

This Document is to Serve as a Certificate of Destruction verifying the on-site, secure destruction of all materials referenced above on said date.

With payment of this Invoice said organization agrees to the following:

This Agreement is a legally binding contract and shall extend for the period indicated unless otherwise indicated, and shall automatically renew each year, unless either party shall provide written notice of termination via certified mail to the other at least thirty (30) days prior to the termination date. Contractor agrees that if customer no longer requires collection, destruction and disposal of its material through discontinuance of its business, relocation outside the area in which contractor provides the destruction service or similar reason, customer may terminate this Agreement upon written notice to contractor at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Contractor.

Service Price. The schedule of charges may be adjusted from time to time to reflect changes in service levels, disposal fees (if any), and government mandated laws, ordinances taxes or licenses not presently enacted.

Customer's Duties and Liability. The equipment shall be in possession and control of the Customer, who shall be responsible for the cleanliness and safekeeping of the same. Customer shall not overload, pry, burn, abuse, or use for other than the intended usage as storage of material to be destroyed, and shall be liable to contractor for loss or damage in excess of reasonable wear and tear. Customer warrants that material placed in containers or delivered to Contractor will not contain any hazardous or toxic material. Customer agrees to defend, hold harmless and indemnify Contractor against any claims, other lawsuits, and any liability for injury to persons or damage to property or the environment connected with the use and possession of the equipment by the Customer, or breach of any warranty by the Customer.

Definition of Equipment. The word 'equipment', as used in these Terms and Conditions, shall mean all storage containers used for storage of material to be destroyed. All equipment shall remain the property of the Contractor. The Customer shall have no right, title, or interest in the equipment, nor shall Customer make any modifications or additions thereto, nor use it for any purpose other than as set forth herein. The Customer shall keep the

equipment free and clear of all levies, liens, and encumbrances. Replacement cost of any container is to be set at \$150.00 per container.

Material. Customer shall not deposit material, other than the agreed-upon material to be destroyed, in the containers (i.e. no garbage, hazardous, toxic, infectious, radioactive, reactive, ignitable, or corrosive material.) Title to and liability for any waste excluded above shall remain with Customer.

Assignment and Benefit. This Agreement is the entire agreement of the parties and binds them and their successors and assigns, and may be modified only by a written instrument signed by both parties.

Modification. Modification of this Agreement as to price rates, frequency of collection service, number of pieces or capability of equipment may be made by the agreement of both parties, orally or in writing.

Charge and Payment. Customer shall pay Contractor on a monthly basis for the collection, destruction, and recycling/disposal service provided by Contractor, in accordance with the schedule of charges shown on this Agreement. Terms are thirty (30) days from date of invoice. Thereafter, Finance charge may be imposed at a percentage rate of 15% per month or every 30 days from date of invoice until paid.

Force Majeure. Contractor shall not be liable for its failure to perform hereunder due to contingencies beyond its control, strikes, labor stoppages, riots, wars, fires, acts of God, compliance with or change in laws, regulation or orders (whether valid or invalid) or any government, governmental body, or instrument thereof, whether now existing or hereafter created.

Fuel Surcharge. All service Agreements are subject to Fuel Surcharge more details can be obtained by requesting a copy of "Fuel Surcharge 2022.pdf" dated 3.14.2022.

Miscellaneous. If any conflict or differences exist in this agreement between terms that are printed and those that are typed or written, the typed or written language shall prevail. Please be advised once this transaction is processed, your card number will be stored with our company. If you wish to cancel this service or recurring payment, please contact Shred Instead at (800) 585-5030 or billing@shredinstead.com.

