



Appendix I: General Contractual Terms

Successful bidders (Hauling, Pre-Resource Recovery, and Resource Recovery Service Providers) will enter into an agreement with Recycle NB (RNB) that will address (among other items) the terms referenced in this document.

Pricing, Invoicing and Payment

RNB and bidder will finalize pricing based on delivered tires, or outbound tire-derived material dispositioned (for the purposes of resource recovery, or other specified approved purpose) within the product hierarchy (value-added products).

The bidder will use the RNB's technology platform to invoice Recycle NB based on approved transactions (e.g. pick up, delivery, disposition transaction verifying tire derived materials to end market). Invoicing frequency to Recycle NB is at the discretion of the bidder but not to exceed twice per month.

Rates will be paid by RNB to the Resource Recovery Service Provider, upon submittal of approved invoices (with any required corresponding documentation) on a net 30 basis.

Hauling (tire pick-up and delivery) , Pre-Resource Recovery (cleaning, sorting, consolidation etc..) and Resource Recovery Services (crumbing, retreading, blast mat production, etc..) are to priced separately.

Note: Recycle NB will not consider surcharges presented in proposals. The bidder assumes complete liability for fluctuations in costs which normally affect pricing and may, at their discretion, factor any associated risks into their pricing.

Performance Bond

RNB will require the successful bidder, as a condition of approval and at the time of execution of an acceptance contract with RNB, to provide a performance bond in accordance with [Appendix G: Draft Performance Bond](#).

Insurance

Bidders shall, as a condition of approval and at the time of execution of an acceptance contract with RNB, secure the following:

- commercial general liability insurance, no less than \$3,000,000 per occurrence, and public liability and property damage insurance on all motor vehicles owned, leased, or operated, in the amount no less than \$5,000,000 aggregate
- environmental insurance, as required by government permits

Sub-Contractors

Bidders acknowledge that use of any sub-contractor, shall be subject to approval by RNB prior to entering into any service agreement and bidder will be responsible for keeping the approved sub-contractor in compliance with all applicable legal and other requirements, for the duration of the term of the contract.

Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of New Brunswick and the laws of Canada applicable in that Province. Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of New Brunswick to determine all issues, whether at law or in equity, arising from this Agreement.