

## Terms and Conditions of Rental

**1. Acceptance.** Customer shall be deemed to have accepted these Terms and Conditions of Rental (the "Agreement") upon the earliest to occur of: (i) receipt of an invoice from Wasted\* P.B.C. (the "Company"); (ii) delivery of items of equipment ("Equipment") identified in the invoice or quote to the site designated in the invoice (the "Site"); or (iii) execution of an invoice or quote or of other conduct of Customer indicating acceptance. This Agreement shall supersede any inconsistent terms of any purchase order or other documents of Customer.

**2. Payment Terms.** Customer will pay Company at the rates and intervals forth on the invoice. Overdue balances are subject to 5.0% late charge which, at the option of Company, shall be due upon demand or added the Customer next invoice. If applicable, a processing fee of 3.0% shall apply to all invoices paid by credit card. Customer shall pay all costs and expenses of collection incurred by Company, including reasonable attorneys' fees.

**3. Taxes, Fees, Other Charges.** Customer shall pay any and all taxes, license fees or permit fees arising as a result of its purchase and use of the Equipment, whether such costs are shown on an invoice or later claimed by any Government (national, state or local) or similar taxing authority.

**4. Delivery Cost.** Customer shall pay the costs of delivery of the Equipment and related components, which will be shipped in one or more lots by the lowest cost method at the discretion of Company. Delivery dates are approximate and subject to change without notice.

**5. Inspection.** Customer shall inspect the Equipment promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Customer to provide Company with written notice of non-conformity within 5 days from the date of delivery shall constitute a waiver by Customer of all claims with respect to such Equipment.

**6. Field Services.** Company may provide field services to the Equipment, including, but not limited to, cleaning, maintenance and replenishment of soft goods, at the request of Customer. These services will be separately invoiced to Customer. If so requested, service will occur on days mutually agreed to by Company and Customer. In the event Company is unable to service the Equipment on the selected service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available subject to Company's other service commitments. Company shall be granted access to the Equipment at any time for any service, maintenance or removal of the Equipment.

**7. Transfer of Title and Risk of Loss.** Company retains the right and title to the Equipment. In the event Customer is in breach of any term of this Agreement, without limiting any other rights or remedies that Company may have at law or in equity, Customer authorizes Company to enter onto the premises where the Equipment is located, repossess and remove the Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without prior written consent from Company. Customer shall not sell, rent, lease or

otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. The risk of loss, including, but not limited to the risk of loss, theft, damage or destruction of the Equipment, transfers to Customer upon delivery to the Site.

**8. Site Authority.** Customer represents and warrants to Company that it has full and complete rights and all approvals necessary for the placement of the Equipment at the Site. Customer further warrants and represents to Company that it has exercised due diligence and care in the selection of the Site.

**9. Compliance with Laws.** Customer is solely responsible for ensuring that the Equipment and operation of the Equipment complies with any federal, state or local laws, codes, ordinances, or regulations, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI (if applicable) and hereby releases and agrees to defend, indemnify, and hold Company harmless from and against any claims related to any actual or alleged non-compliance therewith. Customer agrees to adhere to all applicable US Export laws and regulations with respect to the products.

**10. Contamination.** Customer shall prevent the Equipment from being contaminated by any volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents) (collectively, "Non-Permitted Waste"). In the event Non-Permitted Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Non-Permitted Waste.

**11. Damage Waiver.** If Customer enrolls in Company's equipment protection program (the "Program"), the Program fee, as shown on the invoice, shall bill to Customer each billing cycle. If the Customer has enrolled in the Program, and except as provided for by this Agreement, Customer shall have no responsibility for accidental structural damage to the Equipment. The Program does not cover (i) loss resulting from theft, willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, (ii) the removal costs of Non-Permitted Waste, or (iii) losses for which Customer has insurance coverage. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company all documents and reports reasonably requested by Company. In the event Customer declines to participate in the Program, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault (reasonable wear and term excepted), and shall pay Company the actual cost of repair or replacement cost thereof in the event of a loss.

**12. Disclaimer of Warranties.** THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE EQUIPMENT. COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY'S SOLE OBLIGATION FOR A REMEDY TO

CUSTOMER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING EQUIPMENT. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF EQUIPMENT, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

**13. Limitation of Liability.** Company's maximum aggregate liability to Customer shall not exceed the amount paid to Company for the Equipment in respect of which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE EQUIPMENT SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

**14. Excuses for Non-Performance.** If the manufacture, transfer or receipt by the Equipment or any related components is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference, and neither party shall be liable to the other for default or delay in performing, except with respect to Customer's payment obligations.

**15. Termination.** Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches any of this Agreement, (iii) any lien is placed, or is proposed to be placed, on any of the Equipment, or (iv) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer.

**16. Cancellation.** Customer may not cancel or terminate its obligations under this Agreement without the prior consent of Company, and irrevocably agrees to pay for the Equipment in full when due. In the event Company consents to a cancellation request, Customer shall pay any costs incurred by Company as a result of such cancellation including, but not limited to, storage or disposal costs, overhead or other losses.

**17. Governing Law.** This Agreement shall be construed, and the respective rights and duties of Customer and Company shall be determined, according to the laws of the State of Vermont, without giving effect to its principles of conflicts of laws.

**18. Dispute Resolution.** Any dispute, controversy or claim arising out of or related in any way to these Terms and Conditions of Sale and/or any sale and purchase of products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a single arbitrator sitting in Vermont. The arbitrator will be bound to adjudicate all disputes in accordance with the

laws of the State of New Hampshire. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this agreement.

**19. No Assignment.** This agreement between Customer and Company is not transferable by either party without the prior written consent of the other party, except that Company may assign this Agreement without Customer's consent if the assignment is to a to an affiliate or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Company's assets.

**20. Miscellaneous.** The Agreement is the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated herein, notwithstanding any other terms that might be contained in any purchase order or other document received from Customer or submitted to Company. This Agreement can only be modified or changed in writing and signed by authorized representatives of both parties. No waiver by Company of any term or breach of this Agreement shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect.

**21. Rights to Experiment and Test with your Collected Waste.** To the extent that Company provides field services to the Equipment, Company reserves the right to collect samples from the toilets to analyze nutrient content, carbon emissions and fill rates. Company shall de-identify the origin of the samples and will not analyze the samples for biomarkers, such as D.N.A.

**22. Ownership of Innovative Proprietary Information.** All techniques, know-how, inventions, processes, methods used in production, trade secrets and other information Company desire to remain confidential (collectively, the "Proprietary Information") information shall remain the exclusive property of Company. Company grants Customer a limited, non-transferable, revocable license to use any Proprietary Information that has been incorporated into the Equipment for their intended purpose for the duration of the useful life of the Equipment. With the exception of such use, Customer will not disclose, publish or distribute any Proprietary Information or use any Proprietary Materials for any other purpose.

**23. Indemnification.** Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment.

**24. Attorney Fees.** In the event either party initiates arbitration or other legal proceedings to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to recover all costs of such litigation, including expert witness fees and attorneys' fees as allowed by law.

**25. Survival.** All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and delivery of the Equipment, and shall continue in full force and effect until the obligations of the parties under the Agreement have been satisfied in full.