

TERMS AND CONDITIONS

DEFINITIONS

Biomedical Waste: Used herein shall include only those waste as defined by the "EPA" (United States Environmental Protection Agency) as regulated medical waste, bio-hazardous or as infectious. Acceptable biomedical waste includes Pathological, Biological, Cultures, Sharps, Chemotherapy waste substances as defined in any applicable Federal, State, County or Municipal Laws, Regulations and Guidelines. STATE RULE: GA EPD 391-3-4-.15.

CUSTOMER RESPONSIBILITIES

Customer is held wholly responsible that only biomedical waste is placed in boxes/containers. Radioactive material is unacceptable to Earthwise Industries, Inc. Customer shall have sole responsibility for the proper and lawful packaging, labeling and storage of its biomedical waste. Earthwise Industries, Inc. shall be responsible only for the pick-up of such bagged waste in boxes or containers supplied or approved. If customer elects to supply its own containers, Customer will be solely responsible for the construction, labeling and marking of such containers as applicable by law. Customer agrees that its storage of biomedical waste shall be confined to an area to which only authorized personnel shall have access on Customer's property. Customer shall hold Earthwise Industries, Inc. harmless from all loss, damage and expense, (including Attorney fees) suffered as a result of the breach by Customer of the provisions of this paragraph. **BOX WEIGHT SHALL NOT EXCEED 40 LBS.**

NO LOOSE NEEDLES; MUST BE IN SHARPS CONTAINERS. No exceptions.
NO wet or leaking boxes/containers will be accepted.

PAYMENT IS DUE AT TIME SERVICES RENDERED

MUST PAY unless prior arrangements are made with Accounting Dept. Checks and credit cards are accepted. A per stop route surcharge is added. Upon confirmation a pick-up is needed, a service fee (\$35.00) will be billed to customer if pick-up is voided on-site (MISSED PICK-UP). **Late fee (\$35.00) will be added to delinquent amounts over 30 days from date of pick-up** or on returned checks. *Set-up fee* (\$45.00) is charged for first time delivery of boxes and bags if no pick-up made at the time. **AN ACTIVE CREDIT CARD MUST BE ON FILE AT ALL TIMES.** (Credit card will be used if payment is not received after 30 days from pick-up.)

ATTORNEY FEES AND COSTS

If any action or other proceeding is brought for collection purposes for services rendered, Customer agrees to pay in addition to any amount adjudged due and any amount to which Earthwise Industries, Inc. may otherwise be entitled to, and any and all costs incurred by Earthwise Industries, Inc. as a result of such action including any court costs and reasonable attorneys' fees.

By my signature below, I attest that I have read and understand the Terms and Conditions as set forth by Earthwise Industries, Inc.

Please *PRINT* then *SIGN* name.

Authorized Signature

Title

Date