



ST. LOUIS RECYCLING
& WASTE SOLUTIONS

Service Terms & Conditions

SERVICES. Contractor offers products or services to the Client for recyclable, compost, or waste material (the “material”) as designated by this Service Agreement (“the Agreement”). Client grants to Contractor, including ISAOA, the exclusive right to provide such services to Client and the right to enter its property to the extent necessary to perform any contracted service(s). In the event Contractor is unable to perform its obligations due to any condition that is beyond Contractor’s control, the Client shall be notified of such event and the obligations of Contractor may be suspended during any inability caused by such condition. Pursuant to a claim that Contractor is in breach of any provision of this Agreement, Client must notify Contractor of the alleged breach and allow at least ten (10) business days to cure.

TERM. The Agreement term length shall be selected and agreed upon by Client, displayed within the accepted Quote, Installment Invoice, or within the most recent paid invoice(s) delivered to Client when part of an existing service. Unless otherwise selected by Client, the initial service term defaults to 36-months, whereby subsequent terms shall automatically renew in successive (annual) 12-Month periods upon (59) days prior to current term expiration at current market rate(s). Any notice to Contractor must be evidenced by read-receipt, reply email, or shall be delivered via registered mail to the address stated on Client’s latest invoice no less than (60) days prior to the expiration of the initial term or a renewal term (together, “the term”). To maintain services without interruption, when an agreement renewal notice (or) rate modification notice has been sent to Client and subsequently not returned prior to 60 days expiring, by default, continued service(s) beyond the effective date confirms Client’s implicit acceptance of the renewal term modification(s), conditions and fee(s).

FEES & PAYMENT. All payments are to be made online via ACH or Credit Card, or a Check Handling & Processing fee of \$5.00 is incurred. To avoid check processing costs or credit card merchant processing fees, *Clients are highly encouraged to enroll in ACH automatic monthly payments (“AUTOPAY”).* Client shall pay Contractor subscription service fees, not inclusive of state/local taxes (if applicable), in accordance with the Agreement and the invoices emailed to Client. Default rate(s) displayed assume a standard scope-of-work with equipment staged outside and access within approximately 20 feet, unless otherwise notated. Contractor may not increase service rates or fees for reasons other than as provided for herein without Client consent, which may be evidenced via email, in writing, by payment of an invoice, or by the actions and practices of the parties. Contractor’s service fees are earned upon arrival to the performance site, regardless of unknown conditions which may prevent Contractor from removing material. If Client does not object to any invoice in writing (if via email, Contractor’s receipt must be evidenced) within twenty (20) days of the invoice date, the Client shall have conclusively agreed that such invoice is correct in all respects. In the event of an expired service term not replaced by new agreement, adjustments may be reflected under current market rate(s). Payments returned by Client’s bank for any reason (NSF, stop pay, etc.) shall incur a \$39.00 returned payment fee to the account.

LATE PAYMENT. A finance charge is automatically assessed by the billing system when an invoice remains unpaid by the due date, calculated as follows: an initial 5% or \$10.00, whichever is greater, plus 1.5% per billing cycle thereafter, of which Client agrees to pay. After 60 days or more past-due, Contractor may

temporarily suspend services until the account has been paid current, including a \$39.00 Reinstatement Fee. Continued non-payment may result in agreement breach, subject to the damages listed herein.

ADJUSTMENTS. The parties agree that the type, frequency, and/or scope of work may be adjusted during the term of the Agreement and may be demonstrated in writing, via email, or by the actions and practices of the parties, becoming part of the Agreement. In the event Client requests additional services or a change in the type, scope or frequency of services, the fees charged by Contractor will be adjusted and Client agrees to pay the adjusted fees. To maintain routing stabilization, service reductions are authorized on a quarterly basis only. Service rates for term lengths exceeding 12 months are fixed without increase for the initial 12-month period of the term, whereby subsequent periods may include an annual COLA, CPI, or other inflationary adjustment capped at (8%) with the exception for diesel fuel surcharges, which may or may not exceed such cap. Overpayments are applied to future invoices unless the account is closed with a zero balance.

OVERFLOW MATERIAL. Material placed outside of or adjacent to container(s) provided, or when exceeding the closed-lid storage capacity, exceeds the scope of services provided and circumvents the service rate applied to container capacity vs. service frequency. Such material will be hand-collected and shall incur an Administrative fee of \$10.00 plus an additional Handling/Labor fee of \$5.00 each 1/2 bin or 1/4 cu. yd. of material (rate doubles for Valet service) which Client agrees to pay. Consistent overflow may require a container size, count or service frequency increase as determined by Contractor.

By checking here, Client elects to opt-out from automatic overflow collection and whereby material overflow shall not be removed nor fees incurred.

OVERWEIGHT MATERIAL. Single-stream Recycling assumes the average material weight does not exceed 80 pounds per cubic yard (96gal bin = 1/2 cu. yd). In the event of overweight container(s) collected, the applicable costs will be communicated to Client via invoice adjustment, of which Client agrees to pay. For ongoing overweight material, an overall service rate modification will be incurred unless Client agrees to decrease the average material weight per container. Client agrees to pay: **(i)** overweight fee at \$10.00 per cubic yard (excludes shredding and paper-only recycling services), **(ii)** saturated contents fee at \$10.00 per cubic yard due to excessive liquids and/or leaving equipment lids open habitually after being notified of the infraction.

EXCLUDED / UNACCEPTED MATERIAL. Client asserts that material placed in the equipment shall not include any of the below, as related to the contracted service(s):

Single-Stream Recycling: thin plastic films (i.e. bags, stretch film, shrink wrap, etc.), Styrofoam, batteries, carpeting, wood or other construction material, mattresses, light bulbs, syringes, organics (food, human, pet, yard, tobacco, etc.), electronics, toys, motors, housewares, sheet glass, or any material not listed via the web-published "single-stream recycling material requirements", available at our website or via email upon request.

Standard Commercial Office Waste: bulky waste exceeding 40lbs and/or approximate dimensions of 3'x3'x3'; soil, concrete, rock or other aggregate; heavy construction or roofing material, sheet steel, iron, rebar, sheet glass, etc., paint, fuels and other chemicals; volatile, flammable, explosive, biomedical, toxic, radioactive, or other hazardous material. The term "hazardous" shall include but not be limited to any item characterized as hazardous or biohazardous by the U.S. EPA or pursuant to the Resource Conservation and Recovery Act of 1976, or as applicable by any state, county, city or other municipal law or regulation.

Shredding Service & Paper-only Recycling: will not include items other than loose unbound paper, manila file folders, staples, rubber bands, or small binder clips. Contamination materials may include but not be

limited to: large binder clips, ringed binders, plastic-covered folders with or without cardboard inserts, CD's, diskettes or other media types, large amounts of rubber bands, or any other non-paper material not listed herein.

Title to Material. Title to and liability shall always remain with Client, regardless of whether any unacceptable material is loaded or unloaded, and Client expressly agrees to defend, indemnify, and hold harmless the Contractor and/or ISAOA from and against any all damages and liabilities resulting from or arising out of such material.

Contamination. Contractor staff may attempt to hand-remove and dispose of excluded material when feasible, however, contamination may be inadvertently collected due to service time constraints or difficulty in manual removal. Contaminate item fee(s) will be evidenced and incur a \$10.00 Admin Fee plus a disposal handling fee of \$5.00 per item removed or collected which Client agrees to pay. When excessive contamination collected requires diversion from recycle to landfill, or, if a trash conversion order has been requested by Client, a landfill conversion fee (\$100.00-150.00) shall be assessed for all non-hazardous material plus a pass-through cost of \$75.00 per ton delivered to landfill for the total truckload contents collected during the affected route. For any hazardous material evidenced in/from Client's container, a \$300.00 minimum fee may be charged but not limited to that amount in the event of extraordinary measures required or additional costs incurred.

SITE ACCESS. Client shall provide unobstructed access to the site and equipment at predesignated area(s) and operating hours. Contractor may access, handle, or replace the equipment at any time, with or without notice. Sites are allotted up to five (5) minutes to clear a reasonable blockage preventing normal access. Contractor's staff may not be engaged to help resolve blockages unless part of a preapproved written procedure. *In no event are Contractor staff permitted to wait beyond five (5) minutes for any reason without explicit consent from Contractor.* If the equipment is inaccessible beyond the Contractor's control and/or scheduled service cannot occur under normal conditions, Contractor will attempt to notify Client as soon as practical and afford a reasonable opportunity to provide access at the Contractor's next availability and Client agrees to pay a reasonable service fee. Contractor shall not be deemed to be in breach of this Agreement for the failure to collect any material in the event Contractor did not have, or was denied, access to the equipment or premises. Special accommodation requests may be sent to (Support@stlouisrecycling.com) and, if approved, become part of this Agreement, which may be subject to additional costs.

RENTAL EQUIPMENT. Client acknowledges its responsibility for the custody, control, cleanliness and safekeeping of the rental equipment. Client accepts sole responsibility and liability for any loss or damage incurred to the equipment upon Client's premises (normal wear & tear excluded) and agrees to pay Contractor for like-quality replacement equipment plus freight in the event of such loss or damage. Client shall not overload any equipment (by weight or volume) and shall use only for its intended purposes. Client also acknowledges that Contractor staff move equipment under written (email) work orders only, whereby no equipment shall be delivered or removed without internal work order documentation and/or photo evidence. Client shall not move, remove, or alter any equipment without prior email consent, whereby a fee may be incurred without approval.

AGREEMENT TERMINATION. Client agrees that any service termination request requires: (i) a minimum 60-day advanced notice, (ii) the account must have a zero balance prior to the approval for an equipment removal work order, and (iii) the account must be eligible for cancellation without early termination penalty.

Early Termination. In the event Client terminates this Agreement prior to its expiration, or Contractor is forced to terminate the Agreement due to Client's unresponsiveness regarding a past-due balance, within ten (10) days of notification Client agrees to deliver a single payment to Contractor as liquidated damages, including penalties or fees, calculated as follows:

Bin & Dumpster Service: most recent 3-month billing average of previous charges multiplied by the months remaining in the term, up to twenty-four (24) months.

Baler & Compactor Rental: most recent 3-month billing average of previous charges multiplied by the months remaining in the term, up to forty-eight (48) months.

Damages & Legal Action. In the event Client fails to pay Contractor all amounts which become due under this Agreement and Contractor refers such matter for legal representation or other judicial remedy, Client agrees to pay, in addition to the balance due, all past-due payment penalties, fees and collection costs incurred by Contractor because of such action, including all attorney costs and fees, to the extent permitted by law.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected, rendered invalid or unenforceable by another provision which has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, the pre-printed terms and conditions of this Agreement will be made available for download at Contractor's public website (<https://bit.ly/STLRWS-client-resources>) and may be modified at any time. Updated terms or conditions in conflict with existing agreements will be reviewed on a case-by-case basis.

GOVERNANCE. This Agreement shall be governed by the laws of St. Louis County, Missouri, without regard to conflicts of laws principles, whereby Client's representations, warranties, indemnifications, or any arbitration events shall survive termination of this Agreement. This Agreement constitutes the entire understanding between Contractor and Client regarding the performance of specific services described herein and supersedes all other negotiations, representations, understandings, and agreements, either written or oral, with respect to such services. The Client or its agent may provide a contract or addenda to supplement and/or operate concurrent with this Agreement, whereby Client explicitly agrees that by engaging the Contractor's service(s), any supplemental agreements, terms, or conditions shall not supersede this Agreement, its terms or conditions, for any reason without the Contractor's expressed, written consent. The Agreement may be executed in one or more parts, each of which will be deemed an original and will be deemed as one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic mail constitute effective delivery and execution of this Agreement as to the parties and may be used in lieu of any printed Agreement for all purposes.

ACKNOWLEDGEMENT. Client has read the above and understands that for account security and tracking, Contractor follows "email-1st priority" communication, whereby Client acknowledges that phone inquiries are handled at lower priority and may experience a delayed response and/or be redirected via email. Client understands and agrees that to receive efficient inquiry response, Client has been advised for any SERVICE or BILLING inquiries to email: (Support@StLouisRecycling.com).