

Terms & Conditions of Sale

1. Offer and Acceptance

1. This document constitutes Wastequip, LLC's ("**Wastequip**") acknowledgement of the purchase order or other form of acceptance/order ("**Order**") issued by you ("**Buyer**") for the purchase of Wastequip provided products, materials, parts, components, systems or services described in the Order (each, and collectively, "**Product**"). By making a purchase inquiry, requesting a price quotation and/or placing an Order, Buyer makes an offer to purchase the Product and expressly AGREES to these terms and conditions of sale ("**Wastequip's Terms**"), and no other terms. The term "**Wastequip**" shall include any and all of Wastequip, LLC's subsidiaries and their affiliates.
2. An Order is not binding on Wastequip until Wastequip accepts the Order in writing or starts to perform in accordance with the Order. Buyer's requesting a price quotation and/or placement of an Order constitutes, Buyer's assent to and acceptance of all of the terms and conditions in Wastequip's Terms. Orders not accepted by Wastequip, as noted herein, shall be ineffective, null and void. The terms and conditions set forth in Wastequip's Terms will constitute the entire agreement relating to the purchase of the Products with respect to such Order, Buyer expressly ACCEPTS all of Wastequip's Terms, and any different or additional terms in or referenced in an Order, offer, counteroffer, acceptance or other communication from Buyer are not effective and are rejected by Wastequip. Unless otherwise specified in this or some other document signed by Wastequip, the terms and conditions of sale set forth in Wastequip's Terms apply to all Product sold or provided to Buyer by Wastequip.
3. All offers to sell and all sales by Wastequip are expressly conditioned upon Buyer's assent to Wastequip's Terms. Any terms in an Order, offer, counteroffer, acceptance or other communication which purport to reject, amend or alter some or all of Wastequip's Terms, by virtue of standard form language or otherwise, shall not change or reject acceptance of Wastequip's Terms. Buyer shall be required to set forth each objection to Wastequip's Terms in a separate writing signed and dated by Buyer and delivered to Wastequip prior to Wastequip's shipment of the Products. Wastequip's failure to object to provisions in an Order or any purchase order or other communication from Buyer (including, without limitation, penalty clauses or warranties of any kind), shall not constitute a waiver by Wastequip of Wastequip's Terms, nor an acceptance by Wastequip of any such provisions. Any terms in an Order or any other documents which are different from or in addition to Wastequip's Terms are rejected unless specifically

accepted by Wastequip in a separate document signed by both Buyer and Wastequip, regardless of whether such other terms would materially alter these Wastequip Terms. No course of dealing, custom or usage, which is contrary to Wastequip's Terms or otherwise shall be relevant to, supplement, explain or apply to these Wastequip Terms.

4. Each Order shall specify (i) the amount or quantity of the purchased Products, (ii) the location to which the ordered Products are to be shipped and (iii) the requested ship date. Wastequip reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, or acknowledgments and/or modify or revise an Order to comply with Wastequip's minimum order requirements, as communicated to Buyer.
5. The Wastequip Terms constitutes the entire agreement of the parties, and supersedes all prior written or oral representations made by the parties with respect to the subjects addressed in this agreement.

2. Prices, Shipment, Delivery, and Inspection

1. Prices are based on U.S. dollars and are F.O.B. Wastequip's designated point of shipment. If no price is included in Wastequip's acceptance of an Order, the Price shall be the price set out in Wastequip's published price list in force as of the date of the Order, as may be amended by Wastequip from time to time, with or without notice. Pricing is based on Buyer's anticipated Order prior to the expiration of Wastequip's Quote, including product specifications, quantities and timing. Any differences to Buyer's Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change and will be confirmed prior to acceptance of an Order. Wastequip reserves the right, by providing notice to Buyer at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to Wastequip which is due to any factor beyond Wastequip's control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. Prices may not include applicable freight or delivery charges, handling, loading, mounting, fuel surcharges, insurance, customs, duties, financing, fees, collection charges on draft or C.O.D. shipments or taxes (such as present or future sales, excise, use, ad valorem), brokerage fees, any export or import duties or any special arrangement for payment or shipment unless otherwise expressly noted. Any such charges may be prepaid by Wastequip and added to Buyer's invoice, and Wastequip reserves the right to change such prices and charges at any time prior to shipment. If Buyer is not tax exempt, final tax calculations are subject to change. If Buyer provides no carrier, routing

or packaging instructions, Wastequip shall have sole discretion as to mode, routing and/or packaging of shipment.

2. The Products subject to this sale and Buyer's Order shall be limited to those described in the Wastequip Invoice accompanying the Product and/or shipment.
3. Sales Tax will be charged on all shipments unless a current exemption certificate is on file with Wastequip. By paying with credit card, Buyer agrees to pay a processing fee on any transaction where Buyer pays with a credit card. The processing fee will be no greater than the lesser of the cost Wastequip incurred for processing the credit card payment for the transaction or the limit set on processing fees by applicable state law. No processing fees will be applied to credit card transactions in states where processing fees are prohibited. Buyer can avoid payment of this processing fee by providing payment by means other than credit card.
4. Risk of loss or damage to the Product shall pass from Wastequip to Buyer upon delivery to a carrier at point of Wastequip's shipment, unless expressly agreed to in writing. Any claim against carriers or for other physical loss of or damage to the Product shall be the responsibility of Buyer, and for its own account. Buyer shall remain responsible for payment of Product, notwithstanding the foregoing. If any part of any shipment is damaged or missing when it arrives, Buyer is required to take delivery, have delivery carrier acknowledge damage or shortage, and make proper notation on the freight receipt (failure to have carrier acknowledge damage may void any warranty and continue Buyer's responsibility for payment in full).
5. Any shipment, delivery, or performance date or associated fees stated in an Order, Wastequip Invoice or other contract document are an estimate and approximation only and does not constitute any guarantee of shipment, delivery, performance or fees on any particular date. Wastequip will not be liable for any or all damages resulting from any delay or early shipment, regardless of the cause of the delay or early shipment. Unless otherwise expressly stated, Wastequip shall have the right to make any delivery in installments, and/or may require Buyer accept shipments in full cartons/loads for some Products. Wastequip reserves the right to modify an Order based on Product availability. Further, any quotation of freight, transportation, shipping, handling or similar charges are estimates only; if such charges are included in the Price, any increase in rates becoming effective after the Order date shall be applied to the Order.
6. Buyer shall inspect and accept conforming Product or reject nonconforming Product delivered by or for Wastequip upon delivery to carrier at point of Wastequip's shipment or Buyer's designated facility, whichever is applicable to the Order. If an inspection or testing of the Product has been agreed upon prior to shipping, such inspection or testing shall be made at Wastequip's plant or other source of supply before shipment of the Product, and Buyer acceptance or rejection of the Product shall be made promptly and in any

event before shipment; no claims based on nonconforming Product will be considered thereafter. All Product delivered shall be conclusively deemed accepted and to conform to contract requirements unless rejection is made or specific objection or notice of nonconformity is given in writing to Wastequip upon such delivery. A Buyer's failure to inspect and accept or reject any Product pursuant to this provision shall be deemed a waiver of any subsequent claim of nonconformity.

7. On receipt of notification of rejection, Wastequip will arrange to receive back the Product for shipment and return. Wastequip may have an agent inspect the Product for nonconformity, including inspection made on return to Wastequip's point of shipment. If a Product is confirmed as nonconforming, Wastequip may thereafter ship other conforming Product following the notice of rejection, unless Buyer earlier notifies Wastequip to forego this shipment.
8. The Product subject to this sale, and any related technology or software, which is exported from the United States, Mexico, and/or Canada, is done in accordance with, and subject to, the applicable regulations and statutes on economic sanctions and trade embargoes. Buyer diversion, export or re-export, other transfer, finance, or facilitation is at Buyer's own expense; and if contrary to applicable laws, statutes or regulations is expressly prohibited and at Buyer's own risk.

3. Buyer Duties, Representations, and Assumption of Risk.

1. Buyer shall be familiar with and keep informed (without reliance on Wastequip) with regards to any hazards to persons and/or property involved in shipping, placement, delivery, loading, unloading, assembly, handling, use, movement, storage, resale and disposal of the Products. Buyer shall warn and advise its employees, customers, contractors, lessors, buyers, and others who lease, buy, work with, work around, handle, use, store or dispose of such Products of any such hazards.
2. Buyer represents and warrants that Buyer, not Wastequip, controls where and how the Product is transported, leased, resold, placed, loaded, unloaded, assembled, handled, used, stored, moved, or disposed of. Buyer also represents and warrants that Wastequip has no duty, right or ability to supervise, manage, control, or observe Buyer's leasing, selling, shipping, loading, placement, delivery, unloading, assembly, handling, use, storage and disposal of the Products. Buyer also represents and warrants that it has not informed Wastequip of where or how the Buyer intends to use the Product, and therefore that purchase of the Product is not an agreement in connection with or related to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating related thereto.
3. Buyer represents and warrants that the Products will not be used in connection with any applications where lease, resale, delivery, placement,

use, loading, unloading, assembly, handling, use, movement, storage, disposal failure, or malfunction could create a situation in which personal injury or death is likely to occur. Buyer shall ensure that Products are (i) installed, placed, used and maintained in accordance with manufacturer instructions, commercial standards, and applicable laws, statutes, regulations and requirements; and (ii) not leased or resold to members of the general public if Products are reasonably known to be for professional and/or commercial use only.

4. BUYER ASSUMES ALL RISK OF AND WAIVES ANY AND ALL CLAIMS AGAINST WASTEQUIP ARISING OUT OF OR RELATED TO PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS ASSOCIATED WITH LEASING, SELLING, SHIPPING, LOADING, PLACEMENT, DELIVERY, UNLOADING, ASSEMBLY, HANDLING, USE, STORAGE AND DISPOSAL OF THE PRODUCTS.

4. **Defense and Indemnity Obligations**

1. Buyer ("**Indemnifying Party**") shall defend (by advancing the fees and costs of counsel for Wastequip's defense, which counsel shall be of Wastequip's choosing), indemnify, and hold harmless Wastequip ("**Indemnified Parties**") against any and all claims, demands, judgments, losses, injuries, deaths, damages, liabilities, deficiencies, actions, interest, awards, penalties, fines, costs or expenses arising out of or related to leasing, selling, shipping, loading, placement, delivery, unloading, assembly, handling, use, maintenance, storage and disposal of the Products ("**Indemnified Claims**"). Examples of Indemnified Claims include (but are not limited to) claims of alleged physical injury, death, or property damages arising out of or related to: allegations of Buyer's, Wastequip's, or any other person's negligence; allegations of failure to warn, malfunction or defects, or similar product liability claims; and/or allegations failure to comply with any applicable laws or regulations. The right of Indemnified Parties to be defended, indemnified, and held harmless arises upon allegation (e.g., via demand letter, lawsuit, or similar claim), not determination of liability or fault and shall not be exclusive, but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.
2. In the event of an Indemnified Claim, the Indemnified Party will notify the Indemnifying Party of the Indemnified Claim in writing in at least the manner set forth in the Notice Provisions of Wastequip's Terms. The duty to defend and indemnify arises upon receipt of this notice or actual notice, whichever comes first. Actual notice by the Indemnifying Party of the Indemnified Claim supersedes any other notice requirement.
3. The Indemnified Parties have the right (but not the obligation) to control the selection of counsel, defense and settlement of any such Indemnified Claim using counsel of its own choosing subject to good faith consideration of the Indemnifying Party's input. The Indemnifying Party shall advance the cost of defense or assume the defense (at the option of the Indemnified Party),

covering all reasonable defense costs including attorneys' fees, litigation costs, and expert fees, as appropriate on at least a monthly basis, as well as any settlement or judgment. The Indemnifying Party shall cooperate, at its own expense, with the Indemnified Parties and its chosen counsel in all reasonable respects in connection with the defense and any related investigation or proceeding. The Indemnified Parties shall reasonably consult with the Indemnifying Party and consider in good faith its input concerning material aspects of the defense, including any proposed settlement. In no event shall the Indemnifying Party settle any Indemnified Claim without the Indemnified Parties' prior written consent.

4. Wastequip shall owe no duty or obligation to defend or indemnify Buyer, Buyer's customers, end users or any third party against any claims, including but not limited to product liability claims, workers compensation, personal injury claims, contract or any other claims arising out of or related to the leasing, selling, shipping, loading, placement, delivery, unloading, assembly, handling, use, storage and disposal of the Products. Buyer expressly waives any such defense and indemnity claims against Wastequip.
5. The intent of this provision and the Parties is, to the maximum extent permitted by law, to require the Indemnifying Party to defend and indemnify the Indemnified Parties against all Indemnified Claims, particularly those that arise after the Product is sold and leaves Wastequip possession, custody, or control.

5. Payments, Title and Security Interests

1. Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S. dollars. All payments by Buyer shall be without deductions for back charges, set-offs, other accounts between Wastequip and Buyer and the like, which shall be settled independently of the payment of the Invoice, unless expressly allowed under an applicable Wastequip Credit Memo or alternate written approval; provided, however, that Wastequip reserves the right of set-off against Buyer and any affiliated entities thereof. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made upon receipt of the applicable shipment by Buyer.
2. Should Buyer delay payment beyond the date it is due, interest and/or service charges may be charged by Wastequip on the unpaid balance at the highest rate allowable by law. All dishonored checks will be assessed a service charge at the highest rate allowed by law. Wastequip expressly reserves the right to modify payment terms, credit terms and/or limits, restrict delivery and/or place accounts on C.O.D. or cash-only status at any time.
3. Notwithstanding that risk of loss passes to Buyer upon shipment, Wastequip shall retain title and Buyer hereby grants to Wastequip a prioritized security interest in the Product and any proceeds therein until payment in full is received by Wastequip. At the request of Wastequip, Buyer shall sign all

financing statements and other documents required to attach, perfect, file or otherwise protect such security interest.

4. Wastequip shall provide payment instructions and the method of payment to Buyer; Wastequip and Buyer acknowledge that during the course of transactions, bad actors and imposters may take advantage of unguarded communications or other communication forms to fraudulently provide payment instructions in an effort to embezzle funds; in the event Buyer receives subsequent payment instructions (either from Wastequip, an entity acting or purporting to act as Wastequip, or an entity acting or purporting to act on Wastequip's behalf), Buyer shall immediately and independently contact Wastequip to confirm and verify the authenticity of any such subsequent payment instructions prior to making timely payment. Should Buyer fail to take these remedial actions and provide payment to subsequent and unverified payment instructions, Buyer hereby waives and releases Wastequip from any and all potential claims or liability, and Buyer shall remain responsible to Wastequip for full payment, in addition to all Buyer obligations.
5. Upon default by Buyer of the payment terms, non-payment of any outstanding balance or amount owed to Wastequip, or any other violation of the Wastequip Terms, Wastequip may exercise any or all of the following remedies with respect to the Product and/or purchases: (i) replevin or seizure by judicial process or otherwise; (ii) acceleration of remaining payments so that they are immediately due; (iii) cancellation, refusal to enter into or perform any Order; (iv) damages for any unpaid portions of the sales price, loss or for consequential or incidental damages; (v) indemnification from Buyer from and against loss, damages and expenses; (vi) interest and costs of collection including reasonable attorneys' fees and costs as permitted by North Carolina law, including N.C. Gen. Stat. § 6-21.2; and (vii) void all warranties as set forth in Section 19. This list of remedies is not exclusive or exhaustive and shall be cumulative and in addition to any other remedies available at law.

6. Modification or Cancellation

1. Without Wastequip's written consent, neither modification nor cancellation of an Order, nor deferred delivery of Products, completed or in production, beyond the earlier of the scheduled or actual shipping date(s) is permitted by Buyer or Buyer's agents or representatives. Modification, cancellation or suspension of an Order after acceptance by Wastequip may be made only upon written acceptance of Wastequip and on terms which will compensate Wastequip for loss (including loss of profits) due to the cancellation and shall include payment for work already completed and/or materials already used or purchased. Modification, partial cancellation or suspension may subject an entire Order to price revision, in Wastequip's discretion.
2. Notwithstanding anything contained herein to the contrary, Wastequip may reject in writing any Order submitted by Buyer for any reason, including if

Wastequip, in its sole discretion, determines that it cannot meet the quantity of purchased Products to be delivered or the requested shipment date specified in such Order.

7. Product Return Policy

1. All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Wastebuilt's supplementary Return Policy can be found by [clicking here](#), a hard copy of which is available upon request. If there is any conflict between the Wastebuilt Return Policy and the Product Return Policy contained in this Section 7, the terms of the Wastebuilt Return Policy shall control.
2. A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.
3. Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip.
4. Special order or non-stock items or other Product specified by Wastequip are not eligible for return.
5. Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable.
6. If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price.
7. Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar

days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.

8. Product Design and Intellectual Property

1. Buyer acknowledges that materials, sizes, descriptions or illustrations indicated on Wastequip sales literature, invoices, price lists, quotations, delivery tickets, catalogues, price lists or advertising are nominal sizes and representations intended for general information only; actual volume, products, sizes and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes, descriptions, illustrations and materials. Further, changes and improvements in the design and specifications of Product may be made from time to time by Wastequip and/or third party manufacturers of the Product and Wastequip (i) may substitute such Product for the Order and (ii) has no obligation to provide notice thereof to Buyer.
2. The supply of Product hereunder shall not cause, vest, grant or establish any permission, license or right in Buyer, Buyer's customer or end users of any Wastequip Intellectual Property without Wastequip's prior written permission (or the permission of a third party owner, if applicable).
"Intellectual Property" herein includes, but shall not be limited to, the Wastequip Product names, model numbers, logos, trade names, slogans, trademarks (registered or unregistered), distinctive shapes, service marks, patents, internet domain names, web addresses, web pages, website and URLs, works of authorship, expressions, designs and design registrations, (whether or not copyrightable), copyrights and copyrightable works, software and firmware, data, data files, databases, trade secrets, industrial and other intellectual property rights, specifications and documentation, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, now or hereafter owned or controlled by Wastequip.
3. Unless expressly authorized by Wastequip, Buyer shall not (i) use, grant or permit the use of any Wastequip Intellectual Property on, directly, or indirectly in connection with, any place of business or other facility; (ii) take any action that interfere(s) with any of Wastequip's rights in or to the Intellectual Property, including Wastequip's ownership or exercise thereof; (iii) challenge any right, title or interest of Wastequip in or to the Intellectual Property; (iv) make any claim or take any action adverse to Wastequip's ownership of the Intellectual Property; (v) register or apply for registrations, anywhere in the world, for Wastequip's trademarks or any other trademark that is similar to Wastequip's trademark(s) or that incorporates the Intellectual Property in whole or in confusingly similar part; (vi) use any mark, anywhere, that is confusingly similar to the Intellectual Property; (vii) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Intellectual Property; (viii) misappropriate any of the Intellectual Property; (ix) alter, obscure or remove any of Wastequip's trademarks or

trademark or copyright notices or any other proprietary rights notices placed on the Products, marketing materials or other materials that Wastequip may provide.

4. Irrespective of whether the Product manufactured or supplied hereunder is made to Wastequip or Buyer's drawings or designs, Wastequip shall be under no liability whatsoever to Buyer for alleged patent, trademark or other intellectual property infringement.
5. Buyer hereby represents and warrants to Wastequip that any request by Buyer or its agents to affix or install on or in any Product any licensed material ("**Licensed Material**") including, but not limited to, logos, trademarks, service marks, patents, or copyrighted material, that such request is made with permission from the lawful owner of the Licensed Material ("**Owner**"), that Buyer has the right to grant permission to Wastequip to use the Licensed Material, and that the use of such Licensed Material by Wastequip will not in any way infringe upon or violate any applicable law, rule or regulation, any contract with a third party of Buyer or any rights of the Owner or any other third party, including, without limitation, rights of patent, trade secrets, trademark or copyright. Consistent with the defense and indemnification obligations set forth in Paragraph 4 above, Buyer agrees to defend, indemnify, and hold harmless Wastequip, its parent company, its subsidiaries, affiliates, successors and assigns, and their respective directors, officers, shareholders, employees, agents and assigns, from and against any and all claims, demands, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' and professionals' fees and costs), and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any claims that the use of the Licensed Material infringes or misappropriates any intellectual property rights of Owner or any third party.

9. Force Majeure, Storage Fees, and Time

1. Wastequip shall not be liable or responsible to Buyer, Buyer's customers, lessees, or end users, nor be deemed to have defaulted under or breached these Terms or an Order, for any failure or delay in fulfilling or performing any term of these Wastequip's Terms, for loss, damages, or nonperformance in whole or in part, including elimination or substitution of quantities affected, when and to the extent the failure or delay is caused by or results from acts beyond Wastequip's control, including the following Force Majeure and similar events: strikes, labor disturbances, embargoes, tariffs, blockades, material shortages, non-manufacturing conditions, delays or failures of Wastequip's suppliers (including Buyer, if applicable), carriers or communications, epidemics, fire, flood, storms, accident, riot, war, invasion, hostilities (whether declared or not), terrorist threats or acts, civil unrest, national or regional emergency, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including

quarantine or other employee restrictions, governmental mandate, requisition or priorities, acts of God, or other causes beyond Wastequip's reasonable control. Wastequip may, during any period of shortage due to any of said cause, prorate its supply of such Products among its customers under this and other orders and agreements in such manner as Wastequip may solely deem fair and practicable. Buyer shall have no Force Majeure rights or remedies hereunder.

2. Wastequip reserves the right to charge Buyer a storage fee for Products scheduled for pickup by Buyer or Buyer's customer, in the event such Product is not removed from Wastequip's designated shipment location upon the Wastequip designated shipment date.
3. Time is not of the essence with respect to any times or dates. However, any dates for payments from Buyer to Wastequip and Product Returns noted herein are of the essence.

10. Non-Waiver

1. No failure by Wastequip to (a) exercise any right accruing to it by virtue of the Wastequip/Buyer relationship; or (b) enforce strict performance under Wastequip's Terms or under any contract of sale entered into with the Buyer, shall in any event operate as a waiver thereof or preclude the exercise of any other right or privilege by Wastequip. The rights and remedies reserved herein shall be cumulative and additional to all other rights and remedies available to Wastequip in law, equity or otherwise.

11. Confidential Information

1. All non-public, confidential or proprietary information of Wastequip shall remain confidential, is solely for the use of performing and/or fulfilling an Order and may not be disclosed, copied or disseminated unless authorized by Wastequip in writing ("**Confidential Information**") includes, but is not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Wastequip to Buyer, whether disclosed orally, visually, or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with an Order). Wastequip shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.
2. The supply of Product hereunder shall not cause, vest, grant or establish any permission, license or right in Buyer, Buyer's Customer or End Users of any Wastequip Confidential Information. Unless expressly authorized by Wastequip, Buyer shall not (i) use, grant or permit the use of any Wastequip Confidential Information; (ii) take any action that interfere(s) with any of Wastequip's rights in or to the Confidential Information, including Wastequip's ownership or exercise thereof; (iii) challenge any right, title or

interest of Wastequip in or to the Confidential Information; (iv) make any claim or take any action adverse to Wastequip's ownership of the Confidential Information; or (v) misappropriate any of the Confidential Information.

12. Notice

Any notice required or contemplated hereunder by one party to the other shall be in writing and delivered personally or sent by facsimile or by prepaid registered mail or Fed Ex to Wastequip at the Invoice address or to Buyer at Wastequip's last known address for Buyer on file.

13. Limitation of Actions

Any action by Buyer arising out of Wastequip's acceptance of an Order or arising out of Buyer's acceptance of the Product supplied must be commenced within one year after shipment of the Product. Buyer waives any rights to bring claims against Wastequip related to the Product after this one-year limitation period expires. This one-year limitation shall apply regardless of whether facts giving rise to any potential claim are discovered or discoverable within this one year period, which shall not be subject to any discovery rule.

14. No Third-Party Beneficiaries

Buyer's Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of Wastequip's Terms. The parties do not intend that the application of the Wastequip's Terms shall create a right of enforcement in any third party and, in fact, the parties expressly intend that there be no third parties with standing to enforce any provision herein unless expressly agreed to in writing by Wastequip. In the event Buyer obtains funding from a third party, Buyer agrees that such third-party shall have no rights as a third-party beneficiary to Wastequip's Terms.

15. Equitable Remedies

Buyer acknowledges and agrees that Products are manufactured pursuant to a material purchase and production schedule that relies on the accuracy and performance of Buyer's obligations as set forth in Orders and that (a) a breach or threatened breach of any of its obligations hereunder would give rise to irreparable harm to Wastequip for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Buyer of any obligations, Wastequip shall, in addition to any and all other rights and remedies that may be available to Wastequip at law, at equity or otherwise in respect of the breach, be entitled to adequate assurances of Buyer's performance, equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages do not afford an adequate remedy. Buyer waives any defenses and agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent

jurisdiction of an order granting equitable relief, in either case, consistent with these Wastequip's Terms.

16. Governing Law, Forum, Judgment

1. These Wastequip's Terms, and all related documents, rights and obligations of the Buyer and Wastequip, and the construction and effect of any contract or agreement formed between them shall be governed by the laws of the State of North Carolina, exclusive of choice of law provisions, and all claims arising out of Wastequip's Terms and all contemplated transactions or breach thereof, whether sounding in contract, tort, statutory or otherwise, shall be governed by the laws of North Carolina, excluding that State's choice of law principals.
2. Buyer consents to the personal jurisdiction and forum of United States District Court for the Western District of North Carolina or, if such court does not have subject matter jurisdiction, the courts of the State of North Carolina, sitting in Mecklenburg County. Buyer agrees these forums are convenient and reasonable, and Buyer further agrees that it will not commence any action, litigation or proceeding of any kind against or by Wastequip in any way arising from or relating to the Products, Wastequip's Terms and all contemplated transactions or breach thereof, whether sounding in contract, tort, statutory or otherwise in any forum other than the United States District Court for the Western District of North Carolina or, if such court does not have subject matter jurisdiction, the courts of the State of North Carolina, sitting in Mecklenburg County and any appellate court from any thereof.
3. Wastequip expressly reserves the right to, and may commence any action, litigation or proceeding of any kind against Buyer in any way arising from or relating to the Products, Wastequip's Terms and all contemplated transactions or breach thereof, whether sounding in contract, tort, statutory or otherwise, in any forum Wastequip chooses. Buyer waives defenses based on personal jurisdiction and forum non conveniens, as well as the right to seek to remove an action initiated in State court to Federal court, and the right to make a motion to transfer an action from one Federal court to another.
4. Buyer agrees that a final judgment in any action, litigation or proceeding hereunder is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
5. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability hereunder.

17. Entire Agreement, Severability, Assignments Prohibited, Amendments

There are no other terms and conditions applicable to the purchase and sale of Wastequip's Product other than those contained herein. Without limitation of anything contained herein, Buyer acknowledges that neither it, nor any other person has relied on any other express or implied representation or warranty, either written or oral, on behalf of Wastequip, including any representation or warranty arising

from statute or otherwise in law. No modification, amendment, waiver or other change of any provision of Wastequip's Terms shall be binding on Wastequip without Wastequip's express written consent. Invalidity of any provision of Wastequip's Terms shall not affect the validity of any other provision of this document and any invalid provision shall be severed from the valid provisions. Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations under an Order or these Wastequip Terms without the prior written consent of Wastequip. Any purported assignment or delegation in violation of this Section shall be null and void; and no assignment or delegation shall relieve Buyer of any of its obligations hereunder unless expressly agreed to by Wastequip. Wastequip may at any time assign, transfer or subcontract any or all of its rights or obligations under an Order without Buyer's consent. Wastequip reserves the right to change and does change, modify, amend and/or discontinue these Terms from time to time, with or without individualized notice to Buyer. Any such changes, modifications, and amendments shall be applicable prospectively to purchases after these changes, modifications, and/or amendments are publicly available.

18. Survival

These Wastequip Terms, which by their nature should apply beyond their terms will remain in force after any termination, expiration, completion or fulfillment of an Order. All rights and remedies provided Wastequip in these Terms are cumulative and not exclusive, and the exercise by Wastequip of any right or remedy does not preclude the exercise of any other rights or remedies that may now or later be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

19. LIMITED WARRANTIES

WASTEQUIP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Wastequip warrants only Products of that are manufactured or sold by Wastequip, or by a Wastequip authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Wastequip's obligations under this warranty are limited to the repair, replacement, or credit, as hereinafter provided at Wastequip's option, of such Product and/or parts and components thereof for which a valid warranty claim has been made during the applicable warranty period. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Wastequip shall endeavor to provide Buyer with such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Wastequip makes no other warranty or nor takes on any other duty of its own on any Product. Wastequip does not take on or assume warranty obligations of third party part, component or Product suppliers, and expressly disclaims and does not obligate itself to any warranty on any Product.

Wastequip's sole obligation with respect to warranties of third parties is to provide Buyer information, if it exists, regarding any such third-party warranty so that Buyer may decide whether to invoke it. As a condition precedent to Wastequip honoring its own repair and replacement warranty as set forth herein, Buyers must first complete a Product Warranty Registration Form upon delivery, where applicable (retaining a copy for Buyer's records), provide proof of purchase or ownership, and maintain and provide to Wastequip upon request accurate records of date of installation of all OEM and aftermarket parts.

Specific warranty periods are listed herein. Repair or replacement does not extend or reset the warranty beyond the original period, and unless otherwise stated, repaired or replaced parts are warranted only for the balance of the original warranty period for the original part. Warranties for certain products are limited to the original purchaser only.

Wastequip does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Wastequip does not warrant Product that has been: altered, modified, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Wastequip products, aftermarket or non-OEM parts without Wastequip authorization; neglected or subjected to improper protection or handling; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended free-standing capacity; damaged from automated grasper or unauthorized compaction or volumetric reduction actions; used in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Wastequip. All of the foregoing shall void any and all warranty obligations.

This limited warranty does not apply to Product changes or nonconformities caused by normal use, nor does it cover normal operating costs, adjustments, or consumables including but not limited to costs to readjust pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear.

"Aftermarket parts" are not genuine OEM parts, may impact the performance characteristics of Buyer's vehicle, equipment or other systems and therefore may not be recommended in any application that require the use of genuine OEM parts. Buyers are solely and completely responsible for evaluating their Product whether it is a vehicle, equipment or system to ensure the appropriateness of aftermarket parts. Wastequip does not warrant the appropriateness of aftermarket parts,

regardless of manufacturer. Wastequip does not warrant any aftermarket or used Products, which are sold "as is" unless otherwise noted by Wastequip. Wastequip does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Wastequip. Further, Wastequip does not warrant any Products that have had serial numbers removed, altered or defaced. Wastequip does not warrant any damage or nonconformity related to use of non-Wastequip approved aftermarket or non-OEM parts.

Wastequip shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, damages from loss of use (even loss of use is while Wastequip is repairing or replacing a nonconforming Product pursuant to this limited warranty), cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law.

If Wastequip, without separate compensation and/or outside any warranty coverage, provides Buyer, Buyer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the recipient of said advice agrees to follow it at their own risk and expense, and further agrees that in exchange for the furnishing of such advice or assistance to waive any and all claims and liability of Wastequip whether in contract, tort (including negligence and strict liability) or otherwise related to such advice.

If any depiction, sample, model or demonstration was shown to or provided Buyer, such depiction, sample, model or demonstration merely illustrates the general type and quality of Product, and is not to be construed as a representation or warranty of any kind and certainly not a warranty of fitness for any particular purpose.

If Wastequip authorizes any labor costs associated herewith, such will be solely in accordance with Wastequip established labor rates. Authorization for repairs or related work on Products other than at a Wastequip facility or authorized service center must be through prior written consent by Wastequip; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Failure to timely submit any such claims for reimbursement shall constitute a waiver and release of any Wastequip warranty or reimbursement obligation. Travel time approved in advance by Wastequip for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, in accordance with Wastequip's Terms and provided such

Product is manufactured by Wastequip and deemed by Wastequip to be nonconforming or otherwise, in Wastequip's sole discretion, in need of repair or replacement under this limited warranty, Wastequip may, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in Wastequip's discretion); (ii) provide Buyer with a credit in an amount Wastequip determines to reflect the diminution in value of the Product due to the nonconformity on its account in an amount in any event which shall not exceed to the original purchase Price of the nonconforming Product; and/or (iii) require that Buyer tender any such warranty claims to the third party manufacturer or supplier of the Product under the third party manufacturer or supplier's warranty, as applicable, upon which Wastequip may endeavor to assist Buyer or Buyer's customer in resolution. Wastequip will accept warranty claims only from the Buyer or in the event of Buyer's resale, redistribution, installation or other similar action, unless otherwise noted, from Buyer's customer, end user or third party that directly purchased the Product from Buyer through a legitimate resale of a new Product or one with remaining warranty term and applicability. Resale does not reset the warranty period. Wastequip reserves the right to examine all Products, parts, or components to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Wastequip's Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains unpaid. In any action brought against Wastequip, regardless of the form or forum, Wastequip shall not be liable to Buyer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Wastequip in favor of Buyer, end user, customer or any third party exceed the amount paid to Wastequip by Buyer for the Product, to the extent allowed by law. Wastequip shall have no duty or obligation to defend or indemnify Buyer, end user, Buyer customer or any third party from potential claims related to the Product. The parties agree that the foregoing remedy is reasonable and does not cause the Wastequip's Terms to fail of its essential purpose.

In the event of Buyer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Wastequip, Buyer shall merely and solely pass the applicable Wastequip limited warranties herein on to Buyer's customer, end user or third party, as applicable, but make no warranty on its own binding Wastequip, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of these Wastequip Terms and disclaimer of any Wastequip warranty, in writing or otherwise.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF

DEALING OR CUSTOM OR USAGE OF TRADE, AND WASTEQUIP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE VOIDS ANY WARRANTY OBLIGATION.

EXCEPT AS EXPRESSLY SET FORTH IN WASTEQUIP'S TERMS, WASTEQUIP'S PRODUCTS ARE PROVIDED 'AS IS' AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. WASTEQUIP DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE BUYER OR BUYER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE BUYER IN CONNECTION THEREWITH; BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO WASTEQUIP'S TERMS, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER WASTEQUIP'S TERMS, OR THE SUPPLYING OF PRODUCTS TO BUYER OR ANY SERVICES PROVIDED TO BUYER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF WASTEQUIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR INJURY. IF ANY SAMPLE, DEPICTION, MODEL OR DEMONSTRATION WAS SHOWN TO OR PROVIDED BUYER, SUCH SAMPLE, MODEL OR DEMONSTRATION MERELY ILLUSTRATES THE GENERAL TYPE AND QUALITY OF PRODUCT, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT A PRODUCT WILL CONFORM TO SUCH SAMPLE, MODEL OR DEMONSTRATION

BUYER'S AND/OR BUYER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST WASTEQUIP SHALL BE THE REMEDY OF REPAIR OR REPLACEMENT OR CREDIT (IN WASTEQUIP'S SOLE DISCRETION) AS SET FORTH IN AND LIMITED BY WASTEQUIP'S TERMS, WITH ANY SUCH OBLIGATIONS BEING LIMITED BY AND SUBJECT TO THE TIME PERIOD SPECIFIED HEREIN. WASTEQUIP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF BUYER AND BUYER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF PRODUCT OR ANY RELATED SERVICES FROM WASTEQUIP, WHETHER BASED ON CONTRACT, MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.

IN NO EVENT SHALL WASTEQUIP BE LIABLE TO BUYER, BUYER'S CUSTOMER, END USER OR THIRD PARTY, WHETHER ARISING UNDER PERFORMANCE OF WASTEQUIP'S TERMS (OF WHICH THIS LIMITED AND CONDITIONAL WARRANTY IS

A PART), OR BREACH OF SUCH TERMS, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF BUYER AND BUYER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER, WITH BUYER EXPRESSLY WAIVING ANY AND ALL SUCH CLAIMS.

20. No other warranties

There are no warranties, express or implied, which provide rights or extend beyond the separate written warranty periods referenced herein.

LIMITED WARRANTY PERIODS AND OTHER LIMITATIONS (BY PRODUCT)

Unless specified below for particular products, parts and business lines, Wastequip's limited repair and replacement warranty for all Products is for a period of twelve (12) months from date of shipment from the Wastequip designated shipping point to Buyer.

Amrep Manufacturing Company Products

The warranty period for all Amrep Manufacturing Company Products manufactured and provided by Amrep Manufacturing Company or an Amrep Manufacturing Company authorized dealer is for a period of twelve (12) months from the date of shipment from the Amrep Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Cylinders – New: Twelve (12) months from date of shipment or installation, whichever is earlier; Rebuilt: Six (6) months from date of shipment or installation, whichever is earlier.

Container Pros Products

The warranty period for all Container Pros services and Products provided or installed by Container Pros is as follows below. The warranty period begins on the date of Product installation by Container Pros or authorized Container Pros contractor.

- Wastequip OEM Products: One (1) year for OEM cylinders; Thirty (30) days for all other Wastequip OEM Products.
- Aftermarket Products: Two (2) years for all aftermarket cylinder Products.; One (1) year for Spring Brake 3030 Standard Stroke; Thirty (30) days for all other Aftermarket Products manufactured by Wastequip.
- The warranty period for all other Products shall be for a period set forth in the third-party manufacturer's warranty, unless otherwise specifically indicated in authorized Container Pros documentation provided directly to Buyer.
- Service – Thirty (30) days from completion of service on material defects in workmanship performed by Container Pros or authorized Container Pros contractor, from the date of completion of service; Installed Products – as per above.

Foster Hydraulics Products

The warranty period for all Foster Hydraulics Products manufactured and provided by Foster Hydraulics is for a period of twelve (12) months from the date of shipment from the Foster Hydraulics designated shipping point.

Galbreath Products

The warranty period for all Galbreath Products manufactured and provided by Galbreath or a Galbreath authorized distributor is for a period of twelve (12) months from date of shipment from the Galbreath designated shipping point, unless otherwise specifically indicated as follows:

- Galbreath Roll-Off Hoist – twelve (12) months from date of shipment from the Galbreath designated shipping point; Twenty-four (24) months from date of shipment from the Galbreath shipping point for the oil reservoir, pump, hydraulic control valve and hydraulic cylinders.
- Galbreath Compaction Equipment – One Hundred Eighty (180) days from initial installation or Two Hundred Seventy (270) days from date of shipment from the Galbreath designated shipping point, whichever occurs first.
- Galbreath Pak Force Series Compaction Equipment – Twenty-four (24) months from initial installation or Thirty (30) months from date of shipment from the Galbreath designated shipping point, whichever occurs first.
- Galbreath Material Handling Product/Hoppers – Ninety (90) days from date of shipment from the Galbreath designated shipping point.
- Galbreath New Vehicle/Body – Twelve (12) months from date of shipment from the Galbreath designated shipping point; Ninety (90) days from date of shipment from the Galbreath designated shipping point for bearings, linings, drums, air relay valves, tandem bushings and lighting.
- Galbreath Replacement Parts – Thirty (30) days from date of shipment from the Galbreath designated shipping point.

Mountain Tarp™ and Pioneer® Products

The warranty period for all Mountain Tarp and Pioneer Products manufactured and provided by Mountain Tarp/Pioneer or a Mountain Tarp/Pioneer authorized distributor is for a period of twelve (12) months from date of shipment from the Wastequip designated shipping point, unless otherwise specifically indicated as follows:

- **Mountain Tarp Tarps** – Six (6) months on defects in stitching and assembly from date of shipment. Tarp fabric warranty shall be for a period set forth in the applicable third-party manufacturer's warranty
- **Pioneer Rack 'n Pinion™ Strong Arm (RP4500SA) models (excluding tarp fabric)** – Five (5) years from date of shipment from the Wastequip designated shipping point if shipped on or after 8/1/2017.
- **Motors (1.1 HP 60:1 and 1.3 HP 90:1)** – Thirty-Six (36) months from date of shipment from the Wastequip designated shipping point.
- **Motors (Chain Drive)** – Twelve (12) months from date of shipment from the Wastequip designated shipping point.

Toter Containers and Products:

The limited repair and replacement warranty for all Toter Products manufactured and provided by Toter or a Toter authorized distributor is only available to the original purchaser of the Product, and is not transferable through resale, redistribution, installation or other similar action, as follows:

- **Toter Wheeled Containers (Residential Wholesale/Municipal)** – Rotomolded Container Body only – Twelve (12) Years from the date of shipment from the Wastequip designated shipping point; All other components – Ten (10) years from date of shipment from the Wastequip designated shipping point.
- **Toter Wheeled Containers (Industrial/Commercial/Institutional)** – Two (2) years from date of shipment from the Wastequip designated shipping point; Ninety (90) days from date of shipment from the Wastequip designated shipping point for casters, frames, tow hitches and locks.
- **Toter Wheeled Containers (Residential Retail)** – Ten (10) years from date of shipment from the Wastequip designated shipping point.
- **Toter Bear Resistant Containers** – Five (5) years from date of shipment from the Wastequip designated shipping point; Ninety (90) days from date of shipment from the Wastequip designated shipping point for steel components, including locking mechanism.
- **Toter Automated Bear Tight Containers** – Three (3) years from date of shipment from the Wastequip designated shipping point; Ninety (90) days from date of

shipment from the Wastequip designated shipping point for steel components, including locking mechanism.

- **Toter Atlas Containers** – Two (2) years from date of shipment from the Wastequip designated shipping point.
- **Toter Round Can** – Two (2) years from date of shipment from the Wastequip designated shipping point for body/lid; Ninety (90) days from date of shipment from the Wastequip designated shipping point for components.
- **Toter Slimline** – Two (2) years from date of shipment from the Wastequip designated shipping point for body/lid; Ninety (90) days from date of shipment from the Wastequip designated shipping point for components.
- **Toter Front Load Containers (2, 3 and 4 cubic yard)** – Three (3) years from date of shipment from the Wastequip designated shipping point for body, lids, lift pockets and fasteners; Ninety (90) days from date of shipment from the Wastequip designated shipping point for casters and non-plastic components; provided, that replacement after the first twelve (12) months shall be subject to a pro-rata replacement cost (plus freight).
- **Toter Automated Litter Containers (Industrial/Commercial/Institutional)** – Two (2) years from date of shipment from the Wastequip designated shipping point for body, lid, hinges, base and fasteners.
- **Toter Cart Lifter/Dumpster Units** – One (1) year from date of shipment from the Wastequip designated shipping point.
- **Toter Tilt Truck** – Two (2) years from date of shipment from the Wastequip designated shipping point.

Wastequip Manufacturing Company and Confab Manufacturing Company Products

The warranty period for all Wastequip Manufacturing Company and Confab Manufacturing Company Products manufactured and provided by Wastequip Manufacturing Company/Confab Manufacturing Company or a Wastequip Manufacturing Company/Confab Manufacturing Company authorized distributor is for a period of twelve (12) months from date of shipment from the Wastequip Manufacturing Company/Confab Manufacturing Company designated shipping point, unless otherwise specifically indicated below. For purposes of the below warranty periods “structural” means non-moving components that are joined via welding; “parts” means components that can be removed without physically altering the equipment (i.e. binders, electrical components, hoses); and “labor” means material defects in workmanship.

Self-Contained Compaction Equipment:

- **265XP, 265 XPHT, 265IP, and CleanPak™** – Five (5) years structural, Two (2) years parts, one (1) year labor from date of shipment from the Wastequip/Confab designated shipping point.
- **365XSEE Super Energy Efficient Models** – Three (3) years structural, Three (3) years parts, one (1) year labor from date of shipment from the Wastequip/Confab designated shipping point.
- **All Other Self-Contained Models** – Three (3) years structural, two (2) year parts and one (1) year labor from date of shipment from Wastequip/Confab designated shipping point.
- **Standard Compaction Equipment**
APC, 445XHD-PC, 445HXD-7-PC, 645HXD-PC/15, 45XHD-7-PC/20/30, 645XHD-D-72 thru 1250XHD, Precrusher and Transfer Station Models – One (1) year structural, parts and labor; from date of shipment from the Wastequip/Confab designated shipping point.
- **Power Unit** - Three (3) years structural, two (2) year parts and one (1) year labor from date of shipment from Wastequip/Confab designated shipping point.
- **All other Stationary Compactor Models** – Three (3) year structural, one (1) year parts and labor from date of shipment from the Wastequip/Confab designated shipping point.
- **Vertical Baler, Vertical Compactor, Container Lifters and Dehydrator Models** – One (1) year structural, parts and labor from the date of shipment from the Wastequip/Confab designated shipping point.
- **Steel Containers** – Twelve (12) months from date of shipment from the Wastequip/Confab designated shipping point.

Wastebuilt Environmental Solutions Products

The warranty period for all Wastebuilt Environmental Solutions Products provided or installed by Wastebuilt Environmental Solutions or a Wastebuilt Environmental Solutions authorized dealer is as follows below. The warranty period begins on the date of Product installation by Wastebuilt or Wastebuilt authorized dealer – if not installed by Wastebuilt or Wastebuilt authorized dealer, the warranty period begins on the shipment date from the Wastebuilt or Wastebuilt-authorized designee designated shipping point.

- **Wastequip OEM Products:** Ninety (90) days for OEM Steel Bottoms; One (1) year for OEM cylinders; Thirty (30) days for all other Wastequip OEM Products.
- **Aftermarket Products:** Two (2) years for all aftermarket cylinder Products; One (1) year for Spring Brake 3030 Standard Stroke; Thirty (30) days for all other aftermarket Products
- The warranty period for all other Products shall be for a period set forth in the third-party manufacturer's warranty, unless otherwise specifically indicated in authorized Wastebuilt documentation provided directly to Buyer.

- **Service** – Twelve (12) months on material defects in workmanship performed by Wastebuilt, from the date of completion of service; Installed Products – as per above.

Wastequip WRX Products

The warranty period for all Wastequip WRX services and Products provided or installed by Wastequip WRX is as follows below. The warranty period begins on the date of Product installation by Wastequip WRX.

- **Wastequip OEM Products** – One (1) year for OEM cylinders; Thirty (30) days for all other Wastequip OEM Products.
- **Aftermarket Products** – Two (2) years for all aftermarket cylinder Products.; One (1) year for Spring Brake 3030 Standard Stroke; Thirty (30) days for all other Aftermarket Products manufactured by Wastequip.
- The warranty period for all other Products shall be for a period set forth in the third-party manufacturer's warranty, unless otherwise specifically indicated in authorized Wastequip WRX documentation provided directly to Buyer.
- **Service** – Twelve (12) months on material defects in workmanship performed by Wastequip WRX, from the date of completion of service; Installed Products – as per above.

(WQ Rev. 10/06/2025)