

# TERMS OF SERVICE

## Peak EHS, LLC

Environmental Health & Safety Consulting

**Effective Date:** May 21, 2026

These Terms of Service (“Terms”) govern all Environmental, Health, and Safety (“EHS”) consulting services provided by **Peak EHS, LLC** (“Peak EHS,” “we,” “our,” or “us”) to any client (“Client,” “you,” or “your”). By engaging Peak EHS for services, you agree to these Terms.

### 1. Nature of Services

Peak EHS provides **advisory and consulting services** related to Environmental, Health, and Safety compliance. Services may include, but are not limited to:

- General EHS consulting
- OSHA/EPA program guidance
- Written program development
- Training
- Incident support

All services are provided **based on the information made available by the Client** and are **not a guarantee of regulatory compliance**.

### 2. No Guarantee of Compliance

Peak EHS does **not** guarantee:

- Full regulatory compliance
- Prevention of incidents, injuries, or citations
- Identification of all hazards, risks, or applicable regulations
- Outcomes of OSHA, EPA, state, or local inspections

Compliance responsibility **always remains with the Client**.

### 3. Client Responsibilities

The Client agrees to:

- Provide accurate, complete information about operations, hazards, and conditions
- Implement recommendations at their discretion
- Maintain all required EHS programs, training, and documentation
- Ensure ongoing compliance with all applicable laws and regulations

Peak EHS is **not responsible** for the Client's failure to implement recommendations or maintain compliance.

#### **4. Limitation of Liability**

To the fullest extent permitted by law:

- Peak EHS's total liability for any claim arising from services is **limited to the total amount paid by the Client** for those services.
- Peak EHS is **not liable** for indirect, incidental, consequential, or punitive damages, including but not limited to:
  - Lost profits
  - Business interruption
  - Regulatory fines or penalties
  - Claims arising from the Client's actions or omissions

This limitation applies regardless of the legal theory asserted.

#### **5. Professional Judgment**

All recommendations are based on:

- Professional judgment
- Industry best practices
- Information provided by the Client
- The limited scope of the engagement

Peak EHS does not warrant that recommendations are exhaustive or error-free.

#### **6. Independent Contractor**

Peak EHS operates as an **independent contractor**. Nothing in these Terms creates an employment, partnership, or joint-venture relationship.

#### **7. Confidentiality**

Peak EHS will not disclose Client information except:

- As required by law
- With Client consent
- As necessary to perform services

Clients are responsible for protecting their own confidential information.

## **8. Payment Terms (For Paid Services)**

Unless otherwise stated in a written proposal or invoice:

- Payment is due within **30 days** of invoice
- Late payments may incur fees
- Work may be paused for non-payment

## **9. Changes to Terms**

Peak EHS may update these Terms at any time. The most current version will always be available on our website.

## **10. Governing Law**

These Terms are governed by the laws of the **State of Maryland**.

## **11. Contact Information**

Peak EHS, LLC Frederick, Maryland [www.peak-ehs.com](http://www.peak-ehs.com)