

DUNGSTER LLC

The General Terms and Conditions for Product Sales

Dated April 10th, 2023.

1. These General Terms and Conditions must be read and used with the executed Products Sales Agreement ("Sales Agreement") signed by the Parties.
2. Buyer shall also pay the other charges in accordance with this Sales Agreement to the fullest extent allowed by the law, including but not limited to:
 - a. charges for optional services, if any;
 - b. applicable taxes, if any;
 - c. upon any agreed Product returns: loss of, or damage or repair to the Products, loss of use, the diminution of the Products value caused by damage to it or repair to it, and cost to enforce such charges including administrative fees for processing the claim and legal expenses until the Products is paid in full if any;
 - d. unless due to the fault of the DUNGSTER LLC, all fines, penalties, court costs and other expenses related to the Products;
 - e. all costs incurred to collect unpaid monies due;
 - f. \$25 Dollars or the maximum amount allowed by law, whichever is greater, for making payments with insufficient funds.

General: DUNGSTER LLC reserves the right to charge Buyer default interest of 2% per month applied against overdue amounts, or the maximum rate permitted by law, whichever is less. Buyer shall reimburse DUNGSTER LLC for all costs incurred in collecting any past due payments, including, without limitation, attorneys' fees. All sums payable to DUNGSTER LLC shall be payable to Dungster LLC, in U.S. dollars at 8210 Franklin Road, Girard PA 16417 USA unless otherwise specified. The amount of credit or terms of payment may be changed, or credit withdrawn by DUNGSTER LLC at any time. If, in DUNGSTER LLC's sole judgment, Buyer's financial condition does not justify the terms of payment specified herein, DUNGSTER LLC may cancel the Purchase Order unless Buyer immediately pays for all Products and Services that have been offered on credit and pays in advance for all Products and Services yet to be supplied. Product held for Buyer is at Buyer's sole risk and expense. Buyer may not withhold payment of any amount due to DUNGSTER LLC because of any set-off, counterclaim, abatement, or other similar deduction.

3. **Applicability.** The Sales Agreement and the terms and conditions herein (these "Terms") and any attached Dungster Proposal are the only terms governing the sale of goods ("Products") and/or services ("Services") by Dungster LLC to the Buyer. Any accompanying DUNGSTER Proposal, and these Terms (collectively, this "Sales Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. DUNGSTER LLC hereby notifies Buyer in advance that DUNGSTER LLC objects to any terms and conditions in Buyer's purchase order or other document which are additional to or different

from this Sales Agreement, whether such additional or different terms would materially alter this Sales Agreement. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of Products and/or Services, the terms and conditions of said contract shall not prevail to the extent they are inconsistent with these Terms. If the parties establish a contract through performance or conduct, the terms of that contract shall be supplemented by this Sales Agreement. In the event of any conflicting and/or different terms and conditions, this Sales Agreement prevails followed by DUNGSTER LLC's proposal and then Buyer's purchase order (the "Purchase Order") if any.

4. **Taxes:** All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, DUNGSTER LLC's income, revenues, gross receipts, personnel or real or personal property or other assets.
5. **Risk of Loss or Damage, Security Interest:** Title and risk of loss passes to Buyer upon delivery of the Products FOB. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to DUNGSTER LLC a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest.
6. **Shipment and Delivery Dates:** Buyer acknowledges delivery dates are subject to compliance with payment terms, transportation availability; and all shipment and delivery dates are estimates and subject to change. DUNGSTER LLC will communicate without undue delay in writing or electronically any revised shipment dates. UNDER NO CIRCUMSTANCES SHALL DUNGSTER LLC BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY DELAY IN EITHER SHIPMENT OR DELIVERY.
7. **Inspection/Acceptance:** Buyer shall report to DUNGSTER LLC in writing any damage incurred during shipping immediately upon receipt. Failure of Buyer to inspect the Product or performance of Services and notify DUNGSTER LLC of any defect within 5 days after delivery constitutes a waiver of Buyer's right to inspect and shall be deemed equivalent to acceptance as provided in Section 2-606 of the Uniform Commercial Code ("UCC"). If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to DUNGSTER LLC's notice that the Products are ready to ship, or if DUNGSTER LLC is unable to ship the Products because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) DUNGSTER LLC, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

8. **Documentation:** Manufacturer's manuals, if any, will be provided in digital format (i.e., by memory stick or otherwise) upon delivery of the Product.
9. **Safe Operation and Indemnity:** Buyer shall use, and require all persons operating a Product to use, any and all proper and safe operating procedures set forth in the operator's manual and instruction sheets relating to the Product. Buyer must use all safety devices delivered and recommended and may not remove or modify any safety device or warning sign installed on or attached to a Product. Buyer shall indemnify, defend, and hold DUNGSTER LLC and its affiliates and their respective directors, officers, agents, employees, and suppliers harmless from and against all liability that arises as a result of the action or omission of Buyer or its directors, officers, agents, employees, subcontractors, or affiliates.
10. **Commissioning Services:** Unless otherwise agreed with Buyer, the setup and installation of a Product sold by DUNGSTER LLC to Buyer does not form part of the Sale. Buyer shall be fully responsible for the setup and installation of the Product in accordance with the instructions and installation manuals supplied by DUNGSTER LLC and applicable legal requirements including the providing of any/all composting vessels be they dumpsters or other composting vessels.
11. **Limited Warranty:** DUNGSTER LLC warrants to Buyer that the Product, in-vessel composting Products, will be free from defects in material and workmanship for a period of 12 months from delivery or 3,000 operating hours, whichever occurs first. All other Products, including but not limited to replacement parts, repair parts, and consumables, will be free from defects in material and workmanship for a period of 90 days from shipment; and Services will be free from defects in performance and workmanship for a period of 90 days from performance. For this limited warranty to apply, Buyer must comply with all applicable installation, service, storage, and maintenance requirements stipulated by the manufacturer or in the Products manual. An action for breach of warranty must be commenced within one (1) month after the breach occurs. EXCEPT AS EXPRESSLY STATED IN DUNGSTER LLC'S PROPOSAL AND THE PRECEDING SENTENCES OF THIS PARAGRAPH, DUNGSTER LLC (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS, MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. DUNGSTER LLC shall not be liable for a breach of the warranties set forth in this Section 11 unless: (i) Buyer gives written notice of the defect, reasonably described, to DUNGSTER LLC within fourteen (14) days of the time when Buyer discovers or ought to have discovered the defect; (ii) DUNGSTER LLC is given a reasonable opportunity after receiving the notice to examine the defect; and (iii) DUNGSTER LLC is reasonably able to verify Buyer's claim that the Product or Service is defective. Warranty claims must be made in writing to DUNGSTER LLC at the following address: Dungster LLC, 8210 Franklin Road, Girard PA 16417, Attn.: Warranty Claims Manager. DUNGSTER LLC, at its option, will repair or replace any Product found to be defective in materials or workmanship or re-perform the defective Services, or refund the price paid for such Product or Services. THE FOREGOING

REMEDY IS EXCLUSIVE AND IS GRANTED IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT WILL DUNGSTER LLC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND. This warranty does not cover damage resulting from ordinary wear and tear, neglect, accident, alterations, failure to follow instructions, fire, or acts of God. Shipping costs to and from DUNGSTER LLC are not covered by this warranty and shall be paid by Buyer. Nothing in this Sales Agreement shall exclude or limit DUNGSTER LLC's warranty or liability for losses that may not be lawfully excluded or limited by applicable law.

12. **Buyer's Insolvency:** If Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then DUNGSTER LLC may: (a) refuse to deliver any Product or Service except in exchange for cash; (b) stop delivery pursuant to Section 2-702 of the UCC; or (c) where DUNGSTER LLC discovers that Buyer has received Product on credit while insolvent, DUNGSTER LLC may immediately reclaim the Product. This provision shall have no effect on DUNGSTER LLC's right to require assurance under Section 2-609 of the UCC or a letter of credit.
13. **Reservation of Rights:** DUNGSTER LLC expressly reserves all rights and remedies which are available to it at law or in equity, including, but not limited to, the rights and remedies set forth in the UCC.
14. **Intellectual Property:** All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, and trade secrets) embodied in the Products as well as the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to DUNGSTER LLC or the applicable suppliers or licensors, and Buyer shall have no rights whatsoever in any of the above, except as expressly granted in this Sales Agreement. The Buyer and all those associated with the Buyer agree the sold Products have both published and unpublished intellectual property value and they agreed to protect and not infringe those property rights by reverse engineering or copying the inherent workings of the Products. DUNGSTER LLC shall be entitled to injunctive relief for any violation of this Section.
15. **Notices:** All notices to be given with respect to this Sales Agreement, unless otherwise provided for, shall be given in writing, return receipt requested, to DUNGSTER LLC or, respectively, Buyer at the address shown on page 2 Products Sales Agreement ("Sales Agreement").
16. **Severability:** If any provision of this Sales Agreement should be found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Sales Agreement will remain in full force and will not be terminated.
17. **Binding Effect:** This Sales Agreement 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 these Terms.

18. **Validity:** All prices are valid for 30 days from date of DUNGSTER LLC's proposal unless otherwise agreed in writing by DUNGSTER LLC.
19. **Confidentiality:** All non-public, confidential or proprietary information of DUNGSTER LLC, including but not limited to, specifications, samples, patterns, designs, plans, drawings, assembly procedures, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by DUNGSTER LLC to Buyer, whether disclosed orally 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 this Sales Agreement is confidential, solely for the use of performing this Sales Agreement and may not be disclosed or copied unless authorized in advance by DUNGSTER LLC in writing. Upon DUNGSTER LLC's request, Buyer shall promptly return all documents and other materials received from DUNGSTER LLC. DUNGSTER LLC shall be entitled to injunctive relief for any violation of this Section. This Section does 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 Buyer on a non-confidential basis from a third party.
20. **Force Majeure:** Under no circumstances shall Buyer hold DUNGSTER LLC responsible (and DUNGSTER LLC shall not be liable) for breach, damages or delays in performance caused by force majeure, extreme weather or other acts of God, acts of terrorism, strike, or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure or delay in transportation, failure of normal sources of supply, change in law or other act of government, or other events beyond the reasonable control of DUNGSTER LLC.
21. **Limitation of Liability:** DUNGSTER LLC WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (B) LOSS OF USE OF A SYSTEM; (C) LOSS OF BUSINESS OPPORTUNITY; (D) BUSINESS INTERRUPTION OR DOWNTIME; OR (E) PRODUCTS NOT BEING AVAILABLE FOR USE. DUNGSTER LLC'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SALES AGREEMENT (INCLUDING ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S). THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DUNGSTER LLC'S SALE OF PRODUCTS OR SERVICES TO BUYER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.
22. **Modification:** This Sales Agreement, including any DUNGSTER LLC proposal to which it is attached, constitutes the entire contract among the parties pertaining to the subject matter hereof and supersede all prior oral and written understandings, communications, or agreements

between the parties in connection therewith. No amendment to or modification of this Sales Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. No modification or alteration of these provisions shall result by DUNGSTER LLC's shipment of goods following receipt of the Purchase Order or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. No course of prior dealings between the parties shall be relevant to supplement or explain any term hereof.

23. **Assignment:** DUNGSTER LLC may assign, subcontract, or delegate in whole or in part this Sales Agreement, or any rights, duties, obligations, or liabilities under this Sales Agreement, by operation of law or otherwise, provided that DUNGSTER LLC shall remain responsible for the performance under this Sales Agreement. Otherwise, neither party may assign this Sales Agreement without the permission of the other.
24. **Governing Law:** The validity, performance and construction of this Sales Agreement, and any Purchase Order issued pursuant hereto, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on this Sales Agreement.
25. **Venue:** Any legal suit, action, or proceeding arising out of or relating to and Sales or Rental Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in Erie County, or if applicable, by the Small Claims District Court of McKean/Fairview Township, 8952 West Main Street, McKean PA, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Nothing contained herein will prevent DUNGSTER LLC from bringing any action or exercising any rights against Buyer, an issuing or confirming bank if payment is made by letter of credit, or Buyer's property within any other state or nation.
26. **Limitation Period:** EXCEPT AS OTHERWISE SET FORTH IN SECTION 11 ABOVE, AN ACTION FOR BREACH OF THIS SALES AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURED.
27. **Survival:** Provisions of these Terms which by their nature should continue to apply will remain in force after any termination or expiration of this Sales Agreement including, but not limited to, the following provisions: 4 (Payment and Delivery Terms of the Products Sales Agreement ("Sales Agreement")) and these General Terms 1 and 2 (General Terms) , 9 (Safe Operation; Indemnity), 13 (Reservation of Rights), 14 (Intellectual Property), 16 (Severability), 19 (Confidentiality), 21 (Limitation of Liability), 24 (Governing Law), 25 (Venue), and 26 (Limitation Period).
28. **Restrictions on Use.** Buyer shall not:
 - a. Permit the Products to be used by any person who is not trained to use the Products.
 - b. Operate or use the Products or permit it to be operated or used in violation of law.

- c. Operate or use the Products or permit it to operator and be used to commit a violation of law;
- d. Operate, use, maintain or store the Products in a manner likely to cause damage to the Environment.

29. **Indemnification and Liability.** Buyer shall indemnify, defend, and hold harmless DUNGSTER LLC from and against any claim, demand, cause of action, loss, or liability (including attorney's fees and expenses of litigation) for any environmental damage, property damage or personal injury arising from Buyer's use of Products by any cause, except to the extent caused by DUNGSTER LLC's gross negligence or willful misconduct. The provision of this article shall survive the termination of this Sales Agreement with respect to any claims or liabilities accruing before such termination. In no event shall the DUNGSTER LLC be liable for any indirect, special, or consequential loss or damages arising from use of the Products, including but not limited to lost profits and lost revenue, even if informed of the possibility of such damages.
30. **Waiver.** No waiver by DUNGSTER LLC of any of the terms, provisions, or conditions hereof or any modification of such terms, provisions, or conditions shall be effective unless made in writing and signed by an authorized representative of DUNGSTER LLC. Any failure of DUNGSTER LLC to enforce at any time, or for any period of time, any of the provisions of this Sales Agreement shall not constitute a waiver of such provisions nor of DUNGSTER LLC's right to enforce each and every provision hereof. DUNGSTER'S acceptance of payment with knowledge of a default by Buyer shall not constitute a waiver of any breach.
31. **Severability.** In the event any provision of this Sales Agreement is held by a court or other tribunal of competent authority to be unenforceable, that provision shall be enforced to the maximum extent permissible under the applicable law and other provisions of this Sales Agreement will remain in full force and effect. Parties further agree that in such event, it is a necessary part of this Sales Agreement they will begin negotiations for a suitable replacement provision.
32. **Headings.** Paragraph headings used in this Sales Agreement are only for reference and should not be used or relied upon in the interpretation of this Sales Agreement.
33. **Counterparts.** This Sales Agreement, and any amendment thereof, shall be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. Buyer acknowledges receipt of a copy of this Sales Agreement and acknowledges having read and understood the foregoing.
34. **Used and Reconditioned Products.** Unless otherwise stated, subject Products shall be new or substantially new. Used and reconditioned Products may at times be preferred. For example when its current proximity, its immediate availability or its cost to acquire is desirable. Some used Products can have a very long useful life, measured even in decades, and therefore it can be placed into service with little or no real concern as to its remaining useful service life. Roll-off

dumpsters are or could be such Product. Used and/or reconditioned Products will be offered for sale from time to time provided it is:

- a. **Noted as used and/or reconditioned**
- b. **Its age will be estimated**
- c. **Its present value, or discount from a similar item's new value is estimated.**

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