



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. ROBERT E. (BOB) JAMES  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

June 3, 2014

Waste Management  
18110 Eureka Drive  
Foley, AL 36535  
ATTN: Lindsey Baker Brereton

**REFERENCE:** Dumpster Rentals for Various County Buildings for the Baldwin County Commission

Dear Ms. Brereton:

The Baldwin County Commission during their regularly held meeting of June 3, 2014, approved the rental of five (5) dumpsters for thirty-six (36) months effective the date of execution as follows:

**Location: Sheriff's Law Enforcement Vehicle Maintenance Building**  
**18185 Raymond Fell Drive, Robertsdale, AL**  
Rate: \$111.92/month  
Total per year: \$1,343.04 (51555.5244.119)

**Location: Sheriff's Criminal Investigation Division, 18126 Co. Rd. 54, Robertsdale, AL**  
Rate: \$111.92/month  
Total per year: \$1,343.04 (51555.5244.119)

**Location: Area 200 Highway Maintenance Facility, 22220 West Blvd., Silverhill, AL**  
Rate: \$271.64/month  
Total per year: \$3,259.68 (53555.5244.301)

**Location: BRATS, 18100 Co. Rd. 54, Robertsdale, AL**  
Rate: \$110.80/month  
Total per year: \$1,329.60 (52555.5244.301)

**Location: Wilderness Facility, 23750 Ewing Farm Rd., Atmore, AL**

**Rate: \$250.95/month**

**Total per year: \$3,011.40 (52670.5244.101)**

Please find attached your copy of the executed agreements.

If you have any questions, please contact the Purchasing Manager, Wanda Gautney, at (251) 580-2520.

Sincerely,



**CHARLES F. GRUBER, Chairman  
Baldwin County Commission**

CFG:wg Item #BB-5

Attachment

cc: Wanda Gautney, Purchasing Manager



WM of AL - Mobile  
4770 Hamilton Blvd  
Theodore, AL, 36582-8524  
800-284-2451

WM Agreement # S0004284327  
Customer Acct # 231-1315  
Acct. Name BALDWIN COUNTY COMMISSION  
SIC 1611  
Salesperson Lindsey Brereton

### Service Agreement Non-Hazardous Waste Service Summary

#### Billing Information

Name BALDWIN COUNTY COMM BRATS Contact Wanda Gautney Effective Date 4/1/2014  
Address 312 COURTHOUSE SQ STE 11 Telephone # Last API Date  
City State Zip BAY MINETTE, AL 36507 Fax #  
County/Parish BALDWIN Email wgautney@baldwincoal.com

#### Monthly Rate

Ref#	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Rate
1-1	1	4 Yard FEL	MSW Commercial	1x Per Week	Th	\$ 110.80

#### Initial Fees & Charges

Delivery Charge \$150.00  
TOTAL INITIAL FEES \$150.00 *wg* *Initials* *CFG*

This is not a bill

A Regulatory Cost Recovery Charge calculated as a percentage of the Charge(s), will be included on your invoice. A Fuel Surcharge and Environmental Charge will not be included on your invoice. Information about these Charges can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account, a Recycle Material Offset (RMO) will appear on your invoice and may vary from month to month based on the recyclable material commodity market conditions. Waste Materials not to exceed an average weight of ( lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ~~(Initial Term)~~ and it shall automatically renew thereafter for additional terms of 12 months ~~(Renewal Term)~~ unless terminated as set forth herein.

*David A...*  
Customer Signature  
*Lindsey Brereton*  
Company Signature

*Charles F. Gruber*  
Printed Name  
*L Brereton*  
Printed Name

*X* *6/3/14*  
Date  
*4/13/14*  
Date

*Final*  
*CF*





WM Agreement # S0004284327

**Service Agreement  
Service Summary Continued**

Service Location: 18100 CO RD 54, ROBERTSDALE, AL 36567

Name	<b>BRATS</b>	Contact Name	<b>Wanda Gautney</b>	Email	<b>wgautney@baldwincoal.com</b>
County/Parish	<b>BALDWIN</b>	Telephone #		Mobilc #	
Customer Comments		Fax #			

<b>Total Initial Fees For This Location</b>	<b>\$ 150.00</b>	<b>Total Recurring Charges For This Location</b>	<b>\$ 110.80</b>
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**COMMERCIAL SERVICES**

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
1-1	1	4 Yard FEL	MSW Commercial	1x Per Week	Th	WM Owns: 1, No Delivery,	\$ 110.80

**Initial Fees/Charges**

Delivery Charge \$ 150.00  
(per Container)

**Conditional (as required) Fees/Charges**

Container Exchange Fee \$ 150.00  
Removal Fee \$ 150.00  
Extra Pickup Fee \$ 150.00 /Lift  
Overage Charge \$ 75.00  
Delivery Charge (per Container) \$ 150.00

THE FOLLOWING TERMS AND CONDITIONS APPLY TO SOLID WASTE AND NON-REBATE RECYCLING SERVICES (INCLUDING PERMANENT, TEMPORARY, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED BY AFFILIATES AND SUBSIDIARIES OF WASTE MANAGEMENT, INC. ("COMPANY")

*purport to this Agreement*

THIS IS A LEGALLY BINDING AGREEMENT.

1 SERVICES RENDERED. WASTE MATERIALS. Customer grants to Company the right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle ~~all~~ Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

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2 TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. ~~Unless otherwise specified on the Service Summary, the Term shall automatically renew for one (1) year, beginning on the date of the last invoice rendered under this Agreement, and shall continue to renew for successive one (1) year periods thereafter until terminated in writing by either party.~~

3 SERVICES GUARANTY. CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4 CHARGES. PAYMENTS. ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the Service Summary, as they may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer as specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges outlined in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull Push Out Services, Container Relocation Fee or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non-Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5 CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6 EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property, however, Customer shall have care, custody, and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by, or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

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7 LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages: (a) if the remaining Term under this Agreement is more than six (6) months, the average of all monthly Charges multiplied by the number of months remaining in the Term; (b) if the remaining Term under this Agreement is less than six (6) months, the average of its most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every day that waste is not disposed at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8 INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

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Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9 RIGHT OF FIRST REFUSAL. ~~Customer shall have the right of first refusal to purchase any equipment or services provided by Company.~~

10 NO CLASS ACTION. WITH RESPECT TO ANY MATTER PERTAINING TO THIS SERVICE AGREEMENT, NEITHER CUSTOMER NOR COMPANY SHALL JOIN OR CONSOLIDATE CLAIMS BY, OR AGAINST, OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF OR IN A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

11 MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supercedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement, however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

12 SPECIFICATIONS FOR RECYCLABLE MATERIALS. Single stream, commingled recyclables will consist of recyclable glass, aluminum, cans, plastics and papers, as follows: aluminum food and beverage containers, glass food and beverage containers, ferrous (iron) cans, plastics with symbols #1 through #7, any paper or cardboard without wax liners. Any materials not set forth above are unacceptable ("Unacceptable Materials"). All glass containers, tin cans, bi-metal cans, aluminum cans, aerosol cans, and plastic containers must be empty. All fiber must be dry and free of food debris and other contaminating material, and tissues, paper towels or other paper that has been in contact with food is not acceptable. All separated paper shall meet the standards set forth in the most current ISRI Scrap Specifications Circular, available upon request. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not (a) contain Excluded Materials, (b) contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public, and (c) shall not materially impair the strength or the durability of the Company's structures or equipment. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such Recyclable Materials and makes no representations as to the recyclability of the materials set forth above. Loads not meeting the Specifications for Recyclable Materials may be rejected in whole or in part by Company.

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*Customer shall have the right to terminate this Agreement, with or without notice, by giving ~~30~~ thirty (30) days written notice to Company.*

**IN ADDITION TO THE ABOVE, THE FOLLOWING TERMS AND CONDITIONS APPLY TO**

**1. Aerosol, Ballast, Battery, Dental Material, Electronics, Fluorescent Lamps, Medical Waste, and Mercury Recycling Disposal Services, and Mail-Back Ink Cartridge, Toner, Bottle, Cans, and Paper Recycling Services**

**SPECIALTY SERVICES** Capitalized terms used herein shall have the meaning ascribed above, unless otherwise indicated. "Specialty Services" as used herein, include the following Company products services aerosol, ballast, battery, dental material, electronics, fluorescent lamps, medical waste and mercury recycling and or disposal Services, and mail back recycling Services and the container applicable to each of the Specialty Services (the "Container"). Subject to these Terms and the limitations herein, Company will (a) treat, process, recycle and or dispose of the Customer's Acceptable Waste in accordance with federal, state and local laws and regulations, and (b) prepare and process legally required paperwork. The Container may only be used for those materials as indicated on the Container (the "Acceptable Waste"). For any questions regarding or complying with these Terms, or a detailed list of Acceptable Waste eligible for shipping in each Container, please visit [www.wm.com](http://www.wm.com) or call 1-800-664-1434

**2. RETURNS.** If Customer does not accept these Terms, Customer may not use the Container or the Services. However, Customer may return a Container within ten (10) days (the "Return Period") from the day Customer received the Container by doing one of the following during the Return Period: (a) return the Container to the place of purchase, or (b) contact Company at the phone number noted above and complete all return instructions.

**3. LIMIT ON AVAILABILITY.** Specialty Services are only available as shown and certain of the Specialty Services are not available for use in certain States as follows ("Prohibited States"):

This Recycling/Disposal Service:	It is prohibited for use in Puerto Rico, and in the States of Alaska and Hawaii, and such Service is further prohibited or restricted for use in the following additional States (collectively, "Prohibited States"):
Aerosol Containers	Arkansas, Connecticut, Maine, Massachusetts, Minnesota, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont and Virginia
Ballasts	Maine
Batteries	Maine
Dental Material	Arkansas, Connecticut, Maine, Minnesota, New Mexico, New Hampshire, Rhode Island, Virginia and Vermont
Electronics	Maine
Bottle, Cans and Paper	None
Lamps	Maine
Medical Waste	None
Mercury	Maine
Cartridges and Toner	None

It is a violation of law to ship the Container to, from or through any of the Prohibited States. Company reserves the right to modify the list of Prohibited States at any time.

**4. TITLE TO, AND RISK OF LOSS FOR, CONTAINER AND CONTENTS.** Unless and until Company receives and accepts the Container, (a) title to and risk of loss of the Container and its contents shall remain with Customer, and (b) Customer is solely responsible for the contents of the Container.

**5. EXPIRATION OF CONTAINER; UNUSED CONTAINERS.** Each Container must be received by Company by the expiration date printed on the Container ("Expiration Date") if an Expiration Date is indicated. Company has no obligation after the Expiration Date even where the carrier identified on a Prepaid Label fails or refuses to ship the Container. Company shall not be obligated to provide Customer a refund for expired, unused Containers.

**6. PACKAGING.** Customer shall pack and seal the Container in accordance with the instructions included with the Container and any additional instructions that Company may send to the Customer or post on the Company Web Site prior to shipment of the Container by Customer (the "Instructions"). Customer shall pack in the Container only Acceptable Waste and shall exclude any and all Non-Conforming Waste as defined below.

**7. SHIPPING.** Customer shall comply with all Instructions related to shipping. Customer will have received a prepaid return shipping label (the "Prepaid Label") with the Container. The Container may not be shipped from any Prohibited State. Both the Instructions and Prepaid Label(s) may be obtained at [www.wm.com](http://www.wm.com) or by calling 1-800-664-1434. Company shall not have any responsibility or liability with respect to any matter related to either a carrier collecting or shipping the Container.

**8. ADDITIONAL SHIPPING CHARGES.** (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after Customer has purchased a Prepaid Label. If the shipper identified on the Prepaid Label will not ship the Container, Company's sole obligation will be to refund to Customer the actual shipping charge received by Company. This obligation is conditioned upon receipt of written request for such refund prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container. If Customer selects a monthly Charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly service. (c) Customer agrees to allow Company to charge Customer ~~\_\_\_\_\_~~ for additional shipping Charges as indicated above whether or not Customer selects monthly Services or a one-time purchase of a Container.

**9. ACCEPTABLE WASTE/NON-CONFORMING WASTE/ADDITIONAL CHARGES.** Customers must check [www.wm.com](http://www.wm.com) for updates to this list prior to initiating a shipment of a Container in order to ensure that only Acceptable Waste is shipped in the Container. Materials other than the Acceptable Waste indicated as eligible for shipping in each Container and material having constituents characteristics, components or properties not included within the list(s) of Acceptable Waste for each Container shall be "Non-Conforming Waste." (a) **Special Terms Applicable to Medical Waste Services: Only Regulated Medical Waste (as defined herein) qualifies as Acceptable Waste for the purposes of MedWaste Tracker Services.** "Regulated Medical Waste" includes but is not limited to sharps, gauze bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by Customer's State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, prior to shipping, provide to Company accurate and complete documents shipping papers or manifests as required for the lawful transfer of the Regulated Medical Waste under all applicable federal, state or local laws. "Non-Conforming Waste" for the purposes of MedWaste Tracker Services means: (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains and abortion products; (2) radioactive waste; (3) any chemical waste and any hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; and (7) pharmaceutical waste (except what is accepted under a Company pharmaceutical disposal program). (b) **Special Terms Applicable to Aerosol Container Services: Only certain aerosol cans qualify as Acceptable Waste, and Aerosol Container Services are only available for use by a household or a Conditionally Exempt Small Quantity Generator as certified to Company's reasonable satisfaction ("CESQG").** "Non-Conforming Waste" for the purposes of Aerosol Tracker Services includes, but is not limited to: those examples of Aerosol Tracker Services Non-Conforming Waste contained on Exhibit A below. (c) **Special Terms Applicable to Dental Material Services: Dental Material Services are only available for use by a CESQG, all Acceptable Waste must be disinfected, and no more than net 1 lb of elemental mercury may be placed in the Container.** (d) **Special Terms Applicable to Mercury Services: Unless specifically approved by Company, no more than net 1 lb of elemental mercury may be placed in the Container.** (e) **Terms/Charges Applicable to Non-Conforming Waste:** If Company determines that any Container contains Non-Conforming Waste, Company may, at its sole discretion, and at Customer's sole cost and expense: (i) reject the Container and return it to Customer; (ii) return the Non-Conforming Waste to Customer; or (iii) treat, process and/or dispose of the contents of the Container. Customer shall be liable for any and all costs associated with Non-Conforming Waste. Company (or any contractor of company) shall not take title to Non-Conforming Waste, and title to Non-Conforming Waste shall always remain with Customer.

**10. CHARGES FOR FAILURE TO COMPLY WITH TERMS AND INSTRUCTIONS; CHANGED CONDITIONS; AND ADDITIONAL SERVICES.** Company reserves the right to charge or bill Customer additional amounts for any of the following: (a) any Container exceeding its specified maximum weight; (b) shipping materials in the wrong Container or mixing materials in a Container; (c) additional shipping Charges beyond the amounts prepaid for any Prepaid Label; (d) any costs or expenses incurred by Company as a result of Customer's failure to comply with these Terms or the Instructions, other than the usual and customary costs of Company in the performance of the Tracker Services; or (e) any costs related to changes in applicable law occurring after the date of purchase of the Container.

**11. WARRANTY.** Company warrants, except where Tracker Services are used in Prohibited States as follows: (a) the Container has passed, and meets or exceeds the applicable performance standards of federal, state and local regulations; and (b) if the Container is packed, sealed and shipped strictly in accordance with the Instructions, it is adequate to transport Acceptable Waste to the processing facility from authorized points under ordinary commercial shipping conditions. Other than as expressly warranted herein, the Specialty Services are provided "as is," and Company disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Customer warrants that it will not ship any Non-Conforming Waste in the Container and that Customer will otherwise comply with these Terms and all Instructions.

**EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes**

(1) Aerosols that are not in good condition (e.g., damaged, corroded, punctured, leaking, or crushed); (2) Aerosols with labels that are missing, covered, illegible, or obscured; (3) Aerosols with a capacity of greater than 1 liter (1000 ml); (4) Products that are not true aerosols (i.e., non-refillable cylinders containing a gas under pressure, used solely to expel a liquid, paste, or powder from the cylinder through a self-closing release device). Examples of prohibited non-aerosols include: Pump sprays, Oxygen canisters, Signal horns, Non-pressurized self-defense sprays, Liquefied petroleum gas ("LPG") cylinders, Gas for powering toy pellet guns, Other cylinders containing gases only; (5) Aerosols that are specially regulated or not authorized for receipt, including: CFC-containing products (e.g., certain inhalers and refrigerants), Expanding foam products (e.g., insulation foam), PCB-containing products (e.g., certain paints, pesticides, or adhesives that are greater than 25 years old), Pepper sprays, Pesticides/herbicides that are not intended for household use or that have labels which do not authorize recycling of used aerosol cans, Silicone gasket-maker products, Tear gas cartridges or devices, Zinc-based paints/primer/coatings (e.g., zinc-rich cold galvanizing sprays); (6) Industrial or other aerosols that do not have a normal consumer uses; (7) Aerosols that do not have tops, caps, or lids that are capable of preventing accidental discharge during transport and related handling (e.g., aerosols designed with a removable cap if the cap is missing); (8) Aerosols that are discarded by facilities in any of the following industries: (a) petroleum refining; (b) chemical manufacturing; (c) coke by-product recovery; or (d) treatment, storage, or disposal facilities handling benzene wastes from any of these three industries. Customers should check the Web Site for updates to this list prior to initiating a shipment of a Container in order to ensure that no Non-Conforming Wastes are shipped in the Container.

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