments. Supplier shall not assign this PO or any rights hereunder, nor delegate any duties, nor subcontract any work, without first securing Clean Earth's written approval. Any attempts to do so will be null and void. In the event Clean Earth approves the use of a subcontractor, Supplier shall remain fully liable for such subcontractor's acts and omissions, and shall indemnify and hold Clean Earth harmless for any payment required to be made to any such parties.
18. Force Majeure. Clean Earth may delay delivery and/or acceptance occasioned by causes beyond its control.
19. Applicable Law. For Goods and Services provided to Clean Earth, this PO will be governed by and construed under the laws of the Commonwealth of Pennsylvania. Parties consent to exclusive jurisdiction and venue in a court in the Commonwealth of Pennsylvania.
20. Publicity; Use of Trademarks. Supplier will not issue press releases or other publicity related to Supplier's relationship with Clean Earth or this PO without prior written approval from Clean Earth's Vice President of Corporate Communications.
21. Severability/Waiver. If a court of competent jurisdiction determines that any PO provision is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. Clean Earth's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
22. Survival. The provisions of this PO which, by their terms, require performance after the termination or expiration or have application to events that may occur after the termination or expiration of this PO, will survive the termination or expiration of this PO. All indemnity obligations will be deemed to survive the termination or expiration of this PO.