

NONCONFORMING WASTE

Each generator, or their representative, must assure that the waste shipped is conforming to the Waste Characterization Form (Profile) submitted and approved. This is to assure compliance with our permit. This profile will list the appropriate waste characteristics and contaminants based on material Safety Data Sheet, Analytical Results or Generator Knowledge.

Below are the CLIENT Responsibilities related to assurances that waste received by ECOFLO is conforming to its corresponding Waste Characterization Form:

Definition and Scope. Any Waste provided by CLIENT which, at the time it is tendered by CLIENT or at any time thereafter, is not described truly, accurately, and completely by the then current Waste Characterization, or which does not reasonably match the sample of Waste provided by CLIENT, is "Nonconforming Waste" and is governed by this Section 4. If one or more containers or units of CLIENT's Waste is Nonconforming, ECOFLO may, in its sole discretion, classify any or all of CLIENT's Waste as Nonconforming.

Notification, Communication, and Action. ECOFLO may reject or may revoke acceptance of Nonconforming Waste in its sole discretion. As soon as practicable after discovering that Waste is Nonconforming Waste, ECOFLO shall notify CLIENT of such Nonconforming Waste. If ECOFLO has possession of the Nonconforming Waste, CLIENT must, within forty eight (48) hours after receiving notice from ECOFLO of such Nonconforming Waste, notify ECOFLO of CLIENT's request as to one of the follow actions with regard to the Nonconforming Waste: (1) that ECOFLO return the Nonconforming Waste to CLIENT; (2) that ECOFLO deliver the Nonconforming Waste to a third party; (3) that ECOFLO provide Services at whatever price ECOFLO deems applicable for the Nonconforming Waste; or (4) that ECOFLO take, or allow CLIENT to take, some other reasonable action with regard to the Nonconforming Waste. Provided, however, that if CLIENT requests that ECOFLO perform any action other than to return the Waste to CLIENT, ECOFLO may, in its sole discretion, decline to do so and ECOFLO shall then return the Waste to CLIENT. If CLIENT fails within the forty eight (48) hours of receiving notice by ECOFLO of the nonconformity to inform ECOFLO what actions to take with regard to the Nonconforming Waste, ECOFLO may take such actions that it chooses in its sole discretion regarding such Waste, including, but not limited to, returning the Waste to the CLIENT or

disposing of such Waste. If CLIENT so requests, ECOFLO shall provide CLIENT with information supporting ECOFLO's determination of the nonconformance of Nonconforming Waste, but such request shall not affect the time periods for actions and communications by the CLIENT as stated hereinabove.

Costs and Expenses. CLIENT shall, in all circumstances, be responsible and liable for all costs, fees, and expenses incurred by ECOFLO or any third party related to any Nonconforming Waste, regardless of when the nonconformity is discovered or when the expenses are incurred.