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 Apalachin NY 13732
 United States
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26-093

Quote

#QUO0004118

01/05/2026

Bill To

San Juan County Landfill
 PO Box 9
 Monticello UT 84535
 United States

Ship To

San Juan County Landfill
 South Hwy 191, Mile Post 35
 Blanding UT 84511
 United States

TOTAL

\$37,905.00

Expires: 02/04/2026

Exp. Close	Terms	Sales Rep	Shipping Terms
01/05/2026	Net 30	039 Palmer, Tyler	FOB ORIGIN

Quantity	Item	Price	Extended Price
480	POSI-50-BR Posi-Shell Brown Base Mix - 50lb Bag Posi-Shell Brown Base Mix - 50lb Bag paid for by San Juan County Landfill Delivered to San Juan County	\$38.50	\$18,480.00
420	POSI-50-BR Posi-Shell Brown Base Mix - 50lb Bag Posi-Shell Brown Base Mix - 50lb Bag Paid for by San Juan County Delivered to Solid Waste Special Services	\$38.50	\$16,170.00
15	520014-PSC Pallet Surcharge Pallet Surcharge	\$5.00	\$75.00
1	520014 Product Shipping Charge Product Shipping Charge	\$3,080.00	\$3,080.00
2	520014-HC Handling Charge Handling Charge	\$50.00	\$100.00

Note:

Your order is accepted subject to the Terms and Conditions of Sale set forth on both sides hereof and on any continuation sheets. Acceptance is expressly conditional on your assent to the Terms and Conditions of Sale. Applicable sales tax will be added to the final invoice.

Subtotal	\$37,905.00
Sales Tax (%)	\$0.00
Total	\$37,905.00

*Thank you for your interest.
 Shipping quotes are estimates only. Product pricing is subject to change based on fluctuations in tariffs.*

57-4424-610



QUO0004118

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

By accepting the order of Products (as defined below), Customer is deemed to have agreed to all of these Terms and Conditions of Sale (the "Terms"). The Terms, together with the Sales Order or Quote on the reverse side hereof, shall constitute the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof (the "Agreement"). All stenographic or clerical errors or omissions, however, are subject to correction.

2. PRICE AND TRADE TERMS

All prices listed by LSC Environmental Products, LLC (herein called "LSC") on the reverse side hereof (sometimes called "hereon") for the products listed hereon ("Products") are in U.S. dollars. All transportation, insurance, and other charges for delivery of the Products from LSC's Apalachin, NY facility or such other facility to the Customer (listed hereon represent estimated charges in effect on the date of the reverse side hereof. Notwithstanding the trade terms quoted hereon, the following charges are (unless otherwise specified hereon) not included in the trade term prices and charges listed hereon and LSC reserves the right to separately charge Customer for them: (a) certain taxes, customs and export and import duties; (b) all miscellaneous charges, such as weighing and inspection charges, and charges for consular Invoices and certificates of origin; and (c) charges in effect at the time or times of shipment which are not in effect on the date of the reverse side hereof or which LSC could not reasonably know were in effect on such date.

3. TERMS OF PAYMENT

Unless otherwise specified hereon, the Customer shall pay the full price and other charges, fees and taxes on the reverse side hereof within thirty (30) days after the date hereof. If, in LSC's sole judgment, the financial condition of the Customer does not justify continuation of production or shipment on the terms specified herein, LSC may cancel any unfiled orders from the Customer or parts thereof and/or may require immediate payment for all Products delivered and/or full or partial payment in advance for all Products not delivered or a letter of credit therefor, at LSC's sole option. A charge of the lower of 1 % per month or the per-month highest legal rate will apply to all amounts due beyond the terms stated hereon. Customer shall pay legal fees and other costs incurred by LSC in connection with enforcement (including collection of past due amounts) of this Agreement.

4. SHIPMENTS

Unless complete and specific shipping instructions are received from the Customer substantially before the shipment date, LSC reserves the right to use its best judgment in selecting the appropriate means of shipment. All Products shipped will be F.O.B. Apalachin, NY or such other place as designated by LSC. LSC reserves the right to make partial shipments and to invoice Customer therefor. Risk of loss and, unless otherwise specified, title to the Products shall pass to Customer upon delivery of the Products by LSC to the carrier and LSC's responsibility for loss or damage shall cease.

5. PACKAGING

LSC shall package each shipment in conformance with good commercial practice and in a manner reasonably sufficient to protect the Products, all written and electronic material related to the Products provided by LSC to Customer, including, but not limited to, specification sheets, instructions, user and service manuals, and installation guides (all such material, collectively, "Documentation"), and any components or parts, incorporated into the Products (collectively, "Parts"), from loss or damage.

6. DELIVERY

Delivery dates and times are approximate only. Customer shall not refuse to take delivery of Products on account of any reasonable delay. Quantities shipped shall be subject to standard industry shipping tolerances.

7. TERMINATION, CANCELLATION, MODIFICATION OR AMENDMENT

The Agreement is not subject to termination, cancellation, modification or amendment in any respect by the Customer except upon written request accepted in writing by LSC, and then only upon payment by the Customer of all reasonable termination, cancellation, modification or amendment charges determined by LSC. LSC will not accept cancellations for custom Products. In the event of any modification or amendment LSC may, at its option, revise its price and delivery schedule hereunder to provide for such modification or amendment. LSC reserves the sole right to terminate the Agreement without charge: (a) at the convenience of LSC for any reason upon thirty (30) days written notice of termination; (b) in the event LSC does not receive all of the following within a reasonable time, not exceeding thirty (30) days, after the acceptance hereof: (i) all export and import licenses, and (ii) other documents and authorizations deemed necessary or desirable by LSC; (c) immediately upon written notice of termination, if Customer breaches any provision of Section 10 hereof; (d) except as provided in subpart (c) of this Section 7, if Customer breaches any material provision hereof or thereof and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach; or (e) the Customer: (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files or has filed against it a petition in bankruptcy or seeking reorganization; (iv) has a receiver appointed; (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, Customer shall only be in breach if such petition or proceeding has not been dismissed within 90 days; or (vi) is convicted of a felonious act under the laws of the United States or any other law, LSC reserves the right to cancel the Agreement or any part thereof, or to suspend delivery of any or all Products hereunder, without liability on its part, if its ability to manufacture, or have manufactured, or deliver Products is prevented, impaired or delayed by any force majeure event as contemplated in Section 14 hereof.

8. CLAIMS AND RETURNS

All claims for shortages, discrepancies, or obvious defects in the Products shipped must be made in writing within fifteen (15) days of delivery of shipment. No Products will be accepted for credit by LSC if shipment has been made in accordance with the Customer's purchase order. NO PRODUCTS MAY BE RETURNED TO LSC FOR ANY REASON WITHOUT SECURING A RETURN AUTHORIZATION FROM LSC'S SALES DEPARTMENT PRIOR TO SHIPMENT. Any return shipment, when authorized, will only be allowed in conformity with the return authorization. Transportation charges with respect to any returns must be prepaid by Customer. Custom Products are not returnable. Restocking charges of 25% will be applied to all returned Products. All returned Products must be unused and undamaged. Only full pallet Product may be returned.

9. PROPRIETARY RIGHTS

a. **LSC IP and License.** All rights, including, without limitation, Intellectual Property Rights (defined below), title, and interest in and to intellectual property contained in or associated with all materials, equipment, technology, and custom features, including but

not limited to Post-Shell Environmental Coatings, formulas, flares, (including but not limited to any modifications, and improvements to any of the foregoing by or authorized by LSC, Customer, or any third party) ("LSC IP"), belongs to and shall remain the sole property of LSC. LSC grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable license to use LSC IP provided to Customer pursuant to the Agreement only in connection with Customer's business, solely for Customer's business purposes, and solely in connection with the intended purposes, for the Term set forth in this Section 9. Except as expressly set forth herein, Customer shall have no rights in LSC IP. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including, without limitation, all (a) patents, reissues of and reexamined patents, and patent applications, whenever filed and wherever issued, including, without limitation, continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications; (b) rights associated with works of authorship, including, without limitation, copyrights, moral rights, copyright applications, copyright registrations; (c) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations thereof; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued, or acquired.

b. **Restrictions.** Except as expressly permitted by LSC, Customer shall not do, nor shall it affirmatively give permission to any third party to do, any of the following: (a) use, disclose, distribute, market, promote, sell or access any Product, Part, Documentation or LSC IP (defined in Section 9(a) above) for any purpose or in any manner not specifically and expressly authorized hereunder; (b) modify, adapt, translate or create derivative works based upon any LSC IP, without the prior written consent of LSC; (c) re-engineer, reverse engineer, decompile, or disassemble the Products or any LSC IP obtained or licensed hereunder; and (d) refer to or otherwise use any LSC IP as part of any effort to develop products, software or services having any functional attributes, content, visual expressions or other features similar to those of the Products or to compete with LSC. Any and all rights in and to the Documentation, LSC IP and otherwise, not explicitly granted to Customer hereunder, are expressly reserved by and to LSC, and Customer shall not exercise any rights in or to the LSC IP or otherwise, except to the extent explicitly stated herein. Customer shall issue appropriate instructions to all of its employees authorized to have access to the LSC IP concerning the restrictions described in the Agreement, in the Documentation, and such other instructions and restrictions provided by LSC.

c. **Term and Termination of the License to LSC IP.** The term of this LSC IP license shall commence as of the date of the acceptance hereof and shall continue until the earlier of Customer's cessation of use of the Products, Documentation, Parts, and LSC IP, the termination of the Agreement or the date the Agreement is terminated by LSC. Upon termination pursuant to this Section 9(c), all rights of Customer in and to the LSC IP shall cease immediately and Customer shall return any LSC Confidential Information (defined below) at LSC's request.

10. CONFIDENTIALITY

a. **Maintenance of Confidentiality.** Customer shall keep secret and maintain in strict confidence the terms of the Agreement and all confidential and proprietary information and data of LSC disclosed to it in connection with the performance of either parties' obligations under the Agreement (together with the definition below, the "Confidential Information") and shall use its employees, officers, directors, partners, members, managers, attorneys, accountants, consultants, agents, and advisors ("Agents") to keep secret and maintain in strict confidence the Confidential Information. Customer shall not, and shall cause its Agents not to, disclose or make available any or all Confidential Information to any person other than those who need to know such Confidential Information in order to perform their obligations under the Agreement. Customer further agrees that it shall not use, disclose, reproduce, or make available the Confidential Information for any purpose other than determining and performing its obligations under the Agreement. Customer shall take all measures necessary to prevent any unauthorized disclosure, reproduction, or use of the Confidential Information by it or any of its Agents, but in no event less than the measures taken by Customer to protect its own highly confidential information and in no event less than reasonable care. Confidential Information represents trade secrets and proprietary property of LSC and has great commercial value to LSC. "Confidential Information" includes, but is not limited to, technical and non-technical information and data of or related to LSC or its Affiliates, including, but not limited to, patent, copyright, trade secret, and proprietary information, techniques, formulas, inventions, know-how, processes, research, development, financial information, key personnel, suppliers, customers, prospective customers, internal policies and operational methods, plans for future developments, business forecasts, sales and merchandising information, and marketing plans and information, in whatever form disclosed or made available.

b. **Permitted Disclosures.** Nothing herein shall prevent Customer or its Agents from disclosing Confidential Information it receives and which, subject to Customer's compliance with Section 10(c) below, is required to be produced by order of a court of competent jurisdiction or other similar requirement of a governmental agency, provided that such Confidential Information to the extent covered by a protective order or its equivalent shall otherwise continue to be Confidential Information required to be held confidential for purpose of this Agreement. "Confidential Information" shall not include any information which (a) has been published or is in the public domain, or which subsequently comes into the public domain, through no fault of Customer or its Agents; (b) prior to receipt hereunder was property within the legitimate possession of Customer or, subsequent to receipt hereunder is lawfully received by Customer from a third party having rights therein without restriction of the third party's right to disseminate the Confidential Information and without notice of any restriction against its further disclosure; or (c) is independently developed by Customer through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information.

c. **Procedures.** In the event that Customer (a) must disclose Confidential Information in order to comply with applicable law or (b) becomes legally compelled to disclose any Confidential Information, Customer shall provide LSC with prompt prior written notice of any such disclosure and Customer shall limit the disclosure to the greatest extent possible.



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