

## WASTED\* PUBLIC BENEFIT CORPORATION - RENTAL TERMS & CONDITIONS

By accepting or executing any quote, the customer agrees to these Rental Terms and Conditions (“Agreement”). The accepted quote, together with any invoices issued by Wasted\* PBC (the “Company”), are hereby incorporated into and made a part of this Agreement. In the event of any conflict, the terms of this Agreement shall control unless expressly stated otherwise in writing.

### 1. **Payment Terms**

#### 1.1. **Short-Term Rental** (Five (5) days or less)

- a) Rental total < \$1,000.00: Full payment due forty-eight (48) hours prior to delivery.
- b) Rental total ≥ \$1,000: Fifty Percent (50%) due upon invoice, balance due upon delivery.

#### 1.2. **Long-Term Rental** (Greater than five (5) days)

- a) Billed every twenty-eight (28) days.
- b) Invoices issued at delivery and at the beginning of each billing period; payment due upon receipt of invoice.
- c) Final invoice issued within fifteen (15) days after Equipment removal; due within fifteen (15) days of issuance.

#### 1.3. **Payment Authorization:**

- a) Accepted payment methods: credit card, debit card, check, and ACH.
- b) Credit card surcharge of up to three percent (3%) may apply.
- c) Customer expressly authorizes Company to charge payment method provided for all amounts due under this Agreement.

#### 1.4. **Late Payments and Additional Charges:**

- a) Overdue balances assessed a late fee of five percent (5%) per month (or maximum amount permitted by law).
- b) Customer responsible for all collection costs, including reasonable attorneys’ fees and expenses, whether or not legal action is initiated.
- c) Customer responsible for all applicable taxes, permits, and government fees.

#### 1.5. **Change Orders:**

- a) Customer-requested changes require a revised quote. All changes remain subject to this Agreement.

### 2. **Delivery and Pickup**

- 2.1. Delivery and pickup dates are estimates only and are not guaranteed.
- 2.2. Company shall not be liable for any delays arising from Force Majeure (hereinafter defined).

### 3. **Inspection and Acceptance**

- 3.1. Customer shall inspect Equipment upon delivery.
- 3.2. Customer shall report any defects within twenty-four (24) hours of delivery.
- 3.3. Failure to report constitutes acceptance of the Equipment as delivered, “AS IS”, and suitable for its intended use.

### 4. **Service and Maintenance.**

- 4.1. Service includes waste removal, cleaning and restocking per the agreed schedule.
- 4.2. Additional, emergency, or unscheduled services shall be billed separately.
- 4.3. Company shall not be liable for service delays arising from Force Majeure.

### 5. **Customer Responsibilities; Access; Risk of Loss and Damage**

- 5.1. **General:** Customer shall, at its sole cost and expense:

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- a) Provide safe, unobstructed, and continuous access to the Equipment for delivery, servicing, and removal;
- b) Ensure the site is suitable for delivery, placement, servicing, and removal of Equipment;
- c) Obtain and maintain all required permits, licenses, and approvals;
- d) Use the Equipment only for its intended purpose and in a safe manner; and
- e) Comply with all applicable laws and regulations.

5.2. Access: Trip Charges. If Company is unable to access the Equipment for delivery, service, or pickup due to obstruction, unsafe conditions, locked gates, or other causes, Customer will be charged a trip fee and any additional costs incurred. Company is not responsible for resulting Equipment condition.

5.3. No Relocation. Customer shall not move, relocate, or alter the Equipment. Any relocation requested must be performed by Company and will be subject to additional charges.

5.4. Risk of Loss. Customer assumes all risk of loss, theft, and damage upon delivery of the Equipment until retrieval except to the extent caused by Company's gross negligence or willful misconduct. Customer responsible for full replacement value if Equipment is lost, stolen, or unavailable.

5.5. Damage and Misuse. Customer responsible for all damage beyond normal wear and tear.

5.6. Hazardous Materials. Customer shall not place any hazardous, toxic, flammable, or prohibited materials in the Equipment. Customer responsible for all resulting damages, cleanup, remediation, and associated costs arising or resulting from any breach.

5.7. Site Conditions. Customer assumes all risk of damage to surfaces and subsurface conditions (including lawns, pavement, and utilities) arising from Equipment operations, except to the extent caused by Company's gross negligence or willful misconduct.

6. Title. Company retains sole ownership of the Equipment at all times.

7. Damage Waiver (If Purchased). The Damage Waiver covers minor, repairable damage only. The Damage Waiver is NOT insurance and does not cover theft, total loss, vandalism, misuse, hazardous contamination, or prohibited use. If not purchased, Customer is solely responsible for all repair and replacement costs.

8. Insurance. Upon request, Customer shall provide proof of insurance covering liability and damage related to the Equipment.

9. Termination & Cancellation.

9.1. By Company: Company may immediately suspend or terminate services for non-payment or breach of this Agreement.

9.2. By Customer:

- a) After delivery: minimum ten (10) days' written notice required; charges apply through termination date.
- b) Thirty (30) or more days before delivery: no charge.

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- c) Less than 30 days before delivery: up to fifty percent (50%) of the quoted amount may be charged.
10. **Warranty Disclaimer.** All equipment is provided “AS IS” without warranties of any kind, express or implied.
  11. **Indemnification.** Customer shall defend (with counsel chosen by Company), indemnify, and hold harmless Company, and its officers, directors, employees, agents, and representatives, from and against any and all claims, losses, damages, expenses or liability whatsoever (including reasonable attorney fees), whether in law or in equity, arising out of or related to the Equipment or Customer’s breach of this Agreement, except to the extent caused by Company’s gross negligence or willful misconduct.
  12. **Limitation of Liability.** Company’s total liability shall not exceed the amount paid by Customer. In no event shall Company be liable for any indirect, incidental, special, or consequential damages.
  13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
  14. **Dispute Resolution; Waiver of Jury Trial.** The parties shall first attempt to resolve disputes in good faith. Any unresolved dispute shall be brought in the state courts of the Commonwealth of Massachusetts without regard to conflict of laws. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. Notwithstanding the foregoing, Company may pursue claims in any jurisdiction permitted by law.
  15. **No Assignment.** Customer may not assign or transfer this Agreement without Company’s written consent.
  16. **Entire Agreement/Severability.** This Agreement, together with all accepted quotes and any invoices issued by Company, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. Notwithstanding the foregoing, Company may update these terms and conditions. Continued use of the Equipment constitutes acceptance of such updated terms and conditions. Any invalid provisions of this Agreement shall not affect the remainder.
  17. **No Waiver.** Company’s failure to enforce any provision shall not constitute a waiver.
  18. **Force Majeure.** Company shall not be liable for delays or failure to perform due to events beyond its control including, but not limited to, weather, labor disputes, supply chain disruptions, or emergencies.