

**INDEPENDENT CONTRACTOR'S CERTIFICATION
AND INDEMNIFICATION FOR REMOVAL OF
PCBS, REFRIGERANTS, LIQUID MERCURY BEARING DEVICES AND
HAZARDOUS SUBSTANCES**

The undersigned verifies that the company listed below ("Seller") is an independent contractor with respect to Sadoff & Rudoy Industries, LLP and its subsidiaries and divisions ("Buyer").

Notwithstanding any other warranty or limitation of warranty herein, Seller represents and warrants:

1. Seller has reviewed and is familiar with the Sadoff & Rudoy Industries, LLP Material Acceptance Policy.
2. Seller has carefully inspected or caused to be inspected each of the items delivered or caused to be delivered under this contract of sale including without limitation automobiles, appliances, refrigeration and air conditioning units, and similar equipment (the "Materials") and Buyer may rely on Seller's inspection.
3. None of the Materials contain:
 - (a) polychlorinated biphenyls (PCBs), including but not limited to any capacitor, ballast or other enclosed reservoir containing PCB-bearing liquids or residues;
 - (b) chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or substitute refrigerants (e.g. HFC-134a), as defined in § 608 of the Clean Air Act and 40 C.F.R. Part 82; or
 - (c) liquid mercury bearing devices, including but not limited to automobile switches (hood and trunk switches), appliance switches, temperature switches, pressure switches, or position/motion switches.
 - (d) hazardous substances, as defined by any federal, state or local law, statute, regulation, ordinance or standard (including but not limited to the definitions contained in 42 U.S.C. § 9601 (14) and Wis. Stat. § 292.01 (5)).
4. All remaining ozone-depleting refrigerants (CFCs and HCFCs) and substitute refrigerants (e.g. HFC-134a) have been properly transferred from any refrigeration or air conditioning device into storage tank, using approved recovery equipment, before delivery to Buyer, in compliance with Wis. Stat. § 285.59 and Chapter NR 488, Wis. Admin. Code.

Seller agrees to defend, indemnify and hold buyer harmless from and against any and all claims, liabilities, demands, penalties, fines, costs, expenses, or fees (including but not limited to reasonable attorney's and consultant's fees and expenses) in any way related to any breach of the above representations and warranties.

Company Name (Seller)

Address

Authorized Signature

City, State, Zip, Code

Title

Date Signed

Typed/Printed Name

 Seller's WDNR Registration Number for Refrigerant Recovery

Seller is not registered with WDNR, but has documentation that all remaining refrigerants have been properly removed.