



Service Terms and Conditions



Effective Date: January 1, 2026

These Service Terms and Conditions ("Terms") govern all services provided by Miller Environmental Group Inc. ("Miller") unless otherwise modified by a written agreement signed by both parties.

1 | Services

Miller may provide emergency response, environmental, remediation, transportation, waste management, industrial, restoration, consulting, field services, and related services as requested by Customer.

2 | Authorization

Customer represents that the individual requesting or authorizing services has authority to bind Customer and authorize work on Customer's behalf.

Verbal, electronic, or written authorization may be relied upon by Miller to commence services.

3 | Compensation

Customer shall pay Miller for all labor, equipment, materials, subcontractors, disposal costs, transportation costs, permits, analytical services, and other costs incurred in connection with the services.

Unless otherwise agreed in writing, invoices are due within thirty (30) days of invoice date.

Past due balances may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

Customer shall reimburse Miller for reasonable collection costs, attorneys' fees, and court costs incurred in collecting unpaid balances.

4 | Insurance and Third-Party Reimbursement

Customer remains solely responsible for payment of Miller invoices regardless of insurance coverage, reimbursement, indemnification, or payment from any third party.

5 | Waste Ownership and Regulatory Responsibility

Customer retains ownership and responsibility for all products, materials, wastes, contaminants, and response-derived waste associated with the project.

Customer remains responsible for required regulatory notifications and reporting unless otherwise agreed in writing.

6 | Safety

Miller shall have sole authority to determine whether safe working conditions exist.

Miller may suspend, delay, modify, or terminate services whenever site conditions, weather, hazards, regulatory requirements, or other circumstances create an unsafe condition or materially impair performance.



7 | Standard of Care

Miller shall perform services using the degree of care and skill ordinarily exercised by environmental and emergency response contractors performing similar services under similar circumstances.

No other warranties, express or implied, are made.

8 | Force Majeure

Miller shall not be liable for delays or failures caused by events beyond its reasonable control, including weather events, natural disasters, labor disruptions, transportation interruptions, utility failures, governmental actions, acts of God, or similar circumstances.

9 | Limitation of Liability

Neither party shall be liable for indirect, incidental, consequential, special, exemplary, or punitive damages.

To the fullest extent permitted by law, Miller's aggregate liability arising from services provided shall not exceed the amount paid to Miller for the specific services giving rise to the claim.

10 | Indemnification

Each party shall defend, indemnify, and hold harmless the other from claims, damages, losses, and expenses arising from its own negligence, willful misconduct, or breach of these Terms.

11 | Documentation

Reports, photographs, field notes, manifests, permits, and project documentation shall remain Miller property until payment in full is received.

12 | Governing Law

These Terms shall be governed by the laws of the State of New York.

Any action arising from these Terms shall be brought exclusively in the state or federal courts located in Suffolk County, New York.

13 | Entire Agreement

These Terms, together with any proposal, quote, work authorization, emergency authorization, work order, or separately executed agreement, constitute the agreement between the parties concerning the services provided by Miller.

Where a separately executed agreement exists, that agreement shall control in the event of a conflict with these Terms.