
**EVOQUA WATER TECHNOLOGIES LLC
COMMERCIAL TERMS AND CONDITIONS**

**WASTE TREATMENT, METALS RECOVERY, WATER RE-USE PROCESSING,
TRANSPORTATION AND DISPOSAL SERVICES AGREEMENT**

This Agreement is entered into this _____ day of _____ by and between Evoqua Water Technologies LLC ("Processor") and _____ ("Generator").

WHEREAS, Processor has a facility located at 2430 Rose Place, Roseville, MN. ("Processor's Facility") and the necessary licenses and permits to recover, treat, transfer, transport, and temporarily store (collectively "Handle") certain regulated and unregulated hazardous/industrial waste; and

WHEREAS, Generator desires Processor to Handle certain waste material generated by Generator at its facility at _____ ("Generator's address") which waste material is described in the Waste Profile Sheet included in Exhibit A, attached hereto and made a part hereof.

NOW, THEREFORE, the parties agree as follows:

I. Processor Services

1.1 Processor shall handle the Waste Material in a careful, workmanlike, and lawful manner, and in accordance with all applicable state and federal regulations.

II. Compensation for Services

2.1 Compensation to Processor shall be as specified in Exhibit C attached hereto and made a part hereof.

2.2 Generator shall pay Processor within thirty (30) days after the date of each invoice. Generator shall pay interest on any unpaid balance at the rate of one and one-half percent (1-1/2%) per month, commencing upon the expiration of such thirty (30) day period.

2.3 Processor may adjust prices specified in Exhibit C on the Agreement's anniversary date or with thirty (30) days notice.

III. Waste Analysis

3.1 For all Waste Material to be Handled by Processor, Generator shall: (1) provide a detailed written physical and chemical description or analysis of the waste material (the waste profile sheet included in Exhibit A), (2) package, mark, label and placard each shipment and provide to Processor appropriate shipping documents, manifests, or other such documentation as prescribed by Processor, or required by law, and (3) maintain all records with respect to the Waste Material as required by law.

3.2 Generator shall immediately communicate to Processor any changes in the composition of the Waste Material and any additional information obtained by Generator at any time during the term of this Agreement indicating that the Waste Material may present a hazard or risk to persons or the environment which is not set forth in Exhibits A or B (if included with this agreement) or was not generally known as of the date of this Agreement.

3.3 At any time and at its own expense, Processor shall have the right to perform analysis of Waste Material delivered by Generator hereunder.

IV. Nonconforming Waste Material

4.1 Waste Material shall be considered nonconforming if: (1) it has constituents, characteristics, components or properties not specified in Exhibits A or B (if included with this agreement), (2) it has constituents, characteristics, components or properties designated as unacceptable to the Processor in Exhibit D, or (3) if constituents therein exceed designated concentration levels specified in Exhibits A or B.

4.2 If Processor determines within thirty (30) days after delivery of Waste Material from Generator's Facility that the Waste Material is nonconforming pursuant to 4.1 above, Processor shall immediately notify Generator, and shall, at Processor's election, either arrange with Generator for the satisfactory disposition of such Waste Material upon mutually agreeable terms and conditions, or reject and return such nonconforming Waste Material to Generator without further obligation. If Processor elects to reject and return the Waste Material, Generator shall promptly arrange for its return and shall pay reasonable charges for Processor's Handling and time involved up to the time of the return.

4.3 At any time, Processor may, upon reasonable grounds to believe that Waste Material furnished by Generator is nonconforming, so notify Generator and require that Generator have a sample or samples thereof chemically analyzed by a qualified, reputable, independent laboratory acceptable to Processor. The results of such chemical analysis shall be furnished to Processor. If the chemical analysis demonstrates that the Waste Material is not nonconforming, Processor shall pay the costs of

the analysis. If the chemical analysis demonstrate that the waste material is nonconforming, Generator shall pay the cost of the analysis.

4.4 Any waste containing any of the Prohibited Wastes as specified in the Processor's RCRA Part B Operating Permit, and in Exhibit D to this agreement shall be considered non-conforming.

V. Ion Exchange Resin

5.1 Processor shall supply to Generator such ion exchange resin canisters as the parties determine are appropriate after inspection and analysis by Processor of Generator's process and waste. Generator shall be responsible for utilizing each canister only on the process for which it is intended. Generator acknowledges the necessity of segregating rinse tank wastes as agreed with Processor. Generator agrees to monitor its use of the canisters and employ a fresh canister promptly as each canister's resin is exhausted. Any and all costs (including increased processing costs or replacement costs) incurred by Processor's Facility as a result of Generator's intentionally wrought or negligent use of any ion exchange resin canister shall be solely the responsibility of Generator; provided such costs shall not exceed the replacement cost of such ion exchange resin and/or canister.

5.2 Processor will conduct periodic ion exchange capacity tests on resin processed at Processor's Facility, and all canisters supplied to Generator, at the time of delivery, shall contain resin having an acceptable ion exchange capacity.

5.3 Resin canisters supplied hereunder shall be free from defects in material and workmanship. Processor shall not be liable for any incidental or consequential damages for any breach of warranty. PROCESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH HEREIN. Processor's liability and Generator's exclusive remedy are expressly limited to removal from Generator's Facility and disposal of any defective canister and replacement thereof with another resin canister within a reasonable time period.

VI. Title

6.1 Title to and liability for conforming Waste Material shall pass from Generator to Processor when the loading operation of the Waste Material onto vehicles provided by the Processor has been completed and said vehicles are ready to leave the facility of the Generator. If transportation is provided by the Generator, then title passes from Generator to Processor when unloaded at Processor's site.

6.2 Title and liability for non-conforming Waste Material shall at all times remain with the Generator, unless, upon the discovery that the Waste Material is non-conforming, Processor agrees in writing to perform services under this Agreement.

6.3 Should Processor revoke acceptance of any nonconforming Waste Material as provided in IV above, title to and liability for such Waste Material shall revert in Generator at the time such revocation is communicated to Generator, regardless of who has physical possession of such Waste Material. Processor shall take all reasonable steps appropriate to protect the Waste Material until Generator can properly retake possession thereof.

6.4 Processor shall have title to all materials recovered from Generator's waste material.

VII. Collection and Transportation

7.1 The party providing transportation for the Waste Material from Generator's Facility to Processor's Facility shall comply with all federal, state, and local statutes, rules, regulations and ordinances applicable to the moving, handling, securing and transporting of such Waste Material. Generator is legally responsible to provide the proper Department of Transportation and Resource Conservation and Recovery Act shipping papers and labels, and/or any other such papers and labels required by applicable law, which shall accompany the Waste Material. Processor will assist Generator in determining proper labeling and shipping documentation.

7.2 Generator shall provide safe, satisfactory roadways and approaches to the point of loading at Generator's Facility. To the extent that Waste Material to be shipped from Generator's Facility is contained in canisters, totes or drums, Generator shall be solely responsible for loading the Waste Material onto vehicles provided by Processor, and Generator assumes full risk of loss to all equipment and premises of both parties, to the extent that such loss results from the negligence of its employees, officers, agents or subcontractors ("Generator Personnel"). To the extent that Processor's employees, officers, agents or subcontractors ("Processor's Personnel") engage in loading of canisters of Waste Material or in connecting of piping from Generator's process equipment to vehicles supplied by Processor, Processor assumes full risk of loss to all equipment and premises of both parties, to the extent that such loss results from the negligence of Processor's Personnel. Each of Generator and Processor shall indemnify, defend and hold harmless the other (and in the case of Processor, its partners and affiliates) from any and all costs and expenses (including attorney's fees) relating to: (1) liability, claims and demands arising from personal injury or death of personnel of any persons, including the other party's employees, officers, agents, or subcontractors, arising out of the negligence of Generator's Personnel or Processor's Personnel respectively while engaged in such loading activities, and (2) loss or damage to any property arising out of or in any manner connected with such loading activities.

7.3 To the extent that Processor Personnel enter Generator's Facility in performance of services hereunder, Generator shall ensure such Processor Personnel a safe working environment.

7.4 If an emergency should occur at Generator's Facility while Processor Personnel are on the premises, Generator shall make available to such Processor Personnel its emergency services, including first aid, to the same extent that emergency services would be available to an employee, agent or subcontractor of Generator at the same facility.

VIII. Insurance, Liability, Indemnification

8.1 Processor shall maintain adequate general liability insurance; Worker's Compensation Insurance in accordance with the laws of the State of Minnesota; adequate automobile personal injury and property damage insurance; and environmental insurance covering bodily injury and property damage caused to third parties by a sudden accidental occurrence in such amounts as may be legally required.

8.2 Processor shall indemnify, save harmless and defend Generator against any and all claims, liabilities, penalties, forfeitures, suits and costs and expenses incident thereto (including costs of investigation, defense, settlement and reasonable attorney's fees), resulting from death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental regulations or orders to the extent such results from the imposition of strict liability with respect to Waste Material delivered to Processor by Generator.

8.3 Generator shall indemnify, save harmless and defend Processor against any and all claims, liabilities, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of investigation, defense, settlement and reasonable attorney's fees), resulting from death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental regulations or orders to the extent (1) such is caused by the negligence or intentional wrongdoing of Generator or any of its agents or employees, (2) such is caused by Generator's delivery to Processor of nonconforming Waste Material.

IX. LIMITATION OF LIABILITY

9.1 Notwithstanding anything else to the contrary, Processor shall not be liable for any consequential, incidental, special, punitive or other indirect damages, and Processor's total liability arising at any time from the sale or use of the Processor's services shall not exceed the purchase price paid for Processors services. These limitations apply whether the liability is based on the contract, tort, strict liability or any other theory.

X. Representations and Warranties

10.1 Processor warrants and represents to Generator that: (1) it will during the term hereof possess the equipment, plant and employee resources required to perform this

Agreement; and (2) it will be at all times while the services hereunder are being performed by it, duly licensed and authorized to Handle the Waste Material; and (3) it will comply with all applicable federal, state and local laws, regulation, rules, orders, decisions and ordinances pertaining to its Handling of the Waste Material.

10.2 Generator warrants and represents to Processor that: (1) the composition of all Waste Material to be delivered to Processor conforms to Exhibits A and B; (2) Generator will during the term of this Agreement communicate to Processor any and all changes in the composition of its Waste Material and any additional potential hazards and risks associated with the Waste Material learned of by Generator; and (3) Generator will hold clear title to all Waste Material to be transferred hereunder; and (4) the Waste Material will conform to the shipping papers and labels which accompany it; and (5) Generator is under no legal restraint or order and shall be under no legal restraint or order which would prohibit transfer by it of possession or title of the Waste Material to Processor for Handling; and (6) Generator will comply with all applicable federal, state and local laws, regulations, rules, orders, decisions and ordinances pertaining to its activities pursuant to this Agreement.

XI. Excuse of Performance

11.1 The parties agree that any delay or failure of either party to perform its obligations hereunder, except for the payment of money for services already rendered, shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies (including loss by Processor of any license, permit or other authorization necessary for fulfilling its obligations hereunder), fire, flood, windstorm, explosion, riot, war, sabotage or other cause or causes beyond reasonable control of the party affected ("Force Majeure"), provided that prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. In the event that the Force Majeure is not rectified within thirty (30) days of the date of such notice, each of the parties shall have the right to terminate this Agreement effective immediately upon written notice to the other party.

XII. Term of Agreement

12.1 The term of this agreement shall be from the date hereof and automatically renewed on the anniversary date thereof for a like period until such time as either party terminates the agreement in accordance with the provisions contained herein.

XIII. Termination of Agreement

13.1 Either party may terminate this Agreement if the other party (1) has been adjudicated a bankrupt, or (2) has filed a voluntary petition in bankruptcy, or (3) has made an assignment for the benefit of creditors, or (4) a receiver has been appointed for such party.

13.2 Furthermore, either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice of termination.

XIV. Miscellaneous

These terms, together with any quotation, purchase order or acknowledgement issued or signed by Processor comprise the complete and exclusive statement of the agreement between the parties and supersede any terms contained in Generator's documents, unless separately signed by Processor. Whether the terms set forth herein are included in an offer, acceptance or acknowledgment by Processor, such offer, acceptance or acknowledgment is conditioned on Generator's assent to these terms. Processor rejects all additional or different terms in any of Generator's forms or documents. Generator acknowledges that Processor is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the services provided under the Agreement, including any export license requirements. Purchaser agrees that such services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Processor of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. GENERATOR AGREES TO INDEMNIFY AND HOLD PROCESSOR HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives.

EVOQUA WATER TECHNOLOGIES LLC

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

GENERATOR

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBITS:

- A: Waste Profile Sheet
- B: Evoqua Lab Report
- C: Quotation for Compensation to Processor
- D: Prohibited Wastes

EXHIBIT A

Waste profiles will be provided by Evoqua after receipt of purchase order.

EXHIBIT D PROHIBITED WASTES

1. Waste Oil

Waste oil of any kind including but not limited to: waste hydraulic oil, waste emulsified oil, waste cutting oil, oil laden metal shavings, oil laden "floor dry" compounds, grinding swarf, waste cooling or cutting oils, transformer oil, waste lubricants, used oil coating baths, water soluble oils and paint strippers, unless previously approved by Processor.

2. Organic Solvents

Organic solvents of any kind including but not limited to: trichloroethane, trichloroethylene, dichloromethane (methylene chloride), naphtha, kerosene, gasoline, alcohols, methylethyl ketone (MEK), acetone, benzene, toluene, tetrachloro-ethane and carbon tetrachloride, unless previously approved by Processor.

3. Toxic Organics

Toxic organic compounds of any kind which contain toxic organics in higher than nominal concentration. Toxic organics shall be defined as those compounds listed in 40 CFR 433.11, as it may be amended. Total toxic organics (TTO) is the sum of all toxic organics as defined in 40 CFR 433.11, as it may be amended. The CTRF will not accept contamination in wastes by TTO in a concentration equal to or greater than 2.13 mg/l. Concentrated toxic organics will not be accepted for treatment at the CTRF. Specific examples of unacceptable toxic organics include but are not limited to: vapor degreasing compounds (chlorinated hydrocarbons), cresylic acid emulsion cleaners, and vapor degreaser sludge.

4. Radioactive Materials

Any material exhibiting radioactivity above background levels, including artificial radioisotopes and naturally occurring radioisotopes; any material which is exposed to radioisotopes or radiation which becomes radioactive from such exposure; radiation sources used for thickness gauging; and equipment used to contain radiation sources.

5. Reactive Compounds

Any compounds which cause or could possibly cause undesirable reactions when mixed with other wastes in either Generator's holding tanks or the Processor's holding tanks and chemicals that are unstable alone or that can react with common contaminants listed for each Waste Category to cause a highly exothermic reaction or release explosive gases. Prohibited compounds include but are not limited to: reducing agents in chrome or sulfate copper etch wastes; oxidizing agents in chelated wastes; and powerful reducing or oxidizing agents of any type other than those specifically listed as acceptable in Exhibit A. Examples of unacceptable reactive compounds are: hydrazine, sodium hydrosulfite, sodium borohydride, chlorate compounds and perchlorate compounds.

6. Scrap Materials

All solid scrap including but not limited to: circuit board scrap, scrap or ruined plating work, drums, equipment or components (tanks, liners, etc.), anodes, anode baskets and chemical containers, unless previously approved by Processor.

7. Particulate Material

Particulate material larger than 1/4 inch diameter in any liquid waste is unacceptable to the Processor. Such material includes but is not limited to: lost parts in process bath dumps (screws, nuts, etc.); cigarette butts, mop strings and rags in floor wash water; and sludge or crystal particles that may not be broken up by the agitation caused by pumping.