

Corporate Office
712 Essington Rd
Joliet, IL 60435



800.892.9392
MahoneyES.com

UCO Customer Agreement

This agreement is between Mahoney Environmental (ME) and Powell County Schools (Customer). The Customer grants ME the exclusive rights to provide collection of all used cooking oil (UCO) generated at the store location identified below, or on addendum 1.

Store Location: See Addendum 1 for site locations Stanton Kentucky 40380

Container Options: Customer agrees to store only UCO in provided tank, and to give reasonable access for removal. ME (or authorized subcontractor) will have exclusive rights to collect the UCO during the term of this contract. ME will collect the UCO at scheduled intervals as determined by ME.

☒ **UCO Container:** ME will provide a specialized container for the storage of UCO. This container is the property of ME.

☐ **Direct Connection and Collection:** ME will provide and be responsible for the Direct Connect tank (and equipment repairs) during the specified warranty period. After the warranty period, Customer is responsible for costs associated with tank and equipment repairs.

☐ **Existing Customer Equipment - Collection Only:** Customer authorizes ME to collect UCO from customer's existing equipment and tank. The Customer's tank and/or equipment shall remain the sole property of the customer, who shall be responsible for cleaning, maintaining, and keeping in good condition. ME is not responsible or liable for any damages or costs associated with Customer's existing equipment.

Program Options: Customer agrees to the program terms as selected below:

☐ **Market Value Premier:** Collection Cost \$ _____. Rebates are based on the collection cost and the market value of recovered pounds as determined by the prior month average market price for yellow grease as set forth in the Jacobson Price Guide, less freight. Annual minimum volume of 3,000 pounds are required. ME will provide Customer with a detailed invoice to include date of collection, pounds collected, collection costs, and the yellow grease market average. The collection cost is subject to change during the term of this agreement based on collection and processing costs. Any collection cost changes will be reflected in the customer statement. All rebates will first be applied against any amounts the Customer owes ME under this agreement, or any other ME agreement. All fees, payments, rebates, and settlement charges must be paid within thirty days of the applicable invoice.

☒ **No Risk Basic:** UCO collected will be recorded by volume & yield, and accounted for on a monthly basis.

☐ **Flat Rate** charge of: _____ per pickup / container

☐ **Other:** _____

Terms, Termination & Liquidated Damages: This agreement begins on the customer signature date specified below and continues for 12 consecutive months (the term). This agreement automatically renews for successive terms on the annual signature date specified below, unless the customer or ME provides written notification to terminate this agreement at least 30 days prior to the term renewal date. Violations of this agreement can result in assessment of a violation fee against the customer for cost of removal of ME's equipment (in an amount not less than \$750.00 for each equipment removed) and other damages including the value of UCO (\$0.10 per gross pound of the estimated volume that ME would have collected during the remainder of the current term, based on historical collections).

Supplier Code of Conduct: ME is a member of the Neste corporate family. Neste Supplier Code of Conduct (the "Code", available at https://www.neste.com/sites/neste.com/files/new_supplier_code_of_conduct_english.pdf) forms an integral part of this Agreement, and Customer shall comply with the Code at any time during the term of this Agreement.

Customer shall allow ME or any third party authorized by ME to conduct an audit of Customer's operations for the sole purpose of verifying Customer's compliance with the Code and Sustainability Provisions, including, but not limited to, audits covering Customer's facilities, documentation, information and personnel needed for the verification.

If, in ME's reasonable opinion, Customer is not meeting the requirements and expectations set by the Code, ME will offer guidance specifying the issues needed to be corrected or improved and Customer shall take prompt corrective actions accordingly. Notwithstanding the above, ME reserves the right to cancel any outstanding orders, suspend any future orders or terminate with immediate effect any contractual relationship including, but not limited to, this Agreement, if in ME's opinion in good faith, Customer is not meeting the requirements and expectations set out in the Code.

Anti-Corruption; Anti-Bribery: Each party shall maintain adequate internal controls concerning its compliance with this section and shall establish and maintain and retain true and correct records in connection with the performance of this Agreement and all transactions related thereto for at least five (5) years after the termination of this Agreement. To the extent that this section is inconsistent with Section 3.1 of the Supplier Code of Conduct, this section shall govern. Each party represents and warrants that: (a) it and its affiliates (through any person, agent or entity) will comply with the applicable anti-corruption laws in connection with the performance of this Agreement including, without limitation, the principles described in the OECD Convention on Combating Bribery

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of Foreign Public Officials in International Business Transactions 1999, the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010, as amended from time to time, ("Anti-Corruption Laws") and that it and its affiliates have adequate policies and procedures in place to ensure compliance with the appropriate business ethics and the Anti-Corruption Laws; (b) neither it nor any of its affiliates offers, promises or gives to, or receives from, (whether directly or indirectly through any person, agent or entity) the other party or any of its affiliates, any fees, commissions, rebates or any gift or entertainment of significant cost or value in connection with the performance of this Agreement in order to influence or induce any actions or inactions in connection with this Agreement;

(c) neither it nor any of its affiliates offers, promises, authorizes or makes any giving of any payment, gift, promise, entertainment or other advantage (whether directly or indirectly through any person, agent or entity) to or for the direct or indirect use or benefit of any authority, public official or civil servant, any political party, political party official, or candidate for office, or any other public or private individual or entity, where such offer, promise, payment, gift or entertainment would violate the Anti-Corruption Laws; and (d) it and its affiliates do not use assets, rights or values proceeding from illicit activities, nor do they hide or dissimulate the true nature, origin, location, disposition, transfer or ownership of such assets, rights or values against the applicable regulations on money laundering.

Each party agrees to promptly notify the other party of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the other party. In the event of any violation of this section, the harmed party may, at its sole discretion, terminate this Agreement at any time with immediate effect and without any liability to the other party.

Compliance with Applicable Law: Each party shall at all times be in material compliance with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the business and to this Agreement and its performance hereunder, and shall at all times comply in all respects with all federal, state, and local laws, ordinances, regulations, and orders relating to human and labor rights, occupational health, safety, and security, and the environment (including Environmental Protection Agency regulations covering) that are applicable to the business and to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits materially necessary to conduct that portion of its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

Assignment: ME may assign this Agreement to another entity by giving the other party 30-days advance written notice of the assignment except that an assignment or transfer by Customer, including by merger or operation of law, to a new owner of the Location(s) that is not an affiliate of Customer shall require ME's consent, which consent shall not be withheld unless ME reasonably determines that the proposed transferee is less creditworthy than Customer. Failure to assign this Agreement during an ownership transfer is a Customer breach.

Governing Law; Jurisdiction: This Agreement shall be governed by the internal substantive law of the State of Illinois. ME and Customer specifically consent to the nonexclusive jurisdiction of the state and federal courts located in Cook, DuPage, or Will County, Illinois, for the resolution of any dispute related to or arising out of this Agreement, and each waives any claim that any such court is an inconvenient or improper forum.

Valued Customer:

Signature

Date

Laura Young

Name of Customer Representative

School Nutrition Director

Title

laura.young@powell.kyschools.us

Customer Email Address

Mahoney Environmental:

Signature

Date

Clay Scott

Name of Mahoney Environmental Representative

Regional Account Manager

Title

Site ID	Name	Address	City	St	Zip	Phone
0425120001	Clay City Elementery	4901 Main St	Clay City	KY	40312	(606) 663-3315
0425120002	Bowen Elementery	5099 Campton Rd	Stanton	KY	40380	(606) 663-3313
0425120003	Stanton Elementery	651 Breckenridge St	Stanton	KY	40380	(606) 663-3311
0425120004	Powell County Middle School	770 W College Ave	Stanton	KY	40380	(606) 663-3330
0425120005	Powell County High School	700 W College Ave	Stanton	KY	40380	(606) 663-3320

Signature

Date