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*A Division of Speed Wrench, Inc.*

**STANDARD TERMS AND CONDITIONS OF SERVICE**

1 Applicability and Scope

1.1 These General Terms and Conditions (these “Terms”) and the Maintenance Service Contract (“Agreement”) are the only terms that govern the maintenance or other services (the “Services”) by Speed Wrench, Inc. d/b/a Speed-Tech Equipment (the “Speed-Tech”) to the purchaser (the “Customer”) of those Services. These Terms prevail over any terms and conditions proposed by Customer in any manner. Performance of Services, or invoicing for Services after Customer issues a purchase order or similar document does not constitute acceptance of Customer’s order or any of Customer’s terms and conditions and does not serve to modify or amend these Terms. Speed-Tech expressly rejects any terms proposed by Customer, whether in a purchase order or otherwise. If Speed-Tech is found to have accepted any offer made by Customer, such acceptance is expressly limited to these Terms. Any additional or different terms in Customer’s offer or proposal shall be deemed material and are hereby objected to and rejected by Speed-Tech.

1.2 Any acceptance of the Agreement is expressly limited to, and conditioned upon, Customer’s assent to these Terms. The contract formed by the Agreement and these Terms (or otherwise between Customer and Speed-Tech) will be referred the “Contract.”

1.3 Customer agrees that the Agreement and these Terms are the exclusive statement of the terms and conditions of the Contract and that they supersede all proposals and other communications between the parties, oral or written.

2 Quantity, Term, Prices, Invoices, and Payment

2.1 Prices quoted are only for the Services specifically referenced in the Contract. Speed-Tech may increase prices on thirty (30) days written notice to Customer.

2.3 Payment will be due as stated on the invoice or, in the absence of a stated due date, net thirty (30) days from the date of the invoice. If there is no date on the invoice, payment will be due within thirty (30) days of the performance of the Services being invoiced.

2.4 Customer will pay interest on all late payments at the lesser rate of 1.5% per month, or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer will reimburse Speed-Tech for all costs incurred in collecting any late payments, including, without limitation, Speed-Tech’s actual attorneys’ fees and all costs of litigation. In addition to all other remedies available under these Terms or at law (which Speed-Tech does not waive by the exercise of any rights hereunder), Speed-Tech is entitled to suspend the performance of any Services if Customer fails to pay any amount due to Speed-Tech, regardless of whether the amount owed is in connection with the same Services.

2.5 If at any time Speed-Tech determines that Customer’s financial condition or credit is or has become impaired or otherwise unsatisfactory to Speed-Tech, Speed-Tech may require proof of financial solvency, advance cash payments, shortened payment terms, posting of satisfactory security, or other similar financial accommodations. Customer agrees that Speed-Tech may withhold delivery the performance of any Services until Customer complies with Speed-Tech’s financial requirements.

2.10 Customer will not withhold payment of amounts due and payable by reason of any set-off of any claim or dispute with Speed-Tech, whether relating to Speed-Tech’s breach, bankruptcy, or otherwise.

3 Performance of Services

3.1 Customer represents, warrants, and covenants that all of the materials Customer provides to Speed-Tech or placed in in Speed-Tech’s equipment (“Waste”) (i) will not contain any hazardous, radioactive, infectious, or toxic waste or substance that is inappropriate for disposal at a municipal solid waste landfill, and (ii) will not contain any material that Speed-Tech designates as unacceptable in the Agreement, which Speed-Tech reserves the right to amend in its sole discretion. Waste which meets these requirements shall be “Acceptable Waste.” All other waste, including any waste that is comingled with prohibited materials, is “Unacceptable Waste.” Speed-Tech reserves the right to designate any waste “Unacceptable Waste.”

3.3 Speed-Tech shall have the right, but not the obligation, to (i) refuse or reject any Waste at any time and at Speed-Tech’s sole discretion, and (ii) inspect all vehicles and containers of Waste. Title to any and all Unacceptable Waste shall remain Customer at all times.

4 Termination

4.1 Either party may terminate this Agreement if the other party fails to cure a breach of this Agreement that is subject to cure within thirty (30) days after written notification of the breach has been provided to the breaching party. Provided, however, that if the breach is related to payment, then the cure period shall be five (5) days.

4.2 Speed-Tech may terminate this Agreement for its convenience, with or without reason, by providing written notice to Customer. Customer may not terminate this Agreement for convenience, because it is deemed to be a contract of indefinite duration, or for any reason other than an uncured material breach as stated in the section.

4.3 Upon the expiration or termination of this Agreement for any reason, Customer shall immediately pay to Speed-Tech the following amounts: (a) all sums due to Speed-Tech as of the date of expiration or termination; (b) the contract price for all finished Services; (c) Speed-Tech’s actual cost for all raw materials and works-in-process for Services, plus 20%; and (d) all costs of equipment, tooling, spare parts, or similar items purchased or obtained by Speed-Tech for performing the Services that have not been recovered by Speed-Tech through performance of the Agreement.

4.4 Nothing contained in this Agreement is intended to create any express or implied obligation on either party to renew or extend this Agreement or to create any right to continue this Agreement on the same terms.

4.5 The terms contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement by either or both parties will survive both the completion of performances and the termination of the Agreement.

5 Customer’s Acts or Omissions

5.1 If Speed-Tech’s performance of its obligations under this Agreement is prevented or delayed by an act or omission of Customer or its agents, subcontractors, consultants, representatives, or employees, Speed-Tech will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6 Limited Warranty

6.1 Speed-Tech warrants to Customer that it will perform the Services using personnel of required skill, experience, and qualifications and in a professional manner in accordance with generally recognized industry standards for similar services.

6.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6.1, SPEED-TECH MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES OR ANY PARTS, SUPPLIES, GOODS OR MATERIALS PROVIDED BY SPEED-TECH. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

6.3 In addition to the other limitations on liability provided for in this Agreement, Speed-Tech will not be liable for a breach of the warranty set forth in Section 6.1 (and will not be liable to replace any defective parts, supplies, goods or materials provided under this Agreement) unless: (a) Customer gives written notice of the defective or non-conforming Services (or parts, supplies or goods), described with particularity, to Speed-Tech within thirty (30) days after the date of provision of the relevant Services (or parts, supplies, goods or materials).

6.4 Speed-Tech will not be liable to Customer for a breach of warranty if: (a) Customer makes any further use of the allegedly defective or non-conforming Services after giving notice; (b) the defect arises because of any misuse, abuse, improper storage, improper handling or shipment, integration with other waste streams, or improper maintenance of the waste by Customer or any third party; or (c) the defect arises because of any alteration, handling, or storage of the waste by Customer or any third party without Speed-Tech’s express prior written consent.

6.5 Subject to Section 5.4, with respect to any Services that are allegedly in breach of warranty, Speed-Tech will, at its sole discretion, either: (a) re-perform the Services or (b) credit or refund the price of such Services at the pro rata contract rate.

6.6 THE REMEDIES SET FORTH IN SECTION 6.3 AND SECTION 6.5 ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES AND REFLECT SPEED-TECH’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THE CONTRACT.

6.7 Speed-Tech’s warranty contained in this Contract extends only to Customer. No other party will be considered a beneficiary of this warranty, nor will any other party be entitled to make a warranty claim against Speed-Tech.

6.8 This warranty will not be enlarged absent a specific written agreement between Customer and Speed-Tech, and no obligation or liability will arise out of Speed-Tech’s rendering technical advice, assistance, or other support services.

6.9 Speed-Tech does not in any way provide any warranty for parts, supplies, goods or materials provided by Speed Tech. Customer’s sole warranty claims or other claims (if any such warranty exists) with respect to such parts, supplies, goods or materials will be against the manufacturer of such parts, supplies, goods or materials; provided, however, that if Speed Tech provides parts, supplies, goods or materials that it knew, or should have known, were defective, and if Customer submits a claim in accordance with the terms and limitations of this Agreement (including, but not limited to, time limitations on claims set forth in Section 6.3), Speed Tech’s sole obligation or liability with respect to such defective item will be to repair or replace such defective item; and Speed Tech will not be liable for any damages or losses resulting from such defect. The limitations on liability under this Section 6.9 are in addition to the limitations on liability set forth elsewhere in this Agreement, including, but not limited to, all limitations in Section 6 or Section 7.

7 Limitation of Liability

7.1 SPEED-TECH’S TOTAL, CUMULTIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FOR LOSSES OR DAMAGES FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR FOR ANY OTHER LOSSES, DAMAGES OR AMOUNT, IS LIMITED TO THE PRICE FOR THE RELEVANT SERVICES OR ITEMS SOLD UNDER THE AGREEMENT WITH RESPECT TO WHICH LOSSES, DAMAGES OR OTHER AMOUNTS ARE CLAIMED. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SPEED-TECH (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, SUCCESSORS, OR ASSIGNS) WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION: DAMAGES RELATING TO REPUTATION; LOSS OF BUSINESS OPPORTUNITIES, PROFITS, REVENUE, OR GOODWILL; BUSINESS INTERRUPTION OR DOWNTIME; CUSTOMER CHARGES; OR OTHER LOSS WHATSOEVER ARISING OUT OF, CAUSED BY, OR RELATED TO A BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, WHETHER BASED IN CONTRACT, TORT, STRICT, LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATION ON DAMAGES IS AN ALLOCATION OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THIS AGREEMENT. SPEED-TECH WILL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL LIABILITY FOR, ALL PERSONAL INJURY AND PROPERTY DAMAGES CONNECTED WITH THE HANDLING, TRANSPORTATION, OR FURTHER MANURACTURE, FABRICATION, ASSEMBLY, PROCESSING OR USE OF THE GOODS. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY WARRANTY OR OTHER REMEDY SPECIFIED IN THIS AGREEMENT.

8 Indemnity

8.1 To the fullest extent permitted by law, Customer agrees to indemnify, hold harmless, and defend Speed-Tech and its affiliated companies, their respective directors, officers, employees, and agents (“Indemnitees”) from and against any loss, liabilities, costs, expenses, suits, actions, claims, and all other obligations and proceedings, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all Indemnitee attorneys’ fees and any other costs of litigation (collectively, “Liabilities”) that are in any way related to (a) any acts or omissions of Customer or Customer’s customer and their respective directors, officers, employees, and agents; (b) any bodily injury (including death), property damage, or violation or alleged violation of law, arising out of or in connection with any Acceptable or Unacceptable Waste; (c) any conditions of any kind on Customer’s property or premises; (d) any materials, components, or subcontractors required or suggested by Customer or Customer’s customer; or (e) Customer’s performance or obligations under the Agreement. Customer’s obligation to defend and indemnify under this section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability, or otherwise, except for claims that arise as a result of the sole negligence of Speed-Tech.

9 Force Majeure

9.1 Neither party will be held liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any obligations under this Agreement if such failure or delay is caused by or results from circumstances beyond the party’s reasonable control (a “Force Majeure”). A Force Majeure may include, but is not limited to, acts of God, acts of terrorism, acts of a government authority (whether legitimate or illegitimate), disease, pandemic or epidemic, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, unavailability of materials or labor, strikes, labor disputes, increases in the cost of materials, components, fuel, or labor, or court injunction or order. The party affected by such an event will notify the other party as soon as practicable, will inform the other party of how long the failure or delay is expected to last, and will use diligent efforts to end the failure or delay and to ensure that the effects of the failure or delay are minimized as much as possible. This clause does not relieve either party of its obligations to make payments under this Agreement. Customer’s economic hardship or changes in market conditions will not be considered a Force Majeure.

10 General Provisions

10.1 Customer warrants that it is and will remain in compliance with all federal, state, and local laws, regulations, and ordinances relating to Customer’s ability to perform its obligations under this Agreement.

10.2 The Agreement contains all terms between Speed-Tech and Customer with regard to the subject matter of the Agreement and supersedes all prior oral or written representations, agreements, or other communications between Speed-Tech and Customer. No modifications to this Agreement will be effective unless they are agreed upon in writing by both parties.

10.3 The failure of either party to insist in any one or more instances upon the performance of any of terms, covenants, or conditions in this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right. The remedies reserved in this Agreement shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and are in addition to any other remedies provided for or allowed by law, at equity or otherwise.

10.4 No right, interest, or obligation in this Agreement may be assigned or delegated by either party without the written permission of the other party. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors. Speed-Tech may assign this Agreement, in whole or in part, and without the consent of Customer to (a) any affiliate or subsidiary or (b) to a third party in the event of merger, stock sale, recapitalization, conversion, consolidation, or other business combination or sale of all, or substantially all, of the assets of Speed-Tech to such a third party.

10.5 All terms of this Agreement will be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms will remain in effect.

10.6 Section headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of the Agreement.

10.7 This Agreement will be governed and interpreted in all respects in accordance with the laws of the State of Michigan, without regard to its choice of law rules that might require application of another jurisdiction’s law.

10.8 All disputes, claims, or actions arising out of this Agreement will be brought exclusively in a state or federal court of competent subject matter jurisdiction in Ottawa County, Michigan. Customer submits to personal jurisdiction in Michigan and agrees to venue in such courts, and waives any arguments or defenses that such courts are an inconvenient or improper forum. In addition to all other limitations set forth in this Agreement, including, but not limited to, limitations on liabilities, damages or warranties, Speed Wrench will not be liable for any losses, damages or other amounts awarded in any litigation, arbitration or other proceeding that is not commenced within one year of the date of the relevant Services, actions or omissions that gave rise to the claims in such litigation, arbitration or other proceeding.

10.9 To the extent that Speed-Tech prevails in any action, litigation, arbitration, mediation, appeal, or other legal proceeding against Customer relating to this Agreement, Speed-Tech (and Speed-Tech only) is entitled (in addition to other remedies, damages, and relief that may be granted) to costs and expenses, including but not limited to actual attorneys’ fees, costs, and charges billed by or on behalf of legal counsel, along with court fees and expenses.

10.10 The relationship of Speed-Tech to Customer is that of an independent contractor, and nothing contained in the Agreement or otherwise shall be deemed to create any other relationship, including, but not limited to, an employment, partnership, agency, or joint venture relationship between Speed-Tech and Customer. Neither party shall have any authority to employ any person as agent or employee for or on behalf of the other, or to bind, or attempt to bind, the other to any obligation with any third party. Speed-Tech has and retains full control and supervision over the performance of its obligations under the Agreement and over the employment, direction, compensation, and discharge of all of Speed-Tech’s employees, agents, and subcontractors that Speed-Tech utilizes in the performance of such obligations. Each party is and shall be responsible for its own acts and omissions and those of its employees, agents, and subcontractors.

10.11 Customer shall not, and shall cause each of its shareholders, officers, directors, employees, agents, representatives and advisors not to engage, solicit, or recruit for employment or services, in each case, either on a full time or part time basis, or in a consultancy or other non-employee role, any employee of Speed-Tech or encourage or induce any such individual to leave his or her employment or relationship with Speed-Tech, whether for itself or any other person.

10.12 The provisions of UCC 1-308 apply. By performing under protest or with a reservation of rights, Speed-Tech preserves, and does not waive, all rights, claims, defenses, and arguments against Customer.

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