

Buck Disposal LLC TERMS OF SERVICE

By engaging in waste hauling services ("PURCHASE ORDER") from Buck Disposal LLC, you hereby agree to abide by the terms outlined in these Terms of Service ("TERMS"). Your purchase of waste hauling constitutes a contract ("AGREEMENT") between you and Buck Disposal LLC, ("Buck Disposal LLC"), a limited liability company based in Kansas with its main address at 9305 West 53rd Street, Merriam, KS 66203. Kindly review these TERMS carefully. By signing these TERMS, making a payment for waste hauling, and entering into an AGREEMENT with Buck Disposal LLC, you:

(a) Acknowledge and affirm that you have thoroughly read, comprehended, and accepted the TERMS, committing to be legally bound by them. (b) Acknowledge and affirm that you are binding the relevant company, organization, or legal entity for which you act ("Company"), or if no Company exists, you are binding yourself as an individual, to these TERMS. (c) Acknowledge and affirm that you possess the rightful authority, capability, and power to act on behalf of your Company or yourself, thereby binding to the TERMS. (d) Acknowledge and affirm that the TERMS might change periodically, and it is your responsibility to review them prior to every PURCHASE ORDER of waste hauling from Buck Disposal LLC. It is advisable to keep a printed copy of these TERMS (along with any referenced documents) for future reference.

TERMS OF USE

Orders

- By signing these TERMS and submitting payment, you express your willingness to procure waste hauling services from Buck Disposal LLC, adhering to these TERMS.
- You confirm that you are at least 18 years old to place a PURCHASE ORDER for waste hauling.
- You grant permission for Buck Disposal LLC to utilize the provided information to fulfill the PURCHASE ORDER.
- When you submit a PURCHASE ORDER, you are offering a binding agreement to Buck Disposal LLC to buy waste hauling under these TERMS. The acceptance and fulfillment of your PURCHASE ORDER rest with Buck Disposal LLC.
- Upon approval, an order confirmation/receipt will be sent by Buck Disposal LLC, signifying the acceptance of your PURCHASE ORDER. Please note that this acknowledgment does not constitute formal acceptance. Buck Disposal LLC holds the right to cancel a PURCHASE ORDER at any time before fulfillment, resulting in a refund as per section 9.1 below.
- If Buck Disposal LLC cannot process payment using the given method, or if there's a suspicion that you (i) do not qualify to purchase services due to breaches of TERMS or applicable laws, (ii) breach these TERMS, or (iii) engage in fraudulent activities, Buck Disposal LLC may take actions such as (a) halting product/service delivery, or (b) suspending your access to products/services.

Pricing

- The pricing for your ordered waste hauling, alongside additional applicable charges, will be communicated to you through phone or in-person communication. Buck Disposal LLC might accept digital, online, or electronic PURCHASE ORDERS.
- For commercial accounts, your waste hauling agreement includes 14 days of dumpster usage. Additional days are billed at \$20.00 per day or \$100 per week.

Taxes

All prices and amounts payable exclude any applicable taxes or charges imposed by jurisdictions. You are responsible for any Taxes, which will be clearly stated on your order confirmation/receipt. Taxes do not include net income, net worth, or franchise taxes levied on Buck Disposal LLC.

Payment Methods

Buck Disposal LLC accepts debit and credit cards and personal/business checks. Only recognized payment methods are accepted. Buck Disposal LLC doesn't provide credit terms. If you opt for third-party payment providers, you're bound by their terms. Buck Disposal LLC isn't accountable for third-party fees.

- Payment is due using the method selected in your PURCHASE ORDER. Credit or debit cards are charged upon fulfilling waste hauling. Verification/authorization of card payments is possible before accepting your PURCHASE ORDER. After acceptance, you receive an order confirmation/receipt detailing charges.
- Billing clients must settle payment within 10 days from the invoice date. If payment is delayed, Buck Disposal LLC reserves the right to charge the credit card on file for the due amount plus a 3% processing fee.

Dumpster Usage

- "Waste hauling" herein refers to the delivery, temporary use, and pick-up of Buck Disposal LLC dumpsters.
- Dumpster usage aligns with common practices: Municipal Solid Waste (MSW) and Construction and Demolition (C&D) debris. Mixing MSW and C&D in the same dumpster is prohibited.
- You affirm that your materials comply with federal, state, and local waste disposal laws. You assert legal "generator" status for any materials placed in the dumpster, accepting liability for disposal. Buck Disposal LLC is not considered "owner," "operator," or "arranger" under Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) terms.

- For dumpsters over 3 tons, additional fees may apply. Non-repairable damage leads to replacing the dumpster at your expense.
- The Department of Transportation requires that all containers be LEVEL FULL for any transport. Do not fill the dumpster above its top edges.
- Ensure a clear area for safe dumpster placement, providing 6 feet of clearance by the door and 3 feet on each side.
- Do not place dumpsters on public property without proper permits.
- Do not damage or modify dumpsters while in your possession.
- Buck Disposal LLC isn't liable for damage caused by its vehicles or dumpsters on your property.
- Placing a PURCHASE ORDER implies acceptance of these TERMS.

Penalties

Violations result in penalties:

- Improper disposal requires lawful disposal costs; additional fees apply for certain items.
- Violation of clearance requirements (\$150 trip charge + daily fee if not resolved before initial term)
- Damage repair costs (\$10/day penalty + repair costs if applicable)

Indemnification

You indemnify Buck Disposal LLC and its affiliates, employees, agents, from claims resulting from your actions or breaches.

Delivery

Waste hauling occurs on the date specified in your PURCHASE ORDER or based on dumpster availability.

Cancellation and Refund

9.1 Cancellations within 24 hours before scheduled delivery results in a full refund. Same-day cancellation incurs charges (\$100 if not started, \$150 if started). Credit card transactions include a deducted transaction fee from refunds.

Limitation of Liability

Buck Disposal LLC's cumulative liability under these TERMS is limited to the PURCHASE ORDER's value. Buck Disposal LLC isn't liable for indirect, incidental, or consequential damages.

Entire Agreement

These TERMS constitute the entire agreement and supersede prior discussions. No additional terms apply unless agreed upon in writing.

Governing Law

The agreement is governed by Kansas laws, and any disputes are subject to federal or state courts in Kansas City or Johnson County. Invalid provisions are enforced to the maximum extent permissible, and remaining TERMS remain valid.

Buck Disposal LLC
9301 West 53rd Street
Merriam, KS 66203
(913) 242-7695
www.buckdisposal.com

By signing, you acknowledge and agree to these TERMS.

Signature

Date