This Agreement is for Waste Transportation, Disposal, and Treatment Vendors ONLY

WASTE MANAGEMENT SERVICES AGREEMENT

THIS WASTE MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is made between Tower Automotive Holdings USA, LLC, ___________________________ (“Contractor”), as relating to the facilities identified in Schedule A (each facility a “Business Unit” operated by Tower Automotive Holdings USA, LLC and/or its affiliates (“Tower”)). This Agreement shall be effective as of ___________ thru ___________ (the “Effective Date”).

Intending to be legally bound, Tower, and Contractor each agree as follows:

I. Defined Terms.

a) Applicable Laws. For the purposes of this Agreement, the term “Applicable Laws” shall mean all federal, state, provincial, and local laws, regulations, rules, and ordinances governing the activities described generally in this Agreement, including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, Clean Water Act, and Hazardous Material Transportation Act; regulations of the U.S. Department of Transportation, U.S. Environmental Protection Agency and Occupational Safety and Health Administration; and any state or Canadian or Canadian provincial counter-parts.

b) Authorized Representative. For the purposes of this Agreement, the term “Authorized Representative” shall mean the person designated by a party to this Agreement to represent and act for the designating party, to have authority to make binding and enforceable decisions for the designating party, and to accept service on behalf of the designating party of all notices which are permitted or required by this Agreement.

c) Designated Disposal Facility. For the purposes of this Agreement, the term "Designated Disposal Facility" shall mean a facility which Tower designates or approves of in writing, after sufficient time for Tower's inspection and auditing, as the primary facility or alternate facility authorized to receive, store, treat, or dispose of Waste Material. A Designated Disposal Facility shall fail to qualify as such if it fails to be, at any time, or in compliance with all Applicable Laws with all required permits, licenses, certificates or approvals. Contractor shall note the Designated Disposal Facilities for each Business Unit after Contractor receives approval in writing from Tower’s Authorized Representative. The parties acknowledge that Tower shall have the right to revoke and withdraw its approval of a Designated Disposal Facility upon notice to the Contractor if, in Tower’s reasonable judgment, the Designated Disposal Facility is not in compliance with all Applicable Laws or otherwise fails to conduct its operations in accordance with industry standards. In the event that Tower elects to so revoke and withdraw its approval of a Designated Disposal Facility, the parties shall use their best efforts to identify a mutually agreeable alternate Designated Disposal Facility.

d) Designated Recycling Facility. For the purposes of this Agreement, the term "Designated Recycling Facility" shall mean a facility which Tower designates or approves of in writing, after sufficient time for Tower's inspection and auditing, as the primary facility or alternate facility authorized to recycle, reclaim or recover Waste Material. A Designated Recycling Facility shall fail to qualify as such if it fails to be, at any time, in compliance with all Applicable Laws and has been and is in compliance with all required permits, licenses, certificates or approvals required. Contractor shall note the Designated Recycling Facilities for each Business Unit after Contractor receives approval in writing from Tower’s Authorized Representative. The parties acknowledge that Tower shall have the right to revoke and withdraw its approval of a Designated Recycling Facility upon notice to Contractor if, in Tower’s reasonable judgment, the Designated Recycling Facility is not in compliance with all Applicable Laws or otherwise fails to conduct its operations in accordance with industry standards. In the event that Tower elects to so revoke and withdraw its approval of a Designated Recycling Facility, the parties shall use their best efforts to identify a mutually agreeable alternate Designated Recycling Facility.
Facility is not in compliance with all Applicable Laws or otherwise fails to conduct its operations in accordance with industry standards. In the event that Tower elects to so revoke and withdraw its approval of a Designated Recycling Facility, the parties shall use their best efforts to identify a mutually agreeable alternate Designated Recycling Facility.

**e) Hazardous Material.** For the purposes of this Agreement, the term "Hazardous Material" shall include but shall not be limited to any substance, material, or waste that is regulated by any federal, state, or local government authority because of toxic, flammable, explosive, corrosive, radioactive, or other properties that may be hazardous to human health or the environment, and any other special toxic, or hazardous substances, materials, or wastes of any kind, including without limitation those now or hereafter defined, determined, or identified to be "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes."

**f) Universal Waste.** For the purposes of this Agreement, the term "Universal Waste" shall mean any batteries, lamps or other wastes that are regulated pursuant to regulations promulgated by the U.S. Environmental Protection Agency at 40 CFR Part 273.

**g) Subsequent Transporter.** For the purposes of this Agreement, the term “Subsequent Transporter” shall mean a transporter owned or operated by a third party which Tower designates or accepts in writing as a transporter other than the contractor authorized to receive Tower's Waste Material for transporting to a Designated Facility. Tower shall have the right, but not the obligation, to revoke and withdraw its approval of a Subsequent Transporter upon notice to the Contractor if, in Tower’s reasonable judgment, the Subsequent Transporter is not in compliance with all Applicable Laws or otherwise fails to conduct its operations in accordance with industry standards.

**h) Solid Waste Material.** For the purposes of this Agreement, the term “Solid Waste Material” shall mean any and all waste, including without limitation, trash, refuse and other solid or liquid waste.

**i) Non-Conforming Waste.** Any Waste Material which, unknown to Contractor at the time of acceptance:

1. Is materially inconsistent with the descriptions, limitations or specifications stated or referenced in the Waste stream profile and any such inconsistency either:
   a) substantially increases the nature or extent of the hazard or risk or cost and expenses, undertaken or incurred by the Contractor in performing the services specified in the subject Work Order;
   Or
   b) prohibits or prevents the Waste Material from being disposed, stored, recycled, reclaimed or treated at the Designated Disposal Facility.
2.) Contains constituents or components substantially different from those identified or referenced in the Waste stream Profile;
   Or
3. Is a hazardous material and is improperly packaged or identified.

**j) Used Oil.** For the purposes of this Agreement, the term “Used Oil Waste Material” shall mean any “used oil” as that term is defined at 40 CFR 279.1.

**k) Hazardous Waste.** For the purposes of this Agreement, the term “Hazardous Waste Material” shall mean any and all Hazardous Material, and any containers used for the removal, handling, and disposal of any such waste that are not RCRA empty.

**l) Waste Material.** For the purposes of this Agreement, the term “Waste Material” shall mean any and all Solid Waste Material, Universal Waste Material, Used Oil Waste Material and Hazardous Waste Material.

**m) Waste Stream Profile.** The document prepared and signed by the Authorized Representatives of Tower and the Contractor, which identifies Tower's Waste Material and describes the general composition and characteristics of Tower's Waste Material.

**n) Waste Management Services.** For the purposes of this Agreement, the term “Waste Management Services” are the services that are provided by Contractor as directed by Tower hereunder, and include the handling,
removal, transportation, and disposal of Waste Material which may include one or more of the following: Solid Waste Material, Universal Waste Material, Used Oil, and Hazardous Waste.

o) **Other Services.** For the purposes of this Agreement, the term “Other Services” refers to the services not covered such as Industrial Cleaning Services, Emergency Response, Remediation, and Plant Decommissioning.

II. Waste Management Services

a) As directed by Tower, Contractor shall be responsible for and perform the removal, handling, transportation, and disposal or recycling or reclamation of the Waste Material from the Business Units in accordance with all Applicable Laws.

b) Contractor and its employees will be properly trained to render the Waste Management Services and shall provide proof of training to Tower upon request.

c) Contractor shall transport and deliver the Waste Material, accompanied by the appropriate manifests or shipping documents only to the Designated Disposal Facility specified in the manifests or shipping papers or to a Designated Recycling Facility or Subsequent Transporter.

d) Contractor shall offer assistance to Tower for selecting appropriate containers and packaging, labeling, and marking of containers for Waste Material prior to transport, disposal or recycling.

e) Contractor shall pump or place the Waste Material into vehicles provided by Contractor when the Waste Material are of a bulk nature, consistent with current operating procedures at the Business Units or as otherwise required by any Applicable Laws.

f) While at the Business Unit(s), Contractor shall comply with the health and safety regulations and precautions of Tower, which are communicated to Contractor or are posted (e.g., speed limits, restricted areas, and the like) at Tower's premises. With respect to the removal, handling and transport of Waste Material under this Agreement, risk of loss and all other incidents of ownership shall pass to Contractor at the time Contractor accepts delivery and takes possession and control of the Waste Material. Contractor shall immediately notify Tower in the event of any emergency or accident during transport or handling the Waste Material, and shall take all reasonable and necessary response actions.

g) Upon request, Contractor shall provide advice and consultation relating to the Waste Management Services to Tower.

h) To the extent that Tower directs Contractor to be responsible for or perform Waste Management Services with regard to Hazardous Waste Material:
   (1) Contractor may, or if required by Applicable Laws shall, obtain a chemical and physical analysis of a representative sample of the Hazardous Waste Material at contractor’s own expense;
   (2) upon disposal of Hazardous Material, Contractor shall make available to Tower a fully executed Uniform Hazardous Waste Manifest or other shipping document within thirty (30) days of the date that the waste was removed from the relevant Business Unit, which shall serve as a certification from Contractor that the Hazardous Material were received; and
   (3) Contractor shall arrange for the removal, transportation and disposal or recycling of Hazardous Waste Material from each Business Unit as necessary to ensure compliance with any Applicable Laws.

i) To the extent that Tower directs Contractor to be responsible for and perform Waste Management Services as regarding Universal Waste Services:
   (1) upon disposal of Universal Waste Material, Contractor shall make available to Tower a fully executed manifest, bill of lading or other shipping document; and
(2) Contractor shall arrange for the removal, transportation and disposal of Universal Waste Material from each Business Unit as necessary to ensure compliance with any Applicable Laws.

j). Tower will be required to provide the Contractor with purchase orders for all work performed that is not identified or approved in a prior purchase order outside of this Statement Of Work. Contractor shall not be obligated to perform any work for which a change order has not been issued.

k) Non-Conforming Wastes: In the event Contractor's examination or testing of the Waste Material determines that the material is Non-Conforming Waste, the Contractor shall notify Tower immediately upon discovery of the nature of the nonconformity discuss the following options:

1) Rejection of the Non-Conforming Waste and all Waste Material delivered with it;
2) Acceptance of all delivered material;
or
3) Rejection of any Non-Conforming Waste and acceptance of the Waste Material delivered with it.

Rejected Material. If Contractor rejects all, or any, Waste Material pursuant to this agreement and if such Waste Material is then in Contractor's possession or control, Contractor shall, notify Tower by phone within one (1) business day. If it is jointly decided to return the waste to Tower the Contractor shall within five (5) business days after rejection, prepare the material for transportation and return it to Tower or to another party specified by Tower in writing. Tower shall reimburse the Contractor for any reasonable and necessary costs it may incur in handling and storing the material, preparing the Waste Material for transport, and transporting any Waste Material returned pursuant to this agreement. Waste Manifest or other shipping document shall follow the waste on return to the Client.

Accepted Material. If Contractor accepts all or any Waste Material pursuant to this agreement the Contractor and Tower shall cooperate to amend the manifests or other shipping documents to accurately describe the Waste Material. If the Contractor and Tower are unable to agree on a mutually acceptable amended waste disposal option within a reasonable time, Contractor may elect to reject the Waste Material pursuant to this agreement. Fully executed Waste Manifest or other shipping document shall serve as a certification from the Contractor that the Waste Material was received and have been properly managed.

III. Recycling of Waste Material

To the extent that Tower directs Contractor to perform any recycling or reclamation services as regarding the Waste Material, then notwithstanding any other provision in this Agreement, Contractor shall not arrange for the recycling, reclamation, reuse and/or recovery of any Waste Material without the prior written approval of Tower of each specific Waste Material that Contractor seeks to recycle, reclaim, reuse or recover. To the extent that Tower issues such a written approval, Contractor shall arrange for the recycling, reclamation, reuse and/or recovery of such Waste Material only at a Designated Recycling Facility and Contractor shall take all necessary steps to ensure that such materials are recycled, reclaimed, reused or recovered in accordance with all Applicable Laws.

IV. Insurance

Contractor shall maintain at their own expense, the following types of insurance in at least the minimum limits set forth below. In addition, other insurance or increased limits may reasonably required, which at the time is usual and commonly obtained in connection with services and/or products provided within the Agreement. All, such insurance will be written on a primarily basis and be required to respond and pay prior to any other available coverage:

a) Statutory Workers Compensation
b) Employers Liability with minimum per occurrence limit of $1,000,000
c) Commercial General Liability written on an occurrence form basis with minimum liability limit of $1,000,000 per occurrence and $2,000,000 aggregate limit. Coverage shall include; bodily injury,
personal injury and death, property damage, contractors liability coverage, contractual liability coverage and completed operations coverage.
d) Commercial umbrella/excess liability coverage not less than $5,000,000.
e) Commercial Automotive Liability with a minimum per occurrence limit of $1,000,000.
f) Contractors Pollution Liability inclusive of Environmental Liability and Professional Errors and Omission coverages with minimum $1,000,000 per occurrence and $5,000,000 aggregate limits.

Contractor shall furnish to Tower certificates of insurance evidencing the required insurance provisions under prior to the execution of the service agreement. Tower shall be named as an additional insured on Contractor’s insurance requirements for policies described under Section IV Insurance (c), (d), (e) and (f). Contractor’s insurance coverage shall be primary and non-contributory. Except with respect to the limits of insurance, Contractor’s required insurance shall apply separately to each insured or additional insured. Contractor agrees to waive all claims and rights of subrogation against Tower, its agents and employees as respects to loss, damage, claim, suits or demands, howsoever caused, to the extent such loss, damage, claims, suits or demands are covered, or should be covered by the insurance required herein. If necessary, Tower shall cause the required insurance policies to be endorsed to acknowledge the required waivers of subrogation in favor of Tower. Contractor further agrees to hold harmless and indemnify Tower for any loss or expense incurred as a result of Contractor’s failure to obtain such waivers of subrogation.

All Insurance as required in this Section IV Insurance shall be maintained with reputable insurance carriers with a minimum AM Best rating of A-+. Contract shall provide Tower certificates of insurance prior to the execution of the agreement and annually thereafter so long the agreement is in effect. In addition, Contractor shall provide Tower written notice with at least thirty (30) days advance notice of any cancellation or material modification of Contract’s insurance requirements under Section IV. Contractor has an obligation and duty to ensure their agents and/or subcontractors engaged to perform services within the Agreement are complaint with securing insurance coverages reasonably required in relationship to the work performed by such agents and subcontractors. In addition, Contractor shall secure and provide to Tower upon request, agent and subcontractor certificate of insurance evidencing insurance coverages.

V. Contractor Warranties

Contractor warrants and represents to Tower as follows:

a) Contractor shall perform all Waste Management Services required under this Agreement in compliance with Applicable Laws, in accordance with all Tower on-site policies, and in a manner which will not increase risk of harm to Tower’s employees, Tower's premises, the public health or the environment.

b) Contractor shall not commingle or combine any Waste Material of Tower with the wastes of any other party without Tower's prior written approval. Contractor shall not ship, transfer, or trans-ship any Waste Material of Tower to any location other than a Designated Disposal Facility or Designated Recycling Facility.

c) Contractor understands the hazards which are presented to persons, property, and the environment in providing the Waste Management Services under the Agreement, and Contractor has the requisite experience, facilities, equipment and qualified personnel, and the legal authority to perform all aspects of the Agreement.

d) Contractor shall render the Waste Management Services in a manner consistent with the level of care and skill ordinarily exercised by members of the waste removal/transport/disposal industry.

e) Contractor has obtained, and shall maintain in effect, all final, provisional, or interim permits, licenses, certificates or approvals required for performance of all Waste Management Services under the Agreement in compliance with Applicable Laws. Contractor shall give Tower prompt notice of the modification, revocation or cancellation of any permit, license, certificate or approval required for the performance of Waste Management Services under the Agreement; at a minimum, such notification will be given orally, and shall be confirmed in writing within five (5) days.
f) Any transport or working vehicles used by Contractor to perform Waste Management Services hereunder shall be licensed and permitted as required by Applicable Laws. Any Designated Disposal Facility or Designated Recycling Facility which is owned or operated by Contractor has been issued all final, provisional, or interim permits, licenses, certificates or approvals required for acceptance, storage, treatment, recycling, reclaiming or disposal of the Waste Material in compliance with Applicable Laws.

g) In addition to Contractor’s customary warranties, any express warranties set forth in this Agreement, any statutory warranties or any warranties implied by law, Contractor expressly warrants that all of the Waste Management Services rendered under this Agreement:

1) all services, including the Waste Management Services, performed for Tower shall be performed in a competent, workmanlike manner;

2) and Contractor has complied with ISO 9000 and ISO 14001 in fulfilling its responsibilities under this Agreement.

These warranties shall survive inspection, test, delivery, acceptance, use and payment by Tower and shall inure to the benefit of its successors, assigns, and customers. These warranties may not be limited or disclaimed.

VI. Mutual Indemnification

a) Contractor agrees to defend, indemnify and hold harmless Tower, and its officers, directors, employees and agents, from and against all losses, damages, liabilities and expenses, including, but not limited to fines, penalties, actual legal and professional fees, and reasonable costs of investigation, to the extent resulting from or arising out of:

1) Any negligence or willful misconduct of Contractor or its employees or agents (including any Subsequent Transporters),
2) Any failure of Contractor, or its employees or agents (including any Subsequent Transporters) to comply with Applicable Laws relating to services and activities, including the Waste Management Services, undertaken by Contractor pursuant to the Agreement,
3) Any material breach of this Agreement by Contractor or its employees or agents,
4) Any breach by Contractor or its employees or agents of any representations or warranties under this Agreement,
5) Any injury, sickness or death of any person (including, but not limited to employees and agents of Tower), damage or loss or destruction of any property (including, but not limited to property of Tower and its respective employees and agents) or contamination of, damage to or other adverse effect upon the environment or violation of Applicable Laws to the extent resulting from or arising out of the performance of the Waste Management Services by Contractor or its employees or agents (including any Subsequent Transporters);
6) Any spill, release or emission of Waste Material occurring after such waste materials are under the possession and/or control of the Contractor (including any Subsequent Transporters); and
7) Any claims for environmental investigation, remediation, or other response activities at any waste disposal, handling, storage, or treatment facility owned or utilized by Contractor (including, but not limited to the Designated Disposal Facilities or Designated Recycling Facilities) with respect to the Waste Material under any Applicable Laws.

b) Tower agrees to defend, indemnify and hold harmless Contractor, its affiliates, and its and their officers, directors, employees and agents, from and against all losses, damages, liabilities and expenses, including, but not limited to fines, penalties, actual legal and professional fees, and reasonable costs of investigation, to the extent resulting from or arising out of:

1) Any negligence or willful misconduct of Tower or its employees or agents,
2) Any failure of Tower, or its employees or agents to comply with Applicable Laws relating to activities undertaken by Tower pursuant to the Agreement,
3) Any material breach of this Agreement by Tower or its employees or agents,
4) Any breach by Tower or its employees or agents of any representations or warranties under this Agreement.

c) The rights and remedies of Tower shall be cumulative and in addition to any other rights or remedies provided by law or equity. A waiver by Tower of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clauses. Except as set forth in this Agreement, any attempt to limit the party’s remedies or the amount and types of damages it may seek shall be null and void. The failure to insist upon the performance of any term or condition hereof, or to exercise any right hereunder shall not be construed as a waiver of the future performance of any such term or condition or the exercise in the future of any such right.

VII. Term of Agreement

This Agreement shall be for a term of twenty (24) months beginning on the Effective Date (the “Term”) unless this Agreement is otherwise earlier terminated as provided herein. This Agreement shall terminate upon written notice by the party seeking termination to the non-terminating party upon a material breach by the non-terminating party of any provision of this Agreement which breach is not cured within thirty (30) days following receipt of written notice of such breach from the terminating party.

VIII. Payment and Consideration

Payment shall be in accordance with each purchase order issued.

IX. Independent Contractor

Contractor shall be an independent contractor in the performance of its obligations under this Agreement. Tower and Contractor are not and shall not be considered joint ventures or partners and none of those parties has the power or authority to bind, obligate or act on behalf of the other parties.

X. Assignment

This Agreement is not assignable by either party, in whole or in part, without the prior written consent of the other (which consent shall not be unreasonably withheld) and any attempted assignment without such consent, whether by operation of law or otherwise, shall be void, except that this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

XI. Compliance with Quality Procedures

Contractor shall be responsible for ensuring that it and its employees, agents and Subcontractors comply with the Tower’s quality and environmental policy and all applicable Business Unit safety policies, procedures or requirements. A copy of which will be provided upon request, at all times that such personnel are on Tower's premises.

XII. Confidentiality, Audit Rights

Contractor shall not release or disclose information regarding Waste Management Services provided hereunder without the prior written consent of Tower, except for information that is in the public domain other than through the unauthorized disclosure by Contractor, or is disclosed by a third party who has the right to make such disclosure, or is legally required to be disclosed to comply with a judicial order or decree. Contractor shall permit Tower, upon reasonable notice, all necessary access to audit Contractor’s facilities and operations at reasonable times upon reasonable notice. Contractor shall provide Tower with access to
Contractor's facilities, vehicles, and documents and shall provide such additional information as is reasonably requested by Tower in performing any such audits.

XIII. Entire Agreement

This Agreement constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof, and has been induced by no representations, statements, or agreements other than those expressed in this Agreement. No agreements subsequently made between the parties shall be binding on that party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

XIV. Governing Law

The rights and obligations of the parties and the terms identified in this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan, without regard to the State of Michigan's conflict of laws rules. Any legal or equitable actions arising out of or relating to any terms of this Agreement shall be brought only in federal or state court in Michigan. The parties agree that such court shall have personal jurisdiction over the parties.

X. Other Provisions

Any failure of any party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision or the right to enforce future violations. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be enforceable. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be against any party. Unless otherwise expressly provided, the word "including" shall not limit the preceding words or terms.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their undersigned duly authorized representatives, who hereby warrant their legal authority to enter into this Agreement and bind the party on whose behalf they are signing.

TOWER AUTOMOTIVE HOLDINGS USA, LLC

Dated:_______________________  By: ____________________________
Title:_________________________

CONTRACTOR

Dated:_______________________  By: ____________________________
Title:_________________________

Expires on __________________________