

## ***Multiple Service Contract – Cleaning Services Addendum***

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This **Cleaning Services Addendum** (“**Cleaning Services Addendum**”) is hereby attached to and incorporated into the terms of that certain Multiple Services Contract (the “**Agreement**”) by and between **Hoover Materials Handling Group, Inc. d/b/a Hoover CS**, a Delaware corporation with offices located at 24285 Katy Freeway, Suite 200, Katy, TX, 77494 (hereinafter “**Hoover**”), and [Customer Name], a [Jurisdiction of Formation] [Type of Entity] with its principal place of business located at [Office Address] (hereinafter “**Customer**”). This Cleaning Services Addendum is a “Service Addendum” (as defined in the Agreement) and contains terms additional to the terms and conditions of the Agreement governing Hoover’s provision of Cleaning Services.

1. **CLEANING SERVICES.** The Cleaning Services to be provided by Hoover (whether through itself or a third party retained by Hoover) shall include: (a) cleaning IBCs specified by Customer, including their valves and fittings; and if necessary or requested by Customer, reconditioning such IBCs, valves and fittings, at all times in accordance with the terms of this Agreement; (b) inspecting cleaned IBCs to certify that such IBCs are clean, dry and odor-free; (c) providing Customer cleaning and testing certificates for each IBC as Customer may reasonably require, and proper inventory reporting according to Customer’s specifications; (d) providing certain interim storage for cleaned IBCs prior to shipment, at the direction of the Customer; (e) preparing for shipment and shipping the cleaned IBCs in accordance with the direction of the Customer, or arranging for Customer or its designee to, directly or through a third-party contract carrier, pick up the cleaned IBCs at the facility where the Cleaning Services were provided.

2. **PROCEDURES FOR DELIVERY, STORAGE, AND SHIPMENT OF IBCS.**

2.1 **Delivery Process.** Customer shall deliver or arrange for delivery, directly or through a contract carrier, of any IBCs to be cleaned and/or reconditioned by Hoover, together with (i) either a Service Authorization (“**SA**”) or a Return Authorization (“**RA**”), on either of which form the number and type of IBCs being delivered to the applicable cleaning facility shall be specified, as required for billing purposes; (ii) a Receipt Form or Receiving Report (“**Receiving Report**”), together with a Bill of Lading; (iii) a Material Safety Data Sheet for each IBC; and (iv) a Purchase Order requesting the cleaning, reconditioning and inspecting the IBCs (each, a “**Purchase Order**”). If any of the above items are missing from a delivery, Hoover is entitled to refuse delivery and return the IBCs to Customer, at the sole expense of the Customer.

2.2 **Receiving Process.** Within a reasonable time of IBCs having been delivered to the applicable facility, Hoover shall visually inspect all IBCs delivered for overall condition, damage, or missing parts and complete the Receiving Report, so as to acknowledge the total number of IBCs received and shall (i) list the individual serial number on each IBC received and the condition of each IBC; (ii) include a Rental Return Authorization (“**RRA**”) to the extent the tanks are being off leased from their applicable rental agreement; and (iii) enter the IBCs into Customer’s inventory program such IBCs’ Hoover Wash App (“**HWA**”) arrival numbers and Hoover Wash Bills of Lading (“**HWB**”), which shall be properly barcoded and scanned. Hoover shall email to Customer copies of (i) the Receiving Report for such delivery; (ii) a signed Bill of Lading; and (iii) the applicable Purchase Orders or the document numbers of such Purchase Orders if the Purchase Orders themselves are unavailable.

2.3 **Return Process.** After completion of the Services for delivered IBCs, Hoover shall either place the cleaned and reconditioned IBCs into storage or prepare them for shipment to Customer, in accordance with instructions in the SA or Purchase Order. Hoover’s storage of the IBCs, if any, shall be undertaken in exchange for the fees described on the Pricing Addendum, attached hereto. If the cleaned IBCs are to be placed into storage, Hoover shall store them in clean, dry, odor-free facilities. When the shipment is prepared, Hoover shall email details to Customer for confirmation and further instructions. Customer will notify Hoover that such shipment will be picked up by Customer or a contracted third-party carrier on behalf of Customer. Unless otherwise agreed to by Hoover and Customer in writing, all return shipments of IBCs hereunder are made on an Ex Works (Incoterms 2020) basis.

2.4 **Re-Delivery Instructions.** Hoover shall ship any IBCs only based on instructions from Customer, or any of their agents, customers, or vendors. Notwithstanding the foregoing, should Customer initially issue instructions to Hoover verbally, Customer shall promptly issue written confirmation thereof to Hoover. Hoover shall have no liability to Customer for claims arising from Hoover's reliance on Customer's verbal instructions which are not subsequently confirmed in writing.

2.5 **Reconditioning Services.** If reconditioning or repairs of any Third Party IBC (defined below) are requested or necessary for any IBC, Hoover shall only use parts manufactured, supplied, or approved in writing by Customer.

### 3. **RESPONSIBILITIES OF CUSTOMER.**

3.1 **Delivery of IBCs.** Customer shall deliver, or cause to be delivered by Customer's personnel and/or contracted third-party carriers or agents, any IBCs for which it desires Hoover to perform the Services. IBCs which are to be the subject of Cleaning Services hereunder shall be delivered to Hoover at the Hoover or third party cleaning facility agreed upon by Customer and Hoover. Customer warrants and represents that any IBCs delivered to Hoover will be marked or labeled in conformance with all applicable laws.

3.2 **Non-Acceptable IBCs.** In the event that Hoover determines, in its sole discretion, that an IBC has been delivered to Hoover which was not "RCRA Empty" at the time of delivery within the meaning of applicable laws, Hoover shall notify Customer in writing within the above-referenced inspection period that such IBC(s) are not acceptable. In the event that Hoover determines any IBC is not "RCRA Empty" in accordance with this Section 3.2 (each, a "**Non-Acceptable IBC**"), the Parties shall use commercially reasonable efforts to mutually agree to an alternative manner for the lawful disposition of materials comprising the residue within the Non-Acceptable IBC, following which the Parties shall agree on how to proceed with return or servicing of such IBC. If the Parties are unable to agree on such an alternative manner, Hoover shall arrange for the Non-Acceptable IBC to be returned to Customer at Customer's sole expense. In all events, Customer shall pay Hoover its reasonable expenses and charges for handling, loading, transporting, storing, and caring for any Non-Acceptable IBC.

3.3 **Compliance with Law.** Customer will make reasonable efforts to ensure that while its agents or employees are on Hoover or Hoover's vendors' premises, they will comply with all laws pertaining to occupational safety and health, as well as any written safety rules for such premises. Customer's agents or employees shall comply with all safety directives given by Hoover or Hoover's vendors' while at such premises, including any exercise of stop work authority exercised thereby.

### 4. **RESPONSIBILITIES OF HOOVER; LIMITED WARRANTY.**

4.1 **Provision of Services.** Hoover will perform the Cleaning Services: (i) in a good and workmanlike manner; (ii) in accordance with all applicable industry standards; (iii) in accordance with all requests and specifications for the Services agreed to by Hoover and Customer; (iv) in compliance with the terms and conditions of this Agreement; and (v) in conformance with the SOP. Hoover shall take all necessary and advisable safety precautions with respect to the Services to be performed under this Agreement.

4.2 **Performance Standards.** Hoover shall use commercially reasonable efforts (consistent with its existing personnel, equipment, materials, and typical services and subject to the regular hours of operation of the applicable cleaning facilities) to provide the Services within a reasonable time following delivery of the IBCs by Customer, unless (a) otherwise requested by Customer and agreed to by Hoover in writing, or (b) Hoover notifies Customer in writing of its inability to provide the Services within a reasonable time for any reason. The foregoing performance standards shall apply to all IBCs cleaned by Hoover; *provided, however*, that Customer may designate certain IBCs to be cleaned in accordance with performance standards or services in addition to those set forth in this Section 4.2 (the "**Additional Services**"). Any Additional Services to be provided by Hoover shall be mutually agreed upon between the Parties in writing, and a description thereof shall be set forth in the Pricing Addendum.

4.3 **Service Failure.** Should a Service Failure occur, Hoover shall remedy such Service Failure within a reasonable time of first being notified of such Service Failure by, at Hoover's option: (x) correcting such Service

Failure to reasonably prevent its reoccurrence, or (y) replacing or re-performing the Cleaning Services that were the subject of the Service Failure.

4.4 **Lost IBCs.** As used herein, (i) a “**Third Party IBC**” is an IBC owned by Customer or a third party that is the subject of Cleaning Services under this Agreement, and (ii) a “**First Party IBC**” is an IBC leased to Customer by Hoover that is the subject of the Cleaning Services under this Agreement. If Customer fails to receive a cleaned and returned IBC duly delivered to Hoover according to the signed Bill of Lading, Customer shall notify Hoover in writing within twenty-four (24) hours of discovery of the loss. If Hoover is unable to produce a Bill of Lading which shows that said IBC was delivered to an approved shipper/carrier for return to the Customer, or otherwise locate the IBC in question within seventy-two (72) hours of receipt of such notice from Customer, then either: (a) if such IBC is a Third Party IBC, then Customer shall be entitled to invoice Hoover for the depreciated replacement value of such Third Party IBC, and Hoover shall pay such invoice within thirty (30) days of receipt thereof, or (b) if the IBC is a First Party IBC, then Hoover shall replace such IBC with an IBC of like kind and condition as soon as reasonably possible.

4.5 **Damaged IBCs.** If an IBC returned to Customer after the completion of Services arrives in damaged condition caused by Cleaning Services performed by, or the handling of said IBCs by, Hoover, then either: (a) if such IBC is a Third Party IBC, Customer shall be entitled to invoice Hoover for the reasonable cost to repair such Third Party IBC, and Hoover shall pay such invoice within thirty (30) days of receipt thereof, or (b) if the IBC is a First Party IBC, then Hoover shall replace such IBC with an IBC of like kind and condition as soon as reasonably possible. Hoover may dispute any claims made for such reimbursement and shall be entitled to provide supportive proof through Bills of Lading, Receiving Forms, delivery tickets and any other documentation as the Hoover may choose to provide to show that the damage was caused during outbound shipment to Customer.

5. **TRANSFER OF TITLE.** Liability for any wastes or hazardous materials (as defined under applicable Laws) that may be found in any Non-Acceptable IBC shall at all times remain with Customer unless Hoover agrees in writing to accept title to and liability for such wastes or hazardous materials. The Parties agree that title to any product remaining in the IBCs will at all times remain with the Customer unless specifically, in writing, transferred to Hoover.

6. **INVOICING.** For all Cleaning Services provided by Hoover relative to IBCs which are serviced by Hoover and then returned as directed to the Customer, Hoover will submit an invoice for such Services to Customer either: (i) upon the completion thereof and the shipping of such IBCs to the Customer, as applicable, or (ii) if applicable, pursuant to the invoicing guidelines set forth in the Pricing Addendum, attached hereto. For all Cleaning Services provided by Hoover relative to IBCs which are serviced by Hoover and then stored for future delivery as directed by the Customer, Hoover will submit an invoice to Customer upon the completion of the Cleaning Services and the placement of such IBCs into storage at the Cleaning Facility.

7. **TERM; TERMINATION.** The term of the Cleaning Services shall commence on the date set forth in the Pricing Addendum, and shall continue until terminated as set forth in this Section 7. [Either Party may terminate the Cleaning Services for any reason or for no reason with thirty (30) days' prior written notice]. Additionally, Hoover may terminate the Cleaning Services immediately if Customer fails to comply with any of the terms and conditions herein. In the event the Cleaning Services are terminated, Customer's access to use of the Cleaning Services shall end of even date, and Customer pay Hoover for all unpaid Cleaning Services performed through the date of termination.