

SERVICES: KLEIZA provides wastewater management services, including pumping and high pressure jetting, collection and disposal of Wastewater, repairs to component equipment, camera services, and related activities (collectively, "Services"). The only form of waste material for which KLEIZA provides Services is liquid waste, which is not, and does not include any matter that is, radio-active, volatile, highly flammable, explosive, toxic or hazardous material (collectively, "Wastewater"). The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized by the United States Environmental Protection Agency or any other federal, state or local government agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and/or applicable state or local law.

PAYMENTS: Customer shall pay KLEIZA for the Services provided and/or materials furnished by KLEIZA in accordance with the charges and rates provided for on Work Order, or in accordance with oral, written and contract terms of agreement entered into between the parties, and upon industry standard practices. Non-COD Customers shall tender payment in full to KLEIZA within thirty (30) days of receipt of an invoice from KLEIZA. Any charges that remain outstanding for more than thirty (30) days will be subject to a late fee equal to the lesser of (1.5%) per month or the maximum rate allowed by applicable law. In the event KLEIZA must resort to litigation to collect unpaid charges, Customer agrees to reimburse KLEIZA for all reasonable attorneys' fees, court costs and other expenses KLEIZA incurs, in addition to repayment of all charges and interest due.

WASTEWATER: Customer represents and agrees that all of the liquid waste generated by Customer and covered by this Agreement, constitutes Wastewater as defined above. Customer understands and agrees that KLEIZA will not acquire title to Customer's Wastewater when Customer's Wastewater is loaded into KLEIZA's trucks and equipment or at any other time, and that title to, ownership of, and liability for all of Customer's Wastewater shall remain with Customer at all times. Customer expressly agrees to defend, indemnify and hold harmless KLEIZA from and against any and all damages, penalties, fines and liabilities resulting from or arising out of Customer's Wastewater.

LIMITED WARRANTY: Customer acknowledges it contracted with KLEIZA to perform the particular Service(s) indicated on KLEIZA Work Orders. Because there are many contingent circumstances and conditions beyond KLEIZA's control, KLEIZA cannot and does not promise that, following performance of the requested Service(s), Customer's wastewater disposal system will operate properly. KLEIZA shall not be responsible for any system failure which continues or occurs during or subsequent to KLEIZA's performance of the requested Service(s), and KLEIZA shall have no liability for damages arising from Customer's operation or maintenance of Customer's wastewater disposal system or any malfunction of same, except as provided below.

PERFORMANCE: In the course of performing its Services, KLEIZA may handle, remove and replace, certain parts related to Customer's wastewater system and related fixtures, pipes and parts, either with or without Customer's prior knowledge or consent. Customer assumes all risk and liability resulting from KLEIZA's use and handling of such fixtures, pipes and parts, including when used in combination with the performance of Services by KLEIZA. KLEIZA neither assumes nor authorizes any person to assume for it any liability for damage to any such fixtures, pipes and parts, which results from the age and/or use of such fixtures, pipes and parts.

DAMAGE TO CUSTOMER'S PROPERTY: Customer acknowledges and agrees that KLEIZA shall not be liable for any damages to Customer's pavement, walkways, paths, decorative stone, gardens, lawns, landscaping, or driving surfaces, or equipment below the surface of the ground (collectively, "Customer's Property"), which may result from KLEIZA driving or parking its trucks or other equipment in order to provide Services at an agreed-upon area. By its signature below, Customer hereby waives any rights it may have to bring any claim against KLEIZA and agrees that Customer will not hold KLEIZA responsible or liable for any damages to Customer's Property occasioned by allowing KLEIZA's trucks and equipment on Customer's Property.

GUARANTY: Mindful of the above provisions, KLEIZA warrants and agrees that it will perform all Services in a reasonable, professional manner consistent with standard industry practices. KLEIZA will be liable for any damages caused exclusively by its gross negligence or deliberate action to Customer's Property, provided, however, that notwithstanding anything to the contrary, the measure of damages recoverable by Customer and the maximum limit of KLEIZA's liability for any and all losses and damages resulting from any cause whatsoever, including breach of warranty, breach of contract, and tort claims, shall be the amount of compensation paid to KLEIZA for its performance of specific Service(s) pursuant to this Agreement. The foregoing is the extent of KLEIZA's liability for all damages to Customer or any third party. In no event shall KLEIZA have liability of any nature for any special, incidental, indirect, consequential, exemplary or punitive damages (including, but not limited to, loss of profits or revenue, business interruption or loss of production, costs of capital, downtime costs, or other similar losses), however caused, for any claim arising out of or under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

CHANGES: The parties may agree, either orally or in writing, to changes in the rates, type, size, and amount of materials, and the type or frequency of Service(s), which agreement shall be considered an addendum to this Agreement but shall not affect the validity or enforceability of this Agreement. Customer's oral consent to changes shall be evidenced by the practices and actions of the parties. Rates are subject to change upon written notice to Customer, as necessitated by circumstances outside of KLEIZA's control.

EXCUSED PERFORMANCE: In the event that KLEIZA is delayed or prevented from performing any of its obligations under this Agreement due to governmental action, or lack thereof, or due to shortages or unavailability of materials and/or supplies, labor disputes, strikes, job actions, picketing, boycotts, acts of god, acts of declared or undeclared war, public disorder, riot or civil commotion, or due to any other cause beyond the reasonable control of KLEIZA, KLEIZA shall be excused from its obligations to perform and comply with such provisions of this Agreement for a period of time commensurate with any delays so caused, without any liability to Customer therefore whatsoever, and all time periods for performance of any such obligation shall be extended for a period of time commensurate with any such delay.

BINDING AGREEMENT/ ASSIGNMENT: This Agreement shall be binding in upon the parties, their successors, and assigns, and shall inure to the benefit of the parties, their successors, and permitted assigns. Neither party may assign this Agreement or its obligations under this Agreement without the prior written consent of the other party, except that KLEIZA, without consent, may assign this Agreement to any affiliated entity. This Agreement shall be governed by the laws of the State of New Jersey.

BY MY SIGNATURE BELOW, I AGREE THAT I READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS, THAT I AM AUTHORIZED TO SIGN, AND AGREE TO MAKE ALL PAYMENTS TO KLEIZA AS REQUIRED, IN EXCHANGE FOR KLEIZA PERFORMING THE SERVICES LISTED ON KLEIZA WORK ORDER.

AUTHORIZED SIGNATURE

PRINT NAME

DATE

TITLE