



|                                                                                                          |      |                         |                 |                                                             |        |
|----------------------------------------------------------------------------------------------------------|------|-------------------------|-----------------|-------------------------------------------------------------|--------|
| <b>Texas Ecologist, Inc.</b><br>INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY<br><b>D.K. Coker</b> |      |                         | ORDER NO. _____ | PAGE <b>2</b> OF <b>3</b><br>CONTRACT NO. <b>400-S1-556</b> |        |
| QTY                                                                                                      | UNIT | MATERIAL/COMMODITY CODE | DESCRIPTION     | UNIT PRICE                                                  | AMOUNT |

NOTE: This contract replaces SPFC's Contract No. 400-77-259

Please change your records accordingly.

All invoices, correspondence, etc. must show the above stated company name.

TITLE & RISK OF LOSS:

Title and risk of loss shall pass from Sun Petroleum Products Company to Texas Ecologists, for each load as it is discharged from Contractor's vehicle into Texas Ecologists facilities.

Warning: Texas Ecologists acknowledges Sun's warning that the waste product which Texas Ecologists receives from Sun may bear or contain chemical or other hazardous materials which may be, or may become by chemical reaction or otherwise, directly or indirectly, hazardous to life, health, or property by reason of toxicity, flammability, explosiveness, or for other similar or different reasons during use, removal, handling, reconditioning, disposal, etc.

Texas Ecologists understands that no change in this broad warning shall bind Sun unless made in writing by Sun's Authorized Agent. No specific or additional warning shall be deemed to limit this broad warning, and if the additional warning shall be deemed to limit this broad warning, and if the additional specific warning is inadequate, all other terms and conditions of this agreement shall still apply. No course of action by Sun shall limit this broad warning.

continued page #3

# S (B) 00837

**Texas Ecologists, Inc.**

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY

ORDER NO.

PAGE 3 OF 3  
CONTRACT NO.**D.K. Coker****400-31-556**

| QTY | QUANTITY | UNIT | MATERIAL/COMMODITY<br>CODE | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----|----------|------|----------------------------|-------------|------------|--------|
|-----|----------|------|----------------------------|-------------|------------|--------|

Texas Ecologists agrees to give warning of the possible hazard to any person or persons to whom Texas Ecologists delivers the waste products or whom Texas Ecologists can reasonably foresee may be exposed to their hazards: This agreement to give warning does not limit in any way any indemnity or assumption of liability of this contract.

# S (B) 00838