



BAGSTER[®]

DUMPSTER IN A BAG[®]

Terms and Conditions. United States.

READ THE FOLLOWING TERMS CAREFULLY. THE CONTAINER AND OUR SERVICES ARE PROVIDED TO YOU SUBJECT TO THESE TERMS. USE OF THE CONTAINER OR ANY BAGSTER[®] SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS. These terms and conditions ("Terms") govern the relationship between you, WM Bagco, LLC or any affiliate thereof collectively referred to herein as BAGSTER[®] ("BAGSTER") and any distributor from whom you may have purchased the BAGSTER[®] bag (the "Container") from ("Distributor"). You must read and agree to the following Terms. If you do not accept these Terms, our services may not be used by you, however, you may return the Container within five (5) business days (the "Return Period") from the day you received the Container. To exercise your return right, call BAGSTER at 1.877.789.2247 prior to the expiration of the Return Period for return instructions or return the Container to the place of purchase prior to the expiration of the Return Period. BAGSTER offers the Container for the removal and disposal of certain types of household debris (the "Debris"). See Bagster Filling Guidelines on the Web Site.

USE OF CONTAINER — You are responsible for compliance with all state, Federal and local laws, rules and regulations, and for properly using, and loading the Container in accordance with the instructions on the product package, on the Container itself, and those set forth on the BAGSTER Web site ("Web Site") from time to time, (www.thebagster.com). **You may only use the Container for items permitted in the Instructions.** You are responsible for the contents of the Container (including hazardous waste). You may only use the Container as permitted in the instructions included with the Container. Collection and disposal fees are not included in the purchase price of the Container. You are responsible for all collection and disposal fees. Except as expressly set forth in these Terms, BAGSTER has no other obligation, express or implied, to provide additional services or products to you or your customers, including but not limited to loading, collecting or disposal relating to the Container. In the event that you do not follow these Terms or any other instructions provided by BAGSTER, BAGSTER reserves the right to reject the Container.

DISCLAIMER OF WARRANTY — THE CONTAINER IS PROVIDED "AS IS, WHERE IS" AND BAGSTER AND ITS SUPPLIERS AND SHIPPERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT, NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BAGSTER AND ITS SUPPLIERS, OFFICERS, AGENTS, AFFILIATES, SHIPPERS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO THESE TERMS OR THE CONTAINER OR SERVICES RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR COMPENSATORY, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE CONTAINER AND SERVICES RENDERED. IN NO EVENT SHALL BAGSTER BE RESPONSIBLE FOR YOUR INABILITY TO PROCURE DISPOSAL OF THE CONTAINER.

DIFFERENT OR ADDITIONAL TERMS — Acceptance of your offer to purchase the Container is expressly made conditional on assent to the Terms provided herein. Any additional or different terms or conditions contained in any document furnished by you, including but not limited to any acknowledgment, are deemed to be material and are hereby objected to and rejected by BAGSTER. If such agreement shall be deemed an offer or counter-offer by you, BAGSTER expressly rejects such offer or counter-offer and limits acceptance to the Terms contained herein and expressly objects to any different or additional terms proposed by you and any actual performance by you thereafter shall be deemed a renewal of the offer contained in these Terms and acceptance thereof by you. Your use of the Container will constitute acceptance of these Terms without change.

INDEMNITY — You will indemnify, defend (at BAGSTER'S option), and hold harmless, BAGSTER and its parent, subsidiaries, affiliates, and directors, shareholders, agents, carriers, shippers, couriers, and employees thereof (each of them "Indemnitees"), from and against any fine, penalty, loss, cost, damage, injury, claim, expense, including reasonable attorneys' fees, or liability (individually and collectively "Liabilities"), including, but not limited to, Liabilities associated with or arising out of material in the Container, improper packaging of the Container, environmental matters, shipment of unauthorized materials, failure to follow BAGSTER'S instructions included with the Container or contained on the Web Site, or a breach of any warranty, representation or covenant by You even if negligence of BAGSTER is alleged to have caused or contributed to the Liabilities. This Section will survive any termination of the parties' relationship.

ENTIRE AGREEMENT, CONSTRUCTION — The Terms constitute the entire agreement between You and BAGSTER with respect to the purchase and use of any Container or services superseding all prior communications, agreements or correspondence between us or our representatives; provided, however, obligations which apply to your use of the Container set forth on or in the Container, the package in which the Container is sold or on the Web Site from time to time, such as shipping instructions and any updated Terms, are hereby incorporated herein. It is your obligation to check and be aware of such obligations when receiving, using, and disposing of the Container. No provision of the Terms shall be added or deemed waived, amended, or modified by either party unless such additional waiver, amendment, or modification be in writing signed by the party against whom enforcement is sought. The heading or subheadings of paragraphs contained in these Terms are used for convenience and ease of reference and will not limit the scope or intent of the clause. The laws applicable to these Terms will be the laws of the State of Texas without regard to its conflict of laws. If either party commences suit, action or other legal proceeding against the other that relates to these Terms or any Container or services, the forum for the same, including without limitation the forum of the trial, will take place only in Harris County, Texas. Both parties agree to accept the exclusive jurisdiction of such courts and both parties waive any objection to venue in such courts. Each provision of these Terms will be interpreted so as to be valid under applicable law. If any provision of these Terms is found invalid, to the extent possible, it will be amended in such a manner that the invalid provision will be made valid under applicable law without invalidating the remainder of that provision or any other provisions of these Terms.

CANCELLATION POLICY — If you need to cancel your scheduled collection, we require notification within one (1) business day of your scheduled collection. To cancel collection, please call BAGSTER at 1.877.789.BAGS (2247), Monday through Sunday, 6:00 a.m. to 11:00 p.m. (CST).