

1. SYSTEM.

A. The Sharpsmart system and Biomedical Waste system will collectively be referred to as the "System".

B. Sharpsmart system – Where reusable Sharpsmart pricing is included herein, Daniels will install and service at Customer's premises an "S" series Sharpsmart reusable sharps container system. The system will primarily consist of Daniels universal brackets installed in agreed locations at the Premises and reusable Daniels sharps collection containers ("Containers") to be fitted on the brackets. The system may also comprise additional accessories as referenced in Section 4, below.

C. Biomedical Waste system – Where MW pricing is included herein, Daniels will install and service at Customer premises bins used in the collection of Medical Waste. The system will consist of reusable bins ("Bins") which will be placed into the hospital. The Bin sizes may vary depending on the needs and availability. Customer may elect to use corrugated boxes ("Boxes") and/or other single use containers in lieu of or in addition to reusable bins.

2. SERVICE.

A. The System, its installation and service referred to in this Section 2 shall collectively be referred to as the "Service."

B. The Customer agrees to handle all waste in a safe, responsible manner, not jeopardizing human health, life and/or the environment. Customer shall store all waste in accordance with all laws and regulations in a secure area on the customer's premises when awaiting pick up.

C. No more than the frequency outlined in the respective agreement, Daniels shall pick up filled Containers, Bins, and Boxes (collectively called "Collectors") from the central location and deposit clean replacement Collectors. Collectors are not collected on weekends or outside scheduled hours..

D. Daniels shall treat and dispose of the waste in the filled collectors and clean and decontaminate the collectors in accordance with local, regional and provincial guidelines.

E. Customer warrants that the waste presented for collection will be properly segregated, packaged and labelled. Customer shall only place sharps in designated sharps containers. All Cytotoxic, Biomedical, and Pharmaceutical waste must be clearly marked for identification and handling.

F. Where Hazardous waste services are being provided, Customer shall provide signed Hazardous Waste Profile(s), analytical testing, MSDS(s), reports of process generating waste, formulary, proposals, and other information regarding Hazardous waste they are presenting for pickup. Customer must also complete and sign a Hazardous waste manifest before waste can be offered for transport.

G. Daniels will not accept any Non-Conforming Waste as described in Section 3(D) or any waste identified by Daniels as unacceptable. Daniels reserves the right to refuse to pick up any incorrectly identified, packaged or labelled containers and/or containers that are wet or leaking. Any said Non-Conforming Waste will either be returned or treated/stored at an additional cost to Customer as defined in section 3.

H. Any product presented by Customer and picked up by Daniels that is not listed and priced in the agreement (or any subsequent addendums) will be charged at the proper market rate.

I. Daniels performance shall be contingent on the Disposal Facility's approval of Customer's Waste. Daniels shall be excused from performance in the event its Contractor or Disposal Facility becomes unavailable to Daniels for any reason.

J. Title and Risk of Loss to Conforming Waste (excluding waste that is land disposed) shall be vested in Daniels at such a time as it is loaded onto vehicles of Daniels, or Daniels Subcontractor(s) until such a time that Daniels or Daniels Subcontractors delivers said conforming waste to the Disposal Facility, then title and risk of loss shall transfer to the Disposal Facility. In the event that the Customer waste is refused at a Disposal Facility Daniels will notify the Customer explaining the reason and the pricing of alternative means of disposal.

3. DEFINITIONS.

A. "Sharps Waste" is all sharps, hypodermic needles, syringes, scalpels, broken glass, culture slides, rigid plastic, wires and items placed into the Sharpsmart system or approved single use sharps container. Any item which may be contaminated with a pathogen or become contaminated, that is capable of cutting, penetrating or damaging the packaging or skin of a person.

B. "Biomedical Waste" (MW) means waste that requires special handling and disposal because it presents a particular risk of disease transmission.

C. Waste requiring segregation for alternative treatment (by incineration or regulatory approved technology) means:

1. Cytotoxic waste: the characteristic of an agent that has a specific destructive

effect on certain cells or that can be genotoxic, oncogenic, mutagenic, teratogenic, or hazardous to cells.

a. Items contaminated with chemotherapy drugs, such as empty drug bottles, drug dispensing devices or IV bags and tubing.

b. Gloves, gowns, masks, goggles and other disposable items used when administering chemotherapy drugs.

2. Human anatomical waste, including:

i) human tissues;

ii) organs; and

iii) body parts;

Note: This category does not include teeth, hair, or nails, which are considered as general waste.

3. Animal waste, including the following, which are considered as biomedical waste only when contaminated with organisms listed as reportable diseases under the Health of Animals Act and Health of Animals Regulations:

i) all animal anatomical waste (carcasses, tissues, organs, body parts);

ii) bedding contaminated with infectious organisms. If bedding is deemed to be contaminant-free by those disposing of the material, it may be disposed of through the non-hazardous waste stream, and supporting documentation retained for a minimum of two years post disposal;

iii) fluid, blood, and blood products;

iv) items saturated with blood; and

v) body fluids removed for diagnosis or removed during surgery, treatment, or autopsy;

Notes:

1) Animal biomedical waste does not include teeth, hair, nails, horns, antlers, hooves, or feathers, which are considered as general waste.

2) For more information on animal biomedical waste, see Handling Biomedical Waste in Canada: A Guide for Veterinary Clinics.

4. Pharmaceutical waste includes drugs and medicinal chemicals that

a) are no longer usable;

b) have become outdated or contaminated;

c) have been stored improperly; or

d) are no longer required.

Note: Empty vials, etc., are considered as general waste. If they are not empty, they are considered as pharmaceutical waste.

D. "Non-Conforming Waste" means:

1. Any waste or other material not falling within sections 3(A), 3(B) or 3(C).

2. Human torsos, fetuses/products of conception and cadavers.

3. 4. Radioactive, reactive, corrosive, ignitable, mercury, compressed gas cylinders & Canisters, inhalers, aerosol can or toxic wastes, batteries, lead, heavy metals, bulk liquids, and any and all other hazardous wastes and substances as defined in any applicable local, regional or provincial laws, regulations or guidelines.

5. Controlled Substances.

6. Improperly classified and/or improperly packaged, segregated, or identified as unacceptable under any Daniels waste acceptance protocol in effect during the term of this agreement.

7. MW Bins/Boxes that are overweight and deemed to be unsafe for reasonable handling. Such Bins/Boxes may be subject to a "Repackaging Fee" to bring them within safe limits. 106 Litre bins/boxes shall not exceed 22 kilograms.. 360 Litre carts shall not exceed 58 kilograms.

E. "Missed Pick up" means when Daniels comes on a scheduled time/pick up and the waste/Bins is not made available. Example: office is closed.

F. "Repackaging Fee" means charges to be paid by Customer for waste that it is incorrectly packaged or labelled.

G. "Onsite Pick up Rejection Fee" means charges to be paid by Customer when a service for non-conforming waste is requested and the load is rejected at the generator's site.

H. "Returned Shipment Rejection Fee" means charges to be paid by Customer when a return shipment to the Customer or Customers' designee is required due to non-conforming waste.

I. "Non-Conforming Waste Fee" means charges to be paid by Customer for waste analysis as well as the repair, replacement, decontamination and cleaning of equipment or any other relevant charges that may apply due to presentation and or pick up of non-conforming waste.

4. COMPLIANCE.

Daniels certifies that it, and its employees, will comply with all local, regional and provincial laws, regulations and guidelines, including the Personal Information Protection and Electronic Documents Act (PIPEDA)