

TERMS AND CONDITIONS

(rev 01-01-07)

HTR Inc. shall: 100% Recycle your Lamps/Ballast/Batteries and EScrap in compliance with all local, state and federal regulations. Issue Certificate of Recycle, Maintain Insurance (General Liability, Pollution Liability and Workers Comp.), Provide Transportation to our RCRA part B and Certified Resource Recovery Facility with a proper Bill of Lading or Manifest, and Long Term Record keeping.

PAYMENT TERMS: 2% 10 net 30, all major credit cards. All terms subject to approved credit by HTR Inc. Customer will be invoiced at the actual Lamp count or Ballast/Battery/EScrap weight on the pick-up date. If the actual quantity for an annual period differs from the estimated annual amount, HTR Inc reserves the right to request a price increase to the next appropriate quantity price. HTR Inc. may withhold or revoke Customer's Certificate of Recycling for any unpaid invoices. All delinquent invoices shall bear the interest rate of 1 1/2% per month. Customer agrees to pay all reasonable attorneys fees and cost of collection. No customer pickups will be scheduled for any customer with invoices outstanding more than sixty days.

CONTAINERS: Cardboard boxes, Fiber drums, and DOT 17H Drums shall be provided to customer and invoiced separately at current price. This invoice will be at NET 90 and will only be due if containers are not returned to HTR Inc. with lamps/ballasts within 90 days of invoice. (See CONTAINERS)

PACKAGING: Customer shall properly pack unbroken lamps in cardboard boxes or Fiber drums with openings secured to prevent breakage. PCB Ballast to be packaged in DOT specification metal drums, with container tops secured prior to shipping. HTR Inc. will provide appropriate labels to be applied to containers prior to shipping (see PACKAGING INSTRUCTIONS for details).

TRANSPORTATION: A minimum number of 2000 Lamps is required, in order that no stop fee is charged. Customer shall have Lamps packaged/palletized and at their loading dock prior to HTR Inc's truck arrival. Customer shall assist the driver with loading. Customer will be charged a Trip Cancellation Fee in any instance where HTR is scheduled to pick-up and the pick-up is cancelled or rescheduled with less than 48 hours advance notice.

TRANSPORTATION FEES: HTR Inc. truck drivers are certified HAZ-MAT Technicians and will assist in loading of Lamps/Ballast. One hour of wait time is allocated for each stop, any additional time will be charged at \$50.00 per hour wait time. Additionally if the technician has to package any Lamps/Ballast or load into boxes/drums/pallets customer agrees to \$50.00 per hour per technician in fees. When necessary due to unstable oil markets, fuel surcharges may apply.

LIMITATION OF LIABILITY: In no event shall HTR Inc. be liable for any damages, whatsoever, including without limitation consequential, incidental, direct, indirect or special damages, losses or expenses arising directly or indirectly from its performance under this purchase order. The total cumulative, liability of HTR Inc. under this purchase order or any other agreements between the parties shall be limited to the price of the services charged by HTR Inc. hereunder.

GOVERNING LAW: This Agreement will be governed by the laws of the State of Missouri without regard to conflicts of laws of principals. and shall be enforced in accordance with the laws of that state.

US EPA # MOR000504456

Federal ID 43-1741927

USDOT HAZMAT 012203 700 002K

MO WATER POLLUTION MO-R80HO78

MODNR RESOURCE RECOVERY # RR0560

Missouri HWTL#H-2243

TSCA # MOW000000173

MO AIR-NONE REQUIRED