

**Archived:** Thursday, November 13, 2025 3:39:50 PM

**From:** [Kate Logan](#)

**Mail**

**received time:** Thu, 13 Nov 2025 01:22:53




**Sent:** Wednesday, November 12, 2025 5:22:56 PM

**To:** [Christina Ojeda](#)

**Subject:** RE: NOTICE TO COMPLY E56454

**Importance:** Normal

**Sensitivity:** None

**Attachments:** [Notice to Comply E56454 - Signed 11.12.2025.pdf](#)  [CL Purchase Order No. 7040896 SO 09-25-2025.pdf](#)   
[CCL Purchase Order No. 7040897 SO 10-07-2025.pdf](#) 

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[EXTERNAL SENDER: Use caution with links/attachments]

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Good afternoon, Christina,

Chiquita is sending this email in response to the South Coast AQMD's Notice to Comply E56454, received by Chiquita on November 5, 2025. Chiquita responds as follows:

***Request 1:** Provide proof of notification to the South Coast AQMD regarding the event that occurred on 8/5/25 for vessel ST-3 and the incident that occurred on 10/9/25 for vessel ST-4.*

Chiquita is unaware of any event involving vessels ST-3 or ST-4 that occurred on August 5, 2025, or October 9, 2025, or any other date in August or October, that would have required notification to the South Coast AQMD. It is also unclear what type of notification the district is inquiring about, as the Notice to Comply cites only California Health & Safety Code § 42303 as support for its requests. We provided notification of the August event in the Condition 8 report covering the month of August as required, which was submitted to the district on September 22, 2025, and we will do so for the October event in the upcoming Condition 8 report covering the month of October. To the extent that the agency is asking whether a notification was provided pursuant to Rule 430's breakdown provisions, Chiquita responds that it is unaware of any "breakdown" under Rule 430 that occurred on either date and that resulted in a violation of any district rule or permit condition. To the extent the district is referring to Condition 14(b) of the Stipulated Order, neither event resulted in the emission of raw landfill gas into the atmosphere and thus neither were required to be reported under that condition.

Chiquita acknowledges that on August 5, 2025, the outlet piping and flange on vessel ST-3 were found damaged due to the heat and the vessel was taken offline and the media removed. However, this event did not cause a violation of any district rule or permit condition and did not result in the emission of raw landfill gas into the atmosphere. Indeed, Chiquita maintains redundant vessels to avoid such violations and emissions. The site's other vessels remained online. Additionally, there was no fire or smoke related to this event.

Chiquita also acknowledges that on October 9, 2025, vessel ST-4 was found to be hot and therefore the vessel was taken offline and the media removed. However, this event also did not cause a violation of any district rule or permit condition and did not result in the emission of raw landfill gas into the atmosphere. Additionally, there was no fire or smoke related to this event.

***Request 2:** Provide records of the last two (2) carbon media changes for the Carbon Adsorber System (P/O G55163) including the types of media, the media replacement dates, and the quantity used for each respective carbon vessel.*

The last two (2) carbon media change outs were performed on vessel ST-3 from October 21–23, 2025, and on vessel ST-1 from November 6–8, 2025. Each vessel was filled with 25,000 pounds of Darco BG1 granular activated carbon. Please find attached the purchase orders for the last two change outs, documenting the type and quantity of the media ordered and shipped from Chiquita's supplier, Norit Americas, Inc. The confidential pricing information has been redacted.

Best regards,

Kate Logan  
**Senior Remediation Project Manager**  
**Chiquita Canyon Landfill**  
29201 Henry Mayo Dr.  
Castaic, CA 91384  
(m) (346) 807-5547  
[Kate.Logan@WasteConnections.com](mailto:Kate.Logan@WasteConnections.com)



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**From:** Christina Ojeda <cojeda@aqmd.gov>  
**Sent:** Wednesday, November 5, 2025 3:52 PM  
**To:** Steve Cassulo <Steven.Cassulo@WasteConnections.com>; Amanda Froman <Amanda.Froman@WasteConnections.com>; Kate Logan <Kate.Logan@WasteConnections.com>  
**Subject:** NOTICE TO COMPLY E56454

Good afternoon,

Attached is Notice to Comply E56454. A physical copy of the notice to Comply will be hand delivered or sent via US certified mail for your records. In case the print is hard to see below is request:

- Provide proof of notification to the South Coast AQMD regarding the incident that occurred

on 8/5/25 for vessel ST-3 and the incident that occurred on 10/9/25 for vessel ST-4

- Provide records of the last two (2) carbon media changes for the Carbon Adsorber System (P/O G55163) including the types of media, the media replacement dates and the quantity used for each respective carbon vessel.

Please submit all records by the **close of business day 11/12/2025.**

Thank You



**Christina Ojeda**

***Air Quality Inspector I***

*Office of Compliance and Enforcement*

*South Coast Air Quality Management District*

*21865 Copley Dr., Diamond Bar, CA 91765*

*Office: (909) 396-2475 | [cojeda@aqmd.gov](mailto:cojeda@aqmd.gov)*





South Coast Air Quality Management District  
21865 COPLEY DR., P.O. Box 4941, DIAMOND BAR, CA 91765-0941

# NOTICE TO COMPLY

10/9/25

DATE OF INSPECTION

Facility Name: Chiquita Canyon Landfill		Facility ID#: 119219	Sector: VB
Location Address: 29201 Henry Mayo Dr.	City: Castaic	Zip: 91384	
Mailing Address: 29201 Henry Mayo Dr.	City: Castaic	Zip: 91384	

This Notice to Comply is being issued to:

- ☒ Request additional information needed to determine compliance with clean air requirements.  
☐ Correct a minor violation found during an inspection.

Failure to respond or take corrective action, or providing false statements in response to this Notice to Comply can lead to issuance of a Notice of Violation pursuant to the California Health and Safety Code. The facility cited above is subject to re-inspection at any time to ensure compliance.

## YOU ARE HEREBY DIRECTED TO COMPLY WITH:

#	AQMD RULE/ CAL H&S CODE	REQUIREMENT	COMPLIANCE DUE DATE	COMPLIANCE ACHIEVED DATE
1	Cal H&S Code 42303	• Provide proof of notification to the South Coast AQMD regarding the event that occurred on 8/5/25 for vessel ST-3 and the incident that occurred on 10/9/25 for vessel ST-4	11/12/25	11/12/25
2	Cal H&S Code 42303	• Provide records of the last two (2) carbon media changes for the Carbon Adsorber System (P/O 655163) including the types of media, the media replacement dates, and the quantity used for each respective carbon vessel	11/12/25	11/12/25
3				
4				
5				
6				

Served To: Steve Cassulo		Served By: Christina Ojeda	
Title: District Manager	Date Served: 11/5/25	Phone: 909-396-2475	Fax:
Email Address: steven.cassulo@wasteconnections.com	Phone: 661-371-9214	Email Address: cojeda@aqmd.gov	For ms/Applications/Info available at: www.aqmd.gov

### Instructions:

- For each minor violation cited above, compliance shall be achieved by the compliance deadline specified for that particular violation.
- Within 5 working days of achieving compliance for each respective violation, the owner/responsible officer of the cited facility must complete and return a signed copy of this Notice to Comply to the South Coast Air Quality Management District at the address listed above.
- Please copy and return this Notice to Comply as many times as necessary to provide the required information. On each copy, include the date on which compliance was achieved. Date, sign, and send all completed copies to the attention of the inspector named above.

I hereby certify that the facility cited in this Notice to Comply has achieved compliance with the requirements listed above.

Kate Logan  
NAME OF OWNER/RESPONSIBLE OFFICIAL

Sr. Remediation Proj. mgr. [Signature]  
TITLE SIGNATURE

11/12/25  
DATE

NOTICE#: E 56454

FILE COPY (Blue)

FACILITY COPY (Gold)

INSPECTOR COPY (White)



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**From:** Customer Service NA <customercarena@norit.com>  
**Sent:** Thursday, September 25, 2025 10:20 AM  
**To:** Dylan Smith; Marcus Gray  
**Cc:** Christopher Dieckmann  
**Subject:** FW: NORIT, Acknowledgement SO 7040896, Waste Connections-Chiquita Canyon LF - Customer P.O. PO-4050--25-00033  
**Attachments:** Document No. 7040896.pdf

Attached is the Order Acknowledgement for this shipment. Please review for accuracy. Delivery planned for OCT 17.

Thank-you,  
.....

**Stefanie Muse**

Norit Americas Inc. Customer Care, Lead



903 578 2512 Stefanie Muse  
[customercarena@norit.com](mailto:customercarena@norit.com)

3200 University Ave  
Marshall TX 75670 USA

-----Original Message-----

From: customercarena@norit.com <customercarena@norit.com>  
Sent: Thursday, September 25, 2025 9:35 AM  
To: Customer Service NA <customercarena@norit.com>  
Subject: NORIT, Acknowledgement SO 7040896, Waste Connections-Chiquita Canyon LF - Customer P.O. PO-4050--25-00033

This is an automatic transmission, please do not reply to this email.

In case of a problem, please refer to your usual contact in the Norit.

Attached is your document in pdf format.

This e-mail and any attachments are for use by the intended recipient and may contain confidential, privileged or proprietary information. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone or e-mail and delete the original message. Thank you.



Norit Americas Inc

3200 University Avenue  
Marshall TX 75670  
United States

ACKNOWLEDGEMENT		Number 7040896 SO	Date 2025-09-25 (YYYY-MM-DD)	Scheduled pick date 2025-10-14 (YYYY-MM-DD)	Page No. 1 / 1
BILL TO: 3001840 Waste Connections-Chiquita Canyon LF 29201 Henry Mayo Drive Castaic CA 91384 United States  ATT: PURCHASING/PROCUREMENT DEPARTMENT			CONSIGNEE: 3001840 Waste Connections-Chiquita Canyon LF 29201 Henry Mayo Drive Castaic CA 91384 United States		
Order number 7040896 SO	Customer P.O. PO-4050--25-00033	Ship From MATERIAL HANDLING TXK LLC.	GST/HST-Federal Tax ID 59-0142210		
Carrier RXO CAPACITY SOLUTIONS, LLC	1011022	Vehicle ID	Incoterms 2020 Pricing CPT	PREPAID	
GRADE/PACKAGING		NET WEIGHT / QUANTITY		UNIT PRICE	VALUE (USD)
DARCO® BG 1 FIBC 1000LB		25000.00 LB 11339.81 KG			
HTS Export - 3802.10.0000 Activated Carbon		25.00 EA		Scheduled Delivery Date : 2025-10-17	
Gross Weight 26250.00 LB 11906.80 KG		Net Weight 25000.00 LB 11339.81 KG			
<p>Price(s) quoted here are those in effect at the time of this order acknowledgement and represent an estimate of the price(s) that you will actually be charged. The parties agree that the price(s) quoted in this order acknowledgement may be subject to change and, unless otherwise agreed in writing by the parties, the final price(s) applicable to this order acknowledgement will be the price(s) in effect on the date of shipment as stated in the Norit Invoice.</p> <p>All sales of and offers to sell Norit products are made subject to and conditioned on acceptance of Norit Americas, Inc. applicable Standard Terms and Conditions of Sale, a copy of which is included with this acknowledgement and may be found on Norit Americas, Inc. website at <a href="http://www.norit.com">www.norit.com</a>.</p> <p>Norit Americas, Inc. may cancel or delay shipments if our Customer's Account Status is not current.</p> <p>Due to density of product, the actual weight may vary at time of shipment.</p>					
PLEASE REMIT TO: Refer to PAYMENT INSTRUCTIONS above		Net 30 Days From Invoice Date (YYYY-MM-DD) Gross Total			
		Net Grand Total			



## NORIT AMERICAS, INC. STANDARD TERMS AND CONDITIONS OF SALE FOR NORTH AMERICA

1. **Application; Conflicting Terms.**  
These terms and conditions shall apply to all sales agreements, acknowledgements, or confirmations which incorporate or reference these terms (each, an "Agreement") and all other sales of goods ("Products") by Norit Americas, Inc. or one of its affiliates or subsidiaries (each, a "Seller") to a party or parties purchasing Products (each, a "Buyer"), unless otherwise agreed in writing signed by an authorized representative of Seller. Any representations, warranties, conditions or indemnities or other terms or conditions proposed or stated by Buyer in connection with any sale of products by Seller or in any purchase order or other document sent by Buyer which conflict with these terms and conditions are expressly rejected by Seller and waived by Buyer. Any waiver, modification or amendment of these terms and conditions shall only be effective as against Seller if such waiver, modification, or amendment is contained in a written instrument duly executed by an authorized representative of Seller. These terms and conditions shall survive any termination (by mutual agreement or otherwise) or expiration of an Agreement.
2. **Contract Formation.**  
A quotation by Seller does not constitute an offer and Seller reserves the right to withdraw or revise any quotation prior to time of Seller's acceptance of an order from Buyer. A contract for the sale of Products shall be formed at the time when Buyer's order is confirmed in writing or by means of electronic acknowledgement by Seller, or the date Seller releases the order for shipment, whichever occurs first.
3. **Price.**  
Seller reserves the right to revise the price, point of delivery, shipment, and payment terms hereunder upon written notice to Buyer. Unless other pricing arrangements are set forth in Seller's order acknowledgement, the price applicable to any order accepted under an Agreement shall be the price in effect on the scheduled shipment date stated in Seller's order acknowledgement. Unless Seller has agreed to pay for the costs of delivery, Buyer shall be responsible for payment of all freight charges, and any freight charges incurred by Seller shall be for the account of Buyer and shall be added by Seller as a separate item to Seller's invoices.  
  
Any tax, tariff, duty or charge which Seller may be required to pay or collect, now or hereafter imposed by any governmental authority or agency, foreign or domestic, with respect to the sale, purchase, production, processing, storage, delivery, transportation, use, or consumption of any of the Products or services covered hereby, including all taxes upon or measured by receipts from sales or services, shall be for the account of Buyer, and any such charges may be added by Seller as a separate item to Seller's invoices.
4. **Delivery; Title; and Risks.**  
If an Agreement provides for multiple shipments over a period longer than a month, Seller shall not be required to ship Products in any month more than the monthly quantities specified, and if monthly quantities are not specified in an Agreement, in no event more than the monthly pro rata amount of the whole quantity covered by an Agreement. In the event of failure of Buyer to take pro rata quantity in any month, such deliveries or parts thereof may be canceled or included in subsequent deliveries hereunder at Seller's option. Each delivery under an Agreement shall be deemed to be a separate transaction, and the cancellation or rejection of any delivery shall not affect the rights and obligations of the parties under the Agreement as a whole.  
  
Except as set forth in an Agreement, all stated delivery terms (eg EXW, FCA, etc.) shall have the meanings set forth in INCOTERMS 2020, with title to Products passing to Buyer at the point risk passes under the applicable Incoterm. If no Incoterm is specified, the applicable Incoterm shall be Ex-Works, Norit's facility. Seller's weight designation shall govern. Dates proposed by Seller for shipment are approximate and Seller shall not be liable for any delay in shipment or delivery of Products. Time for delivery shall not be of the essence.
5. **Payment.**  
Unless otherwise agreed in writing by Seller, invoices are issued on the date an order is released for shipment, and invoices are payable in full within thirty (30) days of date of the invoice and payable in United States Dollars (unless a different currency is specified in the invoice); free of foreign exchange fees, discounts, or other charges. Seller may alter or revoke credit terms at any time without notice. Buyer shall not have the right to suspend, retain or set off any amounts that are due. If Buyer fails to pay any invoice in full when due, or if Seller shall have any doubt at any time as to Buyer's financial responsibility or capability, Seller may, without prejudice to any other lawful remedies, defer and/or decline to make further shipment(s), or treat such default as a final refusal by Buyer to accept further shipments hereunder. Seller reserves the right to request payment or other form of security prior to delivery. In addition, Seller may charge a late fee specified on the invoice on any overdue amounts.
6. **Force Majeure.**  
Seller shall not be liable for any failure to perform or delays in its performance due to forces of nature, acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, acts of terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods or washouts, acts, restraints or requirements of any government or government agency, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, unavailability of raw materials or supplies, strandings, perils of the sea, the binding order of any court or governmental authority, or any other causes or contingencies, whether similar or dissimilar, beyond Seller's reasonable control (a "Force Majeure Event"). Failure to prevent or settle any labor dispute(s) or strike(s) shall not be considered a matter within the control of the Seller. In the case of a Force Majeure Event, Seller may, in its sole discretion, upon written notice to the Buyer, cancel, delay, reduce or modify its deliveries to Buyer without liability for any damages whatsoever.
7. **Warranty; Claims; Limitation of Liability; and Material Safety Data Sheet.**
  - (a) **Limited Warranty:** (i) The Seller warrants that all Products to be supplied by Seller to Buyer shall, on the date an order is released for shipment, meet Seller's standard product specifications for such Product then in effect, or such other specifications that have been expressly made a part of an Agreement. Seller also warrants title to the Products free and clear of all liens, restrictions, reservations, security interests or other encumbrances, except for any security interest in favor of an unpaid seller of goods arising under applicable law. Claims in respect of any Products at any time sold or agreed to be sold by Seller, whether in contract, tort or otherwise (including negligence or misrepresentation), including claims on account of weight, quality, loss or damage to said Products, are waived by Buyer unless made in writing within 30 days after arrival thereof at destination. In case of a timely claim concerning quality, Buyer shall promptly furnish to Seller appropriate samples of nonconforming Product for testing and analysis. (ii) Seller makes no warranty, either express or implied, as to the accuracy or completeness of, or the results to be obtained from, any technical advice furnished, or recommendations made by Seller or a representative of Seller concerning any use or application of the Products. Buyer assumes full responsibility for quality control, testing and determination of suitability of a Product for Buyer's intended application or use. (iii) The warranties set forth in this paragraph 7(a) extend only to the Buyer.
  - (b) **Disclaimer of Other Warranties, Representations and Conditions:** THE LIMITED WARRANTY ABOVE SETS FORTH THE SOLE WARRANTY OF SELLER WITH RESPECT TO ANY PRODUCTS AT ANY TIME SOLD TO BUYER OR ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SELLER. ALL OTHER WARRANTIES AND REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING UNDER STATUTE OR UNDER CONVENTION (INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS), ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. THIS SHALL APPLY WHETHER THE PRODUCTS ARE USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES OR MATERIALS, EVEN IF THE PURPOSES OR USES OF THE PRODUCTS BY BUYER ARE KNOWN BY SELLER OR IF SELLER HAS BEEN INVOLVED IN THE ANALYSIS OF THE PURPOSES OR USES OF THE PRODUCTS OR HAS PROVIDED ANY RECOMMENDATIONS, ASSISTANCE, OR INSTRUCTIONS IN CONNECTION THEREWITH. BUYER ACCEPTS AND ASSUMES ALL RESPONSIBILITY, RISK AND LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST, ANY CLAIMS OR LIABILITIES RELATING EITHER TO BUYER'S USE OF THE PRODUCTS OR TO ANY GOODS MANUFACTURED BY BUYER CONTAINING ANY OF SELLER'S PRODUCTS.
  - (c) **Limitation of Remedies:** Seller's liability, and Buyer's sole remedy, for any claim in respect of any Products at any time sold or agreed to be sold by Seller, is limited to, at Seller's option (i) replacing the particular quantity of nonconforming Product or (ii) refunding the purchase price of the particular quantity of nonconforming Product, less the value, if any, to Buyer of the nonconforming Product. No claim or recovery by Buyer of any kind (whether as to Product delivered or for non-delivery of Product) shall be greater than the purchase price of the Product to which the claim relates. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE TO BUYER OR ANY THIRD PARTY UNDER ANY THEORY OF LAW FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS) EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
  - (d) **Material Safety Data Sheets and Warnings.** Buyer acknowledges and represents that it has received, read and understands the Material Safety Data Sheet(s) ("MSDS(s)") for the Product(s) and will read and undertake to understand any subsequent MSDS(s) or written warnings provided by Seller from time to time and undertakes to exercise the degree of care required to protect persons and properties from all hazards of the Products disclosed in the MSDS(s) or warning, including but not limited to (i) warning the employees of Buyer and its affiliates who may become exposed to the Product of the said hazards of the Product, providing such employees with copies of the latest MSDS(s) and providing necessary and appropriate safety equipment and taking appropriate measures to assure that such safety equipment is adequately maintained and properly used, and (ii) warning third parties who may purchase or come into contact with the Product or who handle or transport the Product on behalf of the Buyer of the aforesaid hazards. Seller's Products are not tested for safety or efficacy in any applications intended for contact with or ingestion in the human body, including, but not limited to, food or food contact, tobacco, pharmaceuticals, cosmetics, and medical applications, unless otherwise stated in Seller's MSDS(s) or in Seller's Product literature available on Seller's website [www.norit.com](http://www.norit.com).
8. **Intellectual Property.**
  - (a) If any Product itself, as and when sold at Seller's product specifications, becomes the subject of a patent infringement claim, Seller may, at its sole option and expense, either replace or modify such Product, provide for the return of such Product and refund the purchase price paid by Buyer, or procure for Buyer the right to continue to use such Product. The foregoing states Seller's entire obligation and liability with respect to any and all intellectual property claims. Seller reserves the right, without liability to the Buyer, to discontinue deliveries of any Product or terminate an Agreement with respect to any Product, if in the reasonable opinion of the Seller, such Product's manufacture, sale, or use would infringe any third-party intellectual property right now or hereafter issued.
  - (b) Buyer shall defend, indemnify and hold harmless Seller from and against all loss, costs, expenses, damages and liability of any kind arising out of any claims of infringement or alleged infringement of any patent or other intellectual property right with respect to (i) the use of Products in any application by Buyer or its affiliates, contract manufacturers or customers, including but not limited to the use of Products alone or in combination with other substances or components; (ii) any modification to the Products by Buyer or its affiliates, contract manufacturers or customers; or (iii) Products furnished, or methods used, by Seller in accordance with the specifications or instructions furnished by or expressly or implicitly prescribed by Buyer.
  - (c) Nothing herein shall be construed as granting a license to use Seller's trademarks without the express prior written permission of an authorized representative of Norit Americas, Inc.
9. **Miscellaneous.**  
Buyer may not assign its rights and obligations under an Agreement without the prior written consent of Seller. Seller may at any time assign its rights and obligations under an Agreement without the consent of the Buyer. An Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. If any provision of an Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings are for convenience only, they form no part of the terms and conditions and shall not affect their interpretation. Seller's failure to strictly enforce any term or condition of an Agreement or to exercise any right arising thereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such rights thereafter.
10. **Governing Law; Forum Selection; and Consent to Jurisdiction.**  
Any claim or dispute arising hereunder shall be governed by the laws of The State of Oklahoma, U.S.A., irrespective of the choice of law rules thereof. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any legal proceedings arising out of or relating in any way to an Agreement shall be commenced only in federal or state court located where Seller has business operations and each of the parties hereto consents to the jurisdiction of said courts in any such proceedings and waives any objection to venue laid therein, provided, however, that nothing in this paragraph shall be construed to preclude either party from asserting cross claims or third party claims in any forum outside The State of Oklahoma, U.S.A.



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**From:** Customer Service NA <customercarena@norit.com>  
**Sent:** Tuesday, October 7, 2025 3:07 PM  
**To:** Dylan Smith; Marcus Gray  
**Cc:** Christopher Dieckmann  
**Subject:** FW: NORIT, Acknowledgement SO 7040897, Waste Connections-Chiquita Canyon LF - Customer P.O. PO-4050--25-00033  
**Attachments:** Document No. 7040897.pdf

Attached is the Order Acknowledgement for this shipment. Please review for accuracy. Delivery planned for 10/31.

Thank-you,  
.....

**Stefanie Muse**  
Norit Americas Inc. Customer Care



903 578 2512 Stefanie Muse  
[customercarena@norit.com](mailto:customercarena@norit.com)

3200 University Ave  
Marshall TX 75670 USA

-----Original Message-----

From: customercarena@norit.com <customercarena@norit.com>  
Sent: Tuesday, October 7, 2025 10:42 AM  
To: Customer Service NA <customercarena@norit.com>  
Subject: NORIT, Acknowledgement SO 7040897, Waste Connections-Chiquita Canyon LF - Customer P.O. PO-4050--25-00033

This is an automatic transmission, please do not reply to this email.  
In case of a problem, please refer to your usual contact in the Norit.  
Attached is your document in pdf format.

This e-mail and any attachments are for use by the intended recipient and may contain confidential, privileged or proprietary information. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone or e-mail and delete the original message. Thank you.





Norit Americas Inc

3200 University Avenue  
Marshall TX 75670  
United States

ACKNOWLEDGEMENT		Number 7040897 SO	Date 2025-10-07 (YYYY-MM-DD)	Scheduled pick date 2025-10-28 (YYYY-MM-DD)	Page No. 1 / 1
BILL TO: 3001840 Waste Connections-Chiquita Canyon LF 29201 Henry Mayo Drive Castaic CA 91384 United States  ATT: PURCHASING/PROCUREMENT DEPARTMENT			CONSIGNEE: 3001840 Waste Connections-Chiquita Canyon LF 29201 Henry Mayo Drive Castaic CA 91384 United States		
Order number 7040897 SO	Customer P.O. PO-4050--25-00033	Ship From MATERIAL HANDLING TXK LLC.	GST/HST-Federal Tax ID 59-0142210		
Carrier RXO CAPACITY SOLUTIONS, LLC	1011022	Vehicle ID	Incoterms 2020 Pricing CPT	PREPAID	
GRADE/PACKAGING		NET WEIGHT / QUANTITY		UNIT PRICE	VALUE (USD)
DARCO® BG 1 FIBC 1000LB		25000.00 LB 11339.81 KG			
HTS Export - 3802.10.0000 Activated Carbon		25.00 EA		Scheduled Delivery Date : 2025-10-31	
Gross Weight 26250.00 LB 11906.80 KG		Net Weight 25000.00 LB 11339.81 KG			
<p>Price(s) quoted here are those in effect at the time of this order acknowledgement and represent an estimate of the price(s) that you will actually be charged. The parties agree that the price(s) quoted in this order acknowledgement may be subject to change and, unless otherwise agreed in writing by the parties, the final price(s) applicable to this order acknowledgement will be the price(s) in effect on the date of shipment as stated in the Norit Invoice.</p> <p>All sales of and offers to sell Norit products are made subject to and conditioned on acceptance of Norit Americas, Inc. applicable Standard Terms and Conditions of Sale, a copy of which is included with this acknowledgement and may be found on Norit Americas, Inc. website at <a href="http://www.norit.com">www.norit.com</a>.</p> <p>Norit Americas, Inc. may cancel or delay shipments if our Customer's Account Status is not current.</p> <p>Due to density of product, the actual weight may vary at time of shipment.</p>					
PLEASE REMIT TO: Refer to PAYMENT INSTRUCTIONS above		Net 30 Days From Invoice Date (YYYY-MM-DD) Gross Total			
		Net Grand Total			



## NORIT AMERICAS, INC. STANDARD TERMS AND CONDITIONS OF SALE FOR NORTH AMERICA

1. **Application; Conflicting Terms.**  
These terms and conditions shall apply to all sales agreements, acknowledgements, or confirmations which incorporate or reference these terms (each, an "Agreement") and all other sales of goods ("Products") by Norit Americas, Inc. or one of its affiliates or subsidiaries (each, a "Seller") to a party or parties purchasing Products (each, a "Buyer"), unless otherwise agreed in writing signed by an authorized representative of Seller. Any representations, warranties, conditions or indemnities or other terms or conditions proposed or stated by Buyer in connection with any sale of products by Seller or in any purchase order or other document sent by Buyer which conflict with these terms and conditions are expressly rejected by Seller and waived by Buyer. Any waiver, modification or amendment of these terms and conditions shall only be effective as against Seller if such waiver, modification, or amendment is contained in a written instrument duly executed by an authorized representative of Seller. These terms and conditions shall survive any termination (by mutual agreement or otherwise) or expiration of an Agreement.
2. **Contract Formation.**  
A quotation by Seller does not constitute an offer and Seller reserves the right to withdraw or revise any quotation prior to time of Seller's acceptance of an order from Buyer. A contract for the sale of Products shall be formed at the time when Buyer's order is confirmed in writing or by means of electronic acknowledgement by Seller, or the date Seller releases the order for shipment, whichever occurs first.
3. **Price.**  
Seller reserves the right to revise the price, point of delivery, shipment, and payment terms hereunder upon written notice to Buyer. Unless other pricing arrangements are set forth in Seller's order acknowledgement, the price applicable to any order accepted under an Agreement shall be the price in effect on the scheduled shipment date stated in Seller's order acknowledgement. Unless Seller has agreed to pay for the costs of delivery, Buyer shall be responsible for payment of all freight charges, and any freight charges incurred by Seller shall be for the account of Buyer and shall be added by Seller as a separate item to Seller's invoices.  
  
Any tax, tariff, duty or charge which Seller may be required to pay or collect, now or hereafter imposed by any governmental authority or agency, foreign or domestic, with respect to the sale, purchase, production, processing, storage, delivery, transportation, use, or consumption of any of the Products or services covered hereby, including all taxes upon or measured by receipts from sales or services, shall be for the account of Buyer, and any such charges may be added by Seller as a separate item to Seller's invoices.
4. **Delivery; Title; and Risks.**  
If an Agreement provides for multiple shipments over a period longer than a month, Seller shall not be required to ship Products in any month more than the monthly quantities specified, and if monthly quantities are not specified in an Agreement, in no event more than the monthly pro rata amount of the whole quantity covered by an Agreement. In the event of failure of Buyer to take pro rata quantity in any month, such deliveries or parts thereof may be canceled or included in subsequent deliveries hereunder at Seller's option. Each delivery under an Agreement shall be deemed to be a separate transaction, and the cancellation or rejection of any delivery shall not affect the rights and obligations of the parties under the Agreement as a whole.  
  
Except as set forth in an Agreement, all stated delivery terms (eg EXW, FCA, etc.) shall have the meanings set forth in INCOTERMS 2020, with title to Products passing to Buyer at the point risk passes under the applicable Incoterm. If no Incoterm is specified, the applicable Incoterm shall be Ex-Works, Norit's facility. Seller's weight designation shall govern. Dates proposed by Seller for shipment are approximate and Seller shall not be liable for any delay in shipment or delivery of Products. Time for delivery shall not be of the essence.
5. **Payment.**  
Unless otherwise agreed in writing by Seller, invoices are issued on the date an order is released for shipment, and invoices are payable in full within thirty (30) days of date of the invoice and payable in United States Dollars (unless a different currency is specified in the invoice); free of foreign exchange fees, discounts, or other charges. Seller may alter or revoke credit terms at any time without notice. Buyer shall not have the right to suspend, retain or set off any amounts that are due. If Buyer fails to pay any invoice in full when due, or if Seller shall have any doubt at any time as to Buyer's financial responsibility or capability, Seller may, without prejudice to any other lawful remedies, defer and/or decline to make further shipment(s), or treat such default as a final refusal by Buyer to accept further shipments hereunder. Seller reserves the right to request payment or other form of security prior to delivery. In addition, Seller may charge a late fee specified on the invoice on any overdue amounts.
6. **Force Majeure.**  
Seller shall not be liable for any failure to perform or delays in its performance due to forces of nature, acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, acts of terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods or washouts, acts, restraints or requirements of any government or government agency, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, unavailability of raw materials or supplies, strandings, perils of the sea, the binding order of any court or governmental authority, or any other causes or contingencies, whether similar or dissimilar, beyond Seller's reasonable control (a "Force Majeure Event"). Failure to prevent or settle any labor dispute(s) or strike(s) shall not be considered a matter within the control of the Seller. In the case of a Force Majeure Event, Seller may, in its sole discretion, upon written notice to the Buyer, cancel, delay, reduce or modify its deliveries to Buyer without liability for any damages whatsoever.
7. **Warranty; Claims; Limitation of Liability; and Material Safety Data Sheet.**
  - (a) **Limited Warranty:** (i) The Seller warrants that all Products to be supplied by Seller to Buyer shall, on the date an order is released for shipment, meet Seller's standard product specifications for such Product then in effect, or such other specifications that have been expressly made a part of an Agreement. Seller also warrants title to the Products free and clear of all liens, restrictions, reservations, security interests or other encumbrances, except for any security interest in favor of an unpaid seller of goods arising under applicable law. Claims in respect of any Products at any time sold or agreed to be sold by Seller, whether in contract, tort or otherwise (including negligence or misrepresentation), including claims on account of weight, quality, loss or damage to said Products, are waived by Buyer unless made in writing within 30 days after arrival thereof at destination. In case of a timely claim concerning quality, Buyer shall promptly furnish to Seller appropriate samples of nonconforming Product for testing and analysis. (ii) Seller makes no warranty, either express or implied, as to the accuracy or completeness of, or the results to be obtained from, any technical advice furnished, or recommendations made by Seller or a representative of Seller concerning any use or application of the Products. Buyer assumes full responsibility for quality control, testing and determination of suitability of a Product for Buyer's intended application or use. (iii) The warranties set forth in this paragraph 7(a) extend only to the Buyer.
  - (b) **Disclaimer of Other Warranties, Representations and Conditions:** THE LIMITED WARRANTY ABOVE SETS FORTH THE SOLE WARRANTY OF SELLER WITH RESPECT TO ANY PRODUCTS AT ANY TIME SOLD TO BUYER OR ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SELLER. ALL OTHER WARRANTIES AND REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING UNDER STATUTE OR UNDER CONVENTION (INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS), ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. THIS SHALL APPLY WHETHER THE PRODUCTS ARE USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES OR MATERIALS, EVEN IF THE PURPOSES OR USES OF THE PRODUCTS BY BUYER ARE KNOWN BY SELLER OR IF SELLER HAS BEEN INVOLVED IN THE ANALYSIS OF THE PURPOSES OR USES OF THE PRODUCTS OR HAS PROVIDED ANY RECOMMENDATIONS, ASSISTANCE, OR INSTRUCTIONS IN CONNECTION THEREWITH. BUYER ACCEPTS AND ASSUMES ALL RESPONSIBILITY, RISK AND LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST, ANY CLAIMS OR LIABILITIES RELATING EITHER TO BUYER'S USE OF THE PRODUCTS OR TO ANY GOODS MANUFACTURED BY BUYER CONTAINING ANY OF SELLER'S PRODUCTS.
  - (c) **Limitation of Remedies:** Seller's liability, and Buyer's sole remedy, for any claim in respect of any Products at any time sold or agreed to be sold by Seller, is limited to, at Seller's option (i) replacing the particular quantity of nonconforming Product or (ii) refunding the purchase price of the particular quantity of nonconforming Product, less the value, if any, to Buyer of the nonconforming Product. No claim or recovery by Buyer of any kind (whether as to Product delivered or for non-delivery of Product) shall be greater than the purchase price of the Product to which the claim relates. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE TO BUYER OR ANY THIRD PARTY UNDER ANY THEORY OF LAW FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS) EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
  - (d) **Material Safety Data Sheets and Warnings.** Buyer acknowledges and represents that it has received, read and understands the Material Safety Data Sheet(s) ("MSDS(s)") for the Product(s) and will read and undertake to understand any subsequent MSDS(s) or written warnings provided by Seller from time to time and undertakes to exercise the degree of care required to protect persons and properties from all hazards of the Products disclosed in the MSDS(s) or warning, including but not limited to (i) warning the employees of Buyer and its affiliates who may become exposed to the Product of the said hazards of the Product, providing such employees with copies of the latest MSDS(s) and providing necessary and appropriate safety equipment and taking appropriate measures to assure that such safety equipment is adequately maintained and properly used, and (ii) warning third parties who may purchase or come into contact with the Product or who handle or transport the Product on behalf of the Buyer of the aforesaid hazards. Seller's Products are not tested for safety or efficacy in any applications intended for contact with or ingestion in the human body, including, but not limited to, food or food contact, tobacco, pharmaceuticals, cosmetics, and medical applications, unless otherwise stated in Seller's MSDS(s) or in Seller's Product literature available on Seller's website [www.norit.com](http://www.norit.com).
8. **Intellectual Property.**
  - (a) If any Product itself, as and when sold at Seller's product specifications, becomes the subject of a patent infringement claim, Seller may, at its sole option and expense, either replace or modify such Product, provide for the return of such Product and refund the purchase price paid by Buyer, or procure for Buyer the right to continue to use such Product. The foregoing states Seller's entire obligation and liability with respect to any and all intellectual property claims. Seller reserves the right, without liability to the Buyer, to discontinue deliveries of any Product or terminate an Agreement with respect to any Product, if in the reasonable opinion of the Seller, such Product's manufacture, sale, or use would infringe any third-party intellectual property right now or hereafter issued.
  - (b) Buyer shall defend, indemnify and hold harmless Seller from and against all loss, costs, expenses, damages and liability of any kind arising out of any claims of infringement or alleged infringement of any patent or other intellectual property right with respect to (i) the use of Products in any application by Buyer or its affiliates, contract manufacturers or customers, including but not limited to the use of Products alone or in combination with other substances or components; (ii) any modification to the Products by Buyer or its affiliates, contract manufacturers or customers; or (iii) Products furnished, or methods used, by Seller in accordance with the specifications or instructions furnished by or expressly or implicitly prescribed by Buyer.
  - (c) Nothing herein shall be construed as granting a license to use Seller's trademarks without the express prior written permission of an authorized representative of Norit Americas, Inc.
9. **Miscellaneous.**  
Buyer may not assign its rights and obligations under an Agreement without the prior written consent of Seller. Seller may at any time assign its rights and obligations under an Agreement without the consent of the Buyer. An Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. If any provision of an Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings are for convenience only, they form no part of the terms and conditions and shall not affect their interpretation. Seller's failure to strictly enforce any term or condition of an Agreement or to exercise any right arising thereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such rights thereafter.
10. **Governing Law; Forum Selection; and Consent to Jurisdiction.**  
Any claim or dispute arising hereunder shall be governed by the laws of The State of Oklahoma, U.S.A., irrespective of the choice of law rules thereof. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any legal proceedings arising out of or relating in any way to an Agreement shall be commenced only in federal or state court located where Seller has business operations and each of the parties hereto consents to the jurisdiction of said courts in any such proceedings and waives any objection to venue laid therein, provided, however, that nothing in this paragraph shall be construed to preclude either party from asserting cross claims or third party claims in any forum outside The State of Oklahoma, U.S.A.