

TERMS AND CONDITIONS

DEFINITIONS

Biomedical Waste: Used herein shall include only those waste as defined by the EPA (Environmental Protection Agency) of the United States of America in 40 CFR 259.30 as regulated medical waste, bio-hazardous or as infectious. Unacceptable biomedical waste includes amputated extremities, human torsos, fetal remains, pressurized containers; and corrosive, reactive, radioactive, toxic and other hazardous wastes and substances as defined in any applicable Federal, State, County or Municipal Laws, Regulations and Guidelines. STATE RULE GA EPD 391.3-4, 01, .06, & 15.

NO LOOSE NEEDLES, LANCETS OR OTHER SHARP OBJECTS OR BROKEN GLASS: ALL OBJECTS MUST BE IN SHARPS CONTAINERS. NO EXCEPTIONS.

CUSTOMER RESPONSIBILITIES

The customer is held wholly responsible that only biomedical waste is placed in boxes/containers. Radioactive or hazardous waste is unacceptable to BioTran Incorporated. Customer shall have sole responsibility for the proper and lawful packaging, labeling, and storage of its biomedical waste. BioTran Incorporated shall be responsible only for the pick-up of such bagged waste in boxes or containers supplied or approved. If the waste is liquid, it must be in a container approved for transport with the proper absorbent materials. If the customer elects to supply its own containers, the customer will be solely responsible for the construction, labeling, and marking of such containers as applicable by law. BioTran reserves the right to refuse any containers it deems to be improperly packaged. Customer agrees that its storage of biomedical waste shall be confined to an area to which only authorized personnel shall have access on customer's property. Customer shall provide access to BioTran employees for pick-up and delivery of all containers. Customer shall hold BioTran Incorporated harmless from all loss, damage and expense, including attorney's fees suffered as a result of the breach by customer of the provisions of this paragraph.

PAYMENT IS DUE AT TIME OF WASTE PICK-UP FOR ORDERED PICKUPS

(Unless prior arrangements have been made with the account department).

We accept checks and credit cards. The customer pickup must be confirmed via email or fax, telephone confirmation is not available. A \$35.00 late fee will be added to delinquent amounts over 30 days from date of pickup or on returned checks. A \$30.00 set-up fee is charged for first time delivery, which includes a box(es), bag(s), and roll of tape, if no pickup made at the time. If the BioTran representative deems the biobox to be improperly packaged, the client will have the opportunity to repackage at that point in time, otherwise there will be a repackaging fee of \$35.00 billed to the client at that pickup date. If any container exceeds the weigh limit of 55 lbs, there will be double the current charge for each box that is overweight.

ATTORNEY'S FEES AND COSTS

If any action or other proceeding is brought for collection purposes for services rendered, customer agrees to pay in addition any amount adjudged due and any amount to which BioTran Incorporated may otherwise be entitled to, and any and all costs incurred by BioTran Incorporated as a result of such action, including any court costs and reasonable attorney's fees incurred.

By signature, I attest that I have read and understand the Terms and Conditions as set forth on the manifest attached hereto.

Print

X

Signature

Date

Title