



COMMERCIAL SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS (“GENERAL TERMS AND CONDITIONS”)

1.0 PAYMENT TERMS

1.1. Billed Accounts. DTG will submit to Customer a weekly invoice which Customer agrees to pay under Net 30 days for “Billed Accounts.” To be valid, Billed Account status must be confirmed by DTG in writing.

1.2. C.O.D. All other Customers will pay under Collect on Delivery (COD) terms. All amounts owed by Customer are due in full and must be tendered to DTG at the time of service.

1.3. Credit Card Transactions. A minimum charge of \$25.00 applies to all Customer credit card transactions, and a 3% convenience fee will be added to the invoice total.

1.4. Delinquent Accounts. Customer balances for Billed Accounts that are thirty-one days or more past the original invoice date are considered “delinquent.” Customer accounts delinquent sixty (60) days or more past the original invoice date will be subject to a 1.5% monthly finance charge (minimum \$7.00) for each and every month thereafter until all overdue invoiced amounts are paid in full. Additionally, in the case of two (2) or more delinquencies in a rolling 12-month period, DTG reserves the right to convert the Customer of delinquent Billed Account to a COD or cash account, indefinitely or until the Customer’s account is current.

1.5. NSF Checks. Customer payments tendered by check(s) that are not honored or otherwise returned for non-sufficient funds (“NSF”) will incur an additional \$30 handling fee or NSF fee charged by the bank, whichever is higher. Any NSF check will be replaced by Customer with a cashier’s check for the original amount, plus the handling fee and applicable delinquency fee.

1.6. Collection Costs. If Customer defaults on its payment obligations under this Agreement, Customer will pay DTG all costs incurred by DTG in collecting outstanding amounts, including court costs and reasonable attorney’s fees for pre- and post-judgment collection.

2.0 DURATION; TERMINATION

Either party may terminate this agreement with thirty (30) days written notice to the other.

3.0 INDEMNIFICATION

So far as consistent with the other provisions of this Agreement, each party will indemnify, defend, and hold harmless the other party, its affiliated and related entities, and the officers, directors, shareholders, employees, agents, successors, and assigns of the other party from and against any and all losses, costs, expenses, claims, demands, liabilities, investigations, suits, actions or judgments (including all reasonable attorney’s fees and reasonable expenses) arising out of injuries to or the death of any person or persons, or arising out of the loss or damage to the property of any person or persons, to the extent caused by or resulting from the willful misconduct of an indemnifying party or any of its agents, subcontractors or employees arising out of the performance of this Agreement.

4.0 MISCELLANEOUS

4.1. Assignment. This Agreement is binding upon and inures to the benefit of the Parties, their successors, and their legal representatives. Customer may not assign this Agreement without the written consent of DTG, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, as a sale or transfer of all or substantially all of Customer’s assets or to Customer’s parent or subsidiary.

4.2. Confidentiality. The Parties acknowledge and agree that the terms and conditions of this Agreement and any attached Appendix are strictly confidential and may not be disclosed to any third party unless agreed to in writing by the Parties.

4.3. Governing Law; Venue. This Agreement is governed by the laws of the State of Washington, U.S.A., without giving effect to the principles of conflicts of law of such state and is binding upon the Parties in the United States and worldwide. In the event of a dispute, venue will lie in King County.

4.4. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization is required. Customer warrants that Customer is either the owner or a common law agent of the owner and/or general contractor at the Site where container(s) are placed pursuant to this Agreement and has direct authority from the principal to place one or more containers on the Site and order and pay for the attendant services.

4.5. Severability. If any clause or portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions will remain in full force and effect.

4.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

4.7. Entire Agreement; Modification; Waiver. This Agreement is the full, final, and complete agreement between the Parties with respect to disposal, containers, recycling, and hauling and supersedes any prior agreement or communications between the Parties relative thereto, whether written or oral. No waiver of any Agreement right will be effective unless in writing, signed by an authorized representative of the waiving party. No waiver of a right arising from any breach or failure to perform will be deemed a waiver of any future right.

4.8. Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge. Customer agrees that (a) DTG may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery, and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice and effective on subsequent invoices; and (c) any surcharge may, from time to time, result in additional profit for DTG.