

PURCHASE ORDER TERMS AND CONDITIONS

1. Supplier's Obligations

You (the "Supplier") shall supply the equipment, material, goods or services ("Goods and Services") identified in the purchase order ("PO") pursuant to the terms and conditions contained herein (collectively, the "Agreement"). Time is of the essence with respect to the provision of Goods and Services, which shall be supplied at the locations and by the delivery dates set forth in the PO, or as otherwise instructed by GFL (as defined herein). Supplier shall use qualified personnel, equipment and facilities that meet industry standards. Supplier shall comply with all relevant legislation, regulations, labor laws, immigration laws, import-export regulations, and environmental and industry standards in all jurisdictions where Supplier operates, and the Goods and Services are delivered. Supplier shall maintain records and provide regular reports pursuant to the instructions of GFL Environmental Inc., or its subsidiaries, as applicable (collectively, "GFL") regarding the delivery of Goods and Services, their conformity with the service levels and specifications identified to Supplier, and the application of any service level payments identified in the PO in the event of non-conformity. Supplier shall comply with GFL's Supplier Code of Conduct, Human Rights Policy, and all other applicable policies, as updated from time to time, as located at www.gflenv.com. Supplier means Supplier, its personnel, affiliates and subcontractors involved in the supply of Goods and Services. Any breach of GFL's Supplier Code of Conduct and/or Human Rights Policy may result in immediate termination of the PO by GFL without liability for such termination upon written notice to Supplier.

2. GFL's Obligations

GFL shall pay Supplier for the Goods and Services pursuant to the submission of a valid, detailed invoice presented in the currency set forth in the PO, subject to the terms and conditions of this Agreement. GFL reserves the right to inspect the Goods and Services and reject them in part or in whole if they do not meet the service levels and the specifications, and request a replacement, refund or credit at Supplier's cost including transport, and to dispute or reject any associated invoice in part or in whole. In no event will acceptance of the Goods and Services by GFL be presumed or deemed, including without limitation due to any act of GFL such as the payment of the invoice. Inspection and acceptance of the Goods and Services by GFL does not relieve Supplier of its warranty obligations.

3. Financial Matters

Supplier shall submit invoices upon delivery of the Goods and Services. Supplier is required to accept payment electronically. GFL reserves the right to audit such invoices against Supplier's reports and to perform independent verification. All prices shall be exclusive of all taxes, charges, duties of any kind which either party is required to pay with respect to the sale and delivery of the Goods and Services covered by a PO. GFL may offset any amounts owed to Supplier against amounts owed by Supplier to GFL. Supplier, on behalf of itself and its subcontractors, to the fullest extent allowed by law, waives any and all lien rights. GFL is not obligated to pay any invoice received from Supplier more than 30 days after GFL accepts the Goods and Services.

4. Effective Date, Term and Termination

Supplier's delivery of Goods and Services under the PO shall constitute acceptance of these terms and conditions, which are incorporated by reference into every PO between Supplier and GFL. This Agreement shall be effective as of the date set forth on the PO ("Effective Date"). This Agreement shall remain in full force and effect with respect to any PO for the period set out in the PO ("Term") unless terminated earlier as per the below. GFL may terminate any PO, in whole or in part, at any time upon providing five (5) days written notice to Supplier. Termination charges, if any, shall be subject to negotiation between the parties, provided however, that Supplier shall notify GFL of any termination charges within two (2) business days of receipt of a notice of termination. This paragraph states GFL's total liability for termination. Nothing in this paragraph shall affect either GFL's or Supplier's rights in the event of cancellation due to a breach by the other party. Either party shall have the right to terminate this Agreement for default in the event that a party does not perform a material obligation including without limitation failing to meet any service levels or specifications and failing to correct such non-performance within five (5) days from the date on the notice of default supplied to the defaulting party. Supplier will return all physical or intellectual property and Confidential Information (as defined herein) to GFL and shall reasonably cooperate with GFL in the termination and transition of Goods and Services, including the transfer of all data regarding the supply of Goods and Services over the Term. The bankruptcy or insolvency of either party shall entitle the other to terminate this Agreement, to the extent permitted by law.

5. Representations and Warranties

Supplier represents and warrants that: (i) it is duly organized or incorporated in the relevant jurisdictions and has full capacity to enter into this Agreement and perform its obligations hereunder; (ii) neither the Goods or Services nor their provision, use or sale, nor any design, manufacture and function thereof, will in any way infringe upon or violate any intellectual property rights or liens of any third party; (iii) it holds all right, title and interest in the Goods and Services; (iv) it operates in compliance with all applicable laws and regulations; and (v) this Agreement does not violate any other agreement binding on Supplier.

Supplier further represents and warrants that the Goods and Services: (i) will conform with all applicable specifications, descriptions, samples, and drawings and perform in accordance with the service levels and/or specifications as represented to GFL; (ii) are new and free from latent or manifest defects in materials, workmanship and design; (iii) will be performed by well-qualified personnel in accordance with best established industry standards free of errors and meeting GFL's requirements; and (iv) under conditions of use or performance, will comply with applicable national, regional, state and local laws and regulations. These warranties are continuous and extend to new or additional Goods and Services that may be supplied.

6. Liability and Indemnification

Supplier shall indemnify and hold harmless GFL, and its directors, officers, employees, contractors, customers and users of its Goods and Services from and against any and all losses, liens, damages, claims, fines, assessments, costs, liability, and expenses ("Damages") arising out of, relating to or resulting in any way from: (i) any injury or death to any person, damage to any property or any other damage or loss that results, or is claimed to result in whole or in part, from any actual or alleged; (ii) defects, whether latent or patent, in the Goods and Services sold to GFL including, without limitation, actual or alleged improper or defective construction, manufacture or design; (iii) breach of any express or implied warranty; (iv) violation of any law, statute, or ordinance, by such goods, their design, manufacture, possession, use or sale; (v) any product recalls; and/or (vi) any other act or omission of Supplier, its directors, officers, employees, agents or contractors. This indemnity shall survive inspection, acceptance, delivery of the Goods and Services, and the termination of this Agreement or any PO. In the event that GFL has incurred Damages, GFL shall notify Supplier and Supplier shall indemnify GFL for the Damages and hold harmless GFL against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of GFL, which consent shall not be unreasonably withheld.

7. Insurance

Supplier shall maintain, at its sole cost, and shall require any subcontractors it may engage to maintain at all times while transacting business with GFL and for two (2) years following acceptance of Goods and Services hereunder, the insurance coverage set forth below, with one or more insurance companies licensed to do business in the State where the work is performed and

with a rating of not less than A, X or better as shown in the most current issue of the A.M. Best Rating Guide: (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering any subcontractor's employees performing in connection with Supplier's obligations hereunder at any GFL location, and all employees of Supplier engaged in Supplier's performance of its obligations hereunder; (b) Employers' Liability Insurance protecting Supplier against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit; (c) Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent contractors and coverage for insured contracts specifically in support of the contractual obligations of Supplier including, without limitation, any indemnity obligations hereunder, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate and naming GFL and its Affiliates (as defined hereafter) as an additional insured; (d) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000 per occurrence combined single limit and naming GFL and its Affiliates as an additional insured; (e) Umbrella/Excess Liability Insurance providing follow form coverage above items (b), (c), and (d) above with limits of liability of not less than \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate.

All coverages provided to additional insureds shall be primary and non-contributory. A waiver of subrogation shall apply in respect of all coverages provided to additional insureds and Workers' Compensation coverage.

Supplier shall provide certificates of insurance with evidence of all required policies and shall provide notice to GFL of any cancellation, non-renewal or material change of condition of any required policies within thirty (30) days. Supplier shall provide replacement certificates to evidence the replacement of any affected policies prior to the effective date of any such cancellation, non-renewal or material change of condition.

8. Force Majeure

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, riots, extreme natural disasters, wars, sabotage or terrorism ("Force Majeure"). Should an event of Force Majeure make it impossible for a party to perform its obligations hereunder, the affected party shall try to reduce or mitigate the adverse impact of the event. The affected party shall notify the other party that it considers an event of Force Majeure has occurred. If the adverse impact cannot be eliminated completely, such non-performance shall be excused for the duration of the event of Force Majeure. If, however, the event of Force Majeure lasts more than fifteen (15) days from the original notification, this Agreement may be terminated in whole or in part by the non-affected party.

9. Confidentiality

Supplier shall keep confidential and prevent the unauthorized disclosure of information disclosed by GFL, which is confidential by its nature including, without limitation, technical, commercial, financial, marketing, operational or strategic information related to the business of GFL, on any verbal, visual or written medium, whether it is marked confidential or restricted or not ("Confidential Information"). Supplier shall protect Confidential Information from disclosure to third parties using the same degree of care that it uses for its own most confidential information, but no less than reasonable efforts.

10. Title and Risk of Loss

Supplier warrants title to all goods sold and bears the risk of loss or damages to the items purchased under this Agreement until they are delivered in conformity with this Agreement to GFL's delivery point specified in this Agreement or installed, as required pursuant to this Agreement, and, upon such delivery or installation, title shall pass to GFL. Rejected goods due to damage, defect, nonconformance or in excess of quantities ordered shall be held for Supplier's instructions and at Supplier's expense, or at GFL's option, returned to Supplier at Supplier's risk and expense. Supplier shall refund to GFL all amounts paid for rejected Goods and Services, or at GFL's option, Supplier shall replace rejected Goods and Services with conforming Goods and Services promptly and without additional expense to GFL. Passing of title shall not constitute acceptance of goods by GFL. Nothing herein shall relieve Supplier from the obligation of testing, inspection and quality control.

11. Subcontracting and Assignment

Supplier shall not assign this Agreement or any rights hereunder, nor delegate any duties, nor subcontract any work, without first securing the prior written approval of GFL. Any attempts to do so will be null and void. The price quoted by Supplier includes the price of any goods or services obtained from any subcontractor or supplier to Supplier, unless otherwise agreed in advance by GFL. Supplier shall incorporate these terms and conditions on any order or subcontract approved by GFL and procured from third parties pertaining to this Agreement. Supplier shall remain fully responsible for all work performed by such third parties and shall indemnify and hold GFL and its Affiliates harmless for any payment required to be made to any such parties. GFL may assign its rights and obligations under this Agreement without the approval of Supplier. Any attempted or purported assignment contrary to this Agreement shall be deemed null and void.

12. Third Party Beneficiaries

Supplier acknowledges that GFL's affiliates and subsidiaries are third party beneficiaries ("Affiliates") of these terms and conditions. Affiliates shall have the right to exercise all of the rights of GFL under this Agreement.

13. Governing Law

This Agreement will be governed in all respect by the laws of the State of North Carolina, without regard to its conflict of law rules.

14. Equal Employment Opportunity

Supplier shall fully comply with all provisions of the equal employment opportunity clause required by Section 55.22-26, Federal Acquisition Regulation, incorporated herein by reference and contained in Section 202 of Executive Order 11246, as amended, and with all implementing rules, regulations, and orders of the Secretary of Labor. Supplier shall also comply with the affirmative action for disabled and Vietnam Era veteran's clause and the affirmative action for the handicapped clause required respectively by Sections 55.222-35 and 55.222-36, Federal Acquisition Regulation, incorporated herein by reference and contained in 41 CFR 60-2, 41 CFR 60-250, and CFR 60-741.

15. General

The PO, these terms and conditions, and any specifications, service levels, or instructions provided by GFL, constitute the entire agreement between the parties and take precedence over any other understandings or communications, oral or written, and over any Supplier terms and conditions or purchase orders. Any deletion, revision, or addition to these terms and conditions by Supplier is ineffective unless agreed to in writing by an authorized representative of GFL. This Agreement is subject to the terms and conditions of any applicable duly authorized and executed written agreement for the Goods and Services between Supplier and GFL, including any effective master agreement duly authorized and executed by Supplier and GFL, as applicable. In the event of any conflict between the terms of this Agreement and the terms of any such written agreement, the terms of the written agreement between Supplier and GFL shall govern and control. If any clause of this Agreement is unenforceable it shall be severed, and the other clauses will remain in full force. Any clause which by its nature should survive termination will do so, including without limitation the Liability and Indemnity, Insurance, and Governing Law clauses. The parties are independent contractors, and nothing herein shall make them agents, employees, or partners and there shall be no joint and several liability. The non-exercise by a party of a right hereunder does not constitute a waiver of such right. Nothing herein shall be interpreted to create an exclusivity in favor of Supplier. Supplier shall not use GFL's name for any purposes, whether for advertising, press releases, promotion or solicitation or otherwise without the prior written consent of GFL. These terms and conditions may be updated by GFL from time to time and Supplier commits to review them regularly.