

Tenkoz Bulk Repackaging Agreement

This Bulk Repackaging Agreement (“**Agreement**”) is entered into this _____ day of _____, 20_____, between TENKOZ (“**Tenkoz**”), having its principal offices at 1725 Windward Concourse, Suite 410, Alpharetta, GA 30005, and acting through its appointed Distributor Agent (“**Distributor Agent**”) having its principal office located at:

Distributor Agent Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

and Repacker (“**Repacker**”) having its principal office at:

Repacker Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Repacker Facility (“**Facility**”) Location Address (Please Print Complete Facility Location Address).

Address: _____

City: _____ State: _____ Zip Code: _____

EPA Establishment No.: _____

Repacker agrees that full and continuous compliance with the terms and conditions of this **Agreement** is a continuing requirement to the non-exclusive authorization granted by **Tenkoz** in connection with the repackaging of the Tenkoz product or products specified below (“**Product**”), at Repacker’s facility identified above (“**Facility**”).

Product(s) Trade Name (Hereafter referred to as Product)	EPA Registration Number
See Appendix A	See Appendix A

1. Repacker is hereby authorized to repackage the specified Product(s) into refillable containers subject to the conditions and terms of this Agreement and the technical guidelines for each Product referenced in Appendix A and B.

2. This Agreement shall not obligate TENKOZ or Distributor Agent to ship or sell any minimum quantity of Product(s) to Repacker.
3. TENKOZ reserves the right in its sole discretion and at any time upon notice to Repacker to change, limit or terminate the services provided by Repacker with respect to any specific Product. In the event TENKOZ changes, limits or terminates Repacker's authority to repackage one or more Products, or this Agreement expires or is terminated for any reason, Repacker shall immediately cease the repackaging of the Products it no longer has authority to repackage and shall return to TENKOZ all Labels not already used for the repackaging of such Products. Additionally, Repacker and TENKOZ shall cooperate in the appropriate disposition of Repacker's existing inventory of such Products as of such expiration or termination, including, at TENKOZ option, TENKOZ' repurchase of such Product. Notwithstanding the foregoing sentence, any contaminated or adulterated Product in Repacker's possession as of such termination shall be disposed as waste as provided in paragraph 4, below.
4. Repacker shall be responsible for any contamination of Product repackaged. Repacker shall manage, at its sole expense, any rinsate or waste in accordance with all applicable laws and regulations. Without limiting Repacker's general responsibility, containers utilized for repackaging must be either (a) dedicated and refilled with compatible TENKOZ formulations containing one specific active ingredient, or (b) thoroughly cleaned prior to refilling according to not less than pre-repack cleanout procedure referenced in Appendix C in order to prevent cross-contamination of Product.
5. Only a Product label approved by the USEPA ("Label(s)") shall be used for repackaging of Product. Repacker represents and warrants that it has a current, valid USEPA Establishment Number for its designated Facility, and that Repacker will maintain a valid USEPA Establishment Number. Repacker agrees that this number will be printed on all Labels used by Repacker. Repacker shall allow TENKOZ or its Distributor Agent access to any and all pertinent records which Repacker maintains under this Agreement or state or federal regulation as they pertain to the Product, upon reasonable notice by TENKOZ or its Distributor Agent.
6. Repacker must comply with EPA pesticide repackaging recordkeeping requirements which includes the following:
 - A repacker must maintain copies of the residual removal/cleaning procedures and the list of acceptable containers for the current operating year and for three (3) years after
 - Each time a pesticide is repackaged, the repacker must record the following information and keep for three (3) years after the date of repackaging:
 - The EPA registration number of the pesticide repackaged
 - The date of repackaging
 - The serial number or other identifying code of the container
 - Report production as presently required by 40 CFR Part 167
7. TENKOZ shall supply Repacker with Product labels ('Label(s)'), and Repacker agrees to use such Labels solely for the repackaging of the Product(s) authorized by this Agreement, and which are manufactured and supplied by or under authority of TENKOZ and which have not been altered in any way. Repacker acknowledges that the trademarks for the Products as indicated on the Labels and the name "TENKOZ" are all the exclusive property of TENKOZ. Repacker's authorizations to use the Labels shall not constitute a trademark license in any form, and Repacker's use of the trademarks on the Labels shall inure solely to the benefit of TENKOZ. Repacker shall use the Labels only for the repackaging and resale of Products that are supplied directly by, or on behalf of TENKOZ.
8. Repacker agrees to maintain in place at the Facility, storage tanks, containers and other equipment necessary and suitable for the safe receipt and handling and repackaging of pesticides. Repacker assumes full responsibility for the proper and safe receipt, storage, handling and repackaging of Product at the Facility, and shall enforce use and compliance with proper safety standards and equipment. Repacker agrees to meet or exceed the requirements for all stationary tanks described in Appendix D.

9. Repacker represents and warrants that it is familiar, and agrees to comply, with all applicable federal, state, and local laws and regulations pertaining to the transportation, loading and unloading, packaging, handling, storage of pesticides, and disposal of, and arrangement for disposal (if any) chemicals pursuant to this Agreement, including but not limited to the following federal laws and regulations issued thereunder: FIFRA, as amended; the Federal Food, Drug and Cosmetic Act, as amended; the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; the Occupational Safety and Health Act of 1970; and the Resource Conservation and Recovery Act of 1976, as amended. Repacker understands that Product is delivered based upon Repacker's assurances, warranties, and representations that it understands and complies with all such applicable laws and regulations, and Repacker agrees to defend, hold harmless, and indemnify TENKOZ and its Distributor Agent from and against any claims and/or losses of any kind, (including reasonable attorneys' fees) relating in any way to damage to property or injury to persons arising out of a failure by Repacker to so comply.
10. TENKOZ warrants that the Product as delivered conforms to the ingredient statement of the applicable Product Label. **Subject to the preceding sentence and except as otherwise expressly provided herein and on the Labels, to the fullest extent permitted by law, neither TENKOZ nor Distributor Agent, NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE with respect to the Products.**
11. TENKOZ nor its Distributor Agent shall not be liable, and Repacker shall indemnify, defend, and hold TENKOZ or its Distributor Agent harmless for any loss, damage, or injury to persons, the environment or property, including death or injury to any person (including Repacker's) and including reasonable attorney's fees, or damage to the environment (including Repacker's) or other damage that TENKOZ or Its Distributor Agent may suffer as a result of claims, demands, actions, or judgements, which may result from or arise in connection with any injury of any nature or kind to any person or damage to any property alleged to have been incurred or actually incurred as a result of the Repacker's re-packaging, possession, use, sale, distribution or disposal (or arrangement for disposal) of the Product(s), arising from Repacker's performance or non-performance, under this Agreement, unless such loss, injury or damage was caused by the willful or negligent act or omission of TENKOZ or its Distributor Agent. Repacker shall be solely responsible for any injury to its employees or any other persons which occurs during the re-packaging, distribution, sale or disposal of the Product. In no event shall TENKOZ or its Distributor Agent be liable to the Repacker for any special, incidental, indirect, or consequential damages, whether by breach of any provision hereof or purchase orders issued hereunder or by claims of product liability by third parties.
12. Repacker shall maintain comprehensive commercial liability insurance, including products liability and completed operations hazard, per person, per occurrence, for bodily injury and property damage liability ("Insurance"). The Insurance required by this section shall have coverage limits of the following: Bodily Injury, Personal Injury and Property Damage Liability of US\$1,000,00.00 Combined Single limit per occurrence, per person. Upon request, Repacker shall promptly provide TENKOZ certificates of insurance evidencing such insurance coverage.
13. TENKOZ or Distributor Agent specifically reserves the right to inspect the Facility and repackaged Product(s) prior to any shipment of Product(s). Repacker agrees to permit TENKOZ or Distributor Agent representatives to inspect the Facility including all equipment, tanks and Product(s) containers used in connection with the storage or repackaging of Product(s) and to obtain samples of Product(s) at any time during the term of this Agreement in order for TENKOZ or Distributor Agent to monitor the quality and purity of the Product(s). TENKOZ or Distributor Agent reserves the right to terminate this Agreement in the event the Facility or containers are unsatisfactory, or for any other reason, in TENKOZ's sole discretion.
14. This Agreement shall commence as of the effective date stated and shall continue in effect until December 31 of such calendar year (the "Initial Term"). This Agreement shall continue in effect for additional calendar-year terms unless either party gives written notice of non-renewal to the other party. This Agreement may be terminated by either party at any time on written notice to the address stated above. Repacker's obligations under paragraph 2 with respect to Product disposition and Label return and its indemnification obligations under paragraph 10 shall survive the termination of this Agreement.

15. In the performance by Repacker of any obligations contained herein, Repacker and its agents, employees and contractors shall be acting at all times as an independent contractor, not as an agent, employee, franchise, or representative of TENKOZ. Accordingly, Repacker agrees to be solely responsible for compliance with worker health and safety laws and other state and federal laws and regulations applicable to it employees and agents.
16. This agreement and the rights and responsibilities hereunder are not assignable by Repacker, by operation of law or otherwise, without the prior written consent of TENKOZ, which consent may be withheld in TENKOZ's sole discretion.
17. This Agreement constitutes the entire and exclusive understanding between the parties and supersedes all prior written and oral agreements, understandings or authorizations concerning the subject matter hereof. This Agreement may only be modified by an amendment, expressly stated as such, signed by all parties. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by and construed in accordance with the laws of the State of Georgia, notwithstanding that state's rules relating to conflicts of laws.
18. The delay or failure of either party to exercise any right, power or privilege hereunder, or its failure to strictly enforce any breach or default, shall not constitute a waiver with respect thereto, and no waiver of any such right, power, privilege, breach or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express written notice thereof is provided.

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as effective as of the date first written above. A copy or telefacsimile transmission of a signature to this Agreement shall be equivalent for all purposes to an original signature of the same person.

Repacker's Name: _____

TENKOZ, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distributor Agent: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A – List of Products, Acceptable Package Categories, and Pre-Refill Cleanout Procedure

Product(s) Name (herein referred to as “Product”)	EPA Registration No.	Container Size	Acceptable Package Categories (Tenkoz always recommends refillable containers remain dedicated to a given product)	Pre-Refill Cleanout Procedure (Required if tamper evident seals AND any one-way valves are not fully intact)
Acumen	241-337-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Amine 4	55467-14	15 gal.>	1,2,3,4,5	See Appendix C
Amine 4	71368-1-55467	15 gal.>	1,2,3,4,5	See Appendix C
Amine 4	42750-19-55467	15 gal.>	1,2,3,4,5	See Appendix C
Atrazine 4L	55467-13	15 gal.>	1,2,3,4,5	See Appendix C
Atrazine 4L	100-497-55467	15 gal.>	1,2,3,4,5	See Appendix C
Atrazine 4L	66222-36-55467	15 gal.>	1,2,3,4,5	See Appendix C
Brawl	100-816-55467	15 gal.>	1,2,3,4,5	See Appendix C
Brawl II	100-818-55467	15 gal.>	1,2,3,4,5	See Appendix C
Brawl II ATZ	100-817-55467	15 gal.>	1,2,3,4,5	See Appendix C
Buccaneer	55467-10	15 gal.>	1,2,3,4,5	See Appendix C
Buccaneer Plus	55467-9	15 gal.>	1,2,3,4,5	See Appendix C
Buccaneer 5	71368-43-55467	15 gal.>	1,2,3,4,5	See Appendix C
Buccaneer 5 Extra	55467-15	15 gal.>	1,2,3,4,5	See Appendix C
Detonate	7969-137-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Govern	62719-220-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Ledger	100-1162-55467	15 gal.>	1,2,3,4,5	See Appendix C
Lo-Vol 4	55467-11	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Lo-Vol 4	228-139-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Lo-Vol 4	42750-15-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Lo-Vol 4 Solventless	71368-14-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Lo-Vol 4 Solventless	42750-22-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-	See Appendix C

			HDPE	
Lo-Vol 6	55467-12	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Lo-Vol 6	71368-11-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Lo-Vol 6	42750-20-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Parity	264-666-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Staunch	62719-570-55467	15 gal.>	1,2,3,4,5	See Appendix C
Staunch II	62719-679-55467	15 gal.>	1,2,3,4,5	See Appendix C
Triangle	66222-131-55467	15 gal.>	1,2,3,4,5	See Appendix C
Trifluralin 4EC	62719-250-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Trifluralin 4EC	66222-46-55467	15 gal.>	Tanks should be constructed with Level 3 fluorinated Polyethylene (HDPE) or Stainless Steel material, or ¼ inch thick polyethylene-HDPE	See Appendix C
Volley	55467-8	15 gal.>	1,2,3,4,5	See Appendix C
Volley ATZ	55467-7	15 gal.>	1,2,3,4,5	See Appendix C
Volley ATZ Lite	55467-6	15 gal.>	1,2,3,4,5	See Appendix C
Volley NXT	62719-672-55467	15 gal.>	1,2,3,4,5	See Appendix C
Volley ATZ NXT	62719-671-55467	15 gal.>	1,2,3,4,5	See Appendix C
Volley ATZ Lite NXT	62719-670-55467	15 gal.>	1,2,3,4,5	See Appendix C

- a. For each container, please obtain Manufacturer's written closure specifications and insure tanks are closed according to those specifications prior to shipping. All tank openings, except vents must be equipped with a one way valve, tamper evident seal or both (see 40 CFR part 165 Subpart C). All containers must meet or exceed US DOT packing group III specifications (see 49 CFR 173, 178, 180).
- b. Please refer to MSDS for safety, health and other answers to product questions.
- c. Acceptable Package Categories numbers if listed correlate directly with the "Portable Refillable Containers for Registered Liquid Pesticide Products" guide produced by Crop Life America, and attached to this document as Appendix B.

Appendix B – Acceptable Portable Container Categories

All portable refillable containers (PRCs) used for refilling the products above must include the following safety and design standards. These standards are:

1. All PRCs must meet the US Department of Transportation requirements for hazardous material packages at the Packing Group III level or higher.
2. All vents in refillable containers must be designed to minimize the amount of material that could be introduced through the vent.
3. Each non-vent opening must include a one-way valve, a tamper evident device, or both.
4. Containers must be market with a serial number, or some other unique identifying code.






PRCs used in the pesticide industry can be grouped into categories based on design.

Pesticide products can only be placed in containers that are identified as acceptable by the Product Registrant.

The following categories of pesticide PRCs may be used by registrants when describing the type of container that is acceptable for use for a specific product.

This guidance document does not exclude use of other options which meet the container requirements of the 2006 EPA Container and Containment rule and/or are authorized as acceptable by the product registrant.

Containers with the product name molded into the container should remain dedicated to that product.

	Category 1	Category 2	Category 3	Category 4	Category 5
Description:	Blow-molded inner container in cage or shell	Thick Wall container on a protective base or legs	Thick wall, Proprietary Design	One Piece Container	One Piece Container
Bottom Discharge	with or without bottom discharge	with or without bottom discharge	with or without bottom discharge	No bottom discharge	with or without bottom discharge
Cylindrical/Square	Square	Square or Cylindrical	Square/Cylindrical or Custom	Cylindrical	Square or Cylindrical
Stackable	Yes	Yes	Yes or No	Yes & No	Yes
Options		May have top chime. May be equipped with a pump.	May have top chime. May be equipped with a pump.	May have top and bottom chimes	
Materials	HDPE bottle & Metal cage	HDPE and LLDPE Plastic	HDPE and LLDPE Plastic	HDPE and LLDPE Plastic	Stainless Steel
UN / DOT Authorization	UN 31HA2	UN31H1, UN31H2,	UN1H1, UN3H1, UN31H1, UN31H2, None	UN1H1, UN3H1, UN31H1, UN31H2,	UN1A1, UN31A1, DOT 57
Containers in each category include, but are not limited to, those pictured here.					

Appendix C – Cleanout Instructions

This process MUST be followed prior to refilling a container that returned without intact one-way valves and/or tamper evident devices. It may also be used if the container returns with intact one-way valves and/or tamper evident devices, but is not required in this case. This is also applicable to stationary containers.

1. Visually inspect all containers and any associated transfer equipment for any leaks, cracks, and punctures and adjust cleaning process appropriately. Damaged containers, containers with visible staining or dried solid residue may need special treatment.
2. Stage containers on a state approved containment pad during the cleaning process to allow the rinsate to be collected and properly managed.
3. Use the pesticide product panel label along with the container's unique identifier to note the pesticide product being cleaned out of that container. Remove old labels, placards, and tamper evident devices. Alternately, the panel label may remain on the container and be removed when the container is completely cleaned.
4. Thoroughly rinse or pressure wash the exterior of the container to remove dirt and residue. If needed, tank cleaners may be used on the exterior. Wash until all visible residues are completely gone.
5. Rinse any visible residue from inside the container with water. Then, using a sprayer, rinse the interior of the container using enough water to completely remove the residue. If the container is equipped with an internal pump, the water must be flushed through the entire delivery system until the rinsate is clear.
6. Drain and collect the rinsate from the container. Repeat high pressure rinsing until the container is clean and rinsate is clear. Inspect the inside of the container to determine if additional cleaning is needed.
7. For stubborn residues, hot water with a cleaning solution, such as a commercial tank-cleaning compound suitable for use with pesticides (exempt from a tolerance under the Federal Insecticide, Fungicide and Rodenticide Act) may be used. Using a high-pressure sprayer and rinse nozzle, thoroughly flush the interior of the container again. If the container is equipped with an internal pump, the tank cleaning solution followed by water must be flushed through the entire delivery system until the rinsate is clear.
8. Inspect the inside of the container. If needed, use a light or a mirror to thoroughly inspect and insure visible pesticide residue has been removed. If a tank cleaner was used, insure the last rinse is water only and that the water is flushed through the delivery system.
9. Drain the container dry so no water or cleaning solution remains. A pump or dedicated wet-dry shop vacuum may be used to remove any remaining rinsate. **Caution:** If product is a DOT combustible or flammable class 3 (a.k.a. "red label"), use pump or wet-dry shop vacuum only if combustible vapors are not present (verify with a Combustible Gas Indicator).
10. After cleaning, the container should remain sealed to designate it as a cleaned container and should remain sealed to prevent introduction of foreign material.
11. Do not store containers in direct sunlight.

Appendix D – Stationary Tank Requirements

The following are the basic requirements for stationary containers for bulk repacking. Repacker agrees to meet or exceed all of the requirements below:

1. All stationary containers must include at least one vent.
2. All vents on stationary containers must be designed to limit evaporation.
3. All stationary containers must be marked with a serial number or identifying code.
4. All stationary containers must meet integrity and strength standards.
5. External sight gauges are prohibited on stationary containers.
6. All stationary containers must include a shut off valve below the normal liquid level. This shutoff valve must be located within secondary containment.
7. All stationary containers and their appurtenances must be resistant to extreme changes in temperature and constructed of materials that are adequately thick and not fail and that are resistant to corrosion, puncture, and cracking.
8. All stationary containers must be capable of withstanding all operating stresses, taking into account static heat, pressure buildup from pumps and compressors, and any other foreseeable mechanical stresses to which the container may be subjected in the course of operations.
9. All stationary tanks must comply with any additional local and federal regulations.