

Terms and Conditions of Service

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These Terms and Conditions of Service ("TOS") apply to all Services that Simply Hauling ("SH") provides to Customer. The TOS form part of every Agreement between SH and Customer.

An Agreement between Customer and SH includes:

A service proposal or quote from SH accepted by Customer as described below; a request for Services, including a proposed work order, submitted by Customer and accepted by SH; or other communications in which Customer and SH agree that SH will provide Services at an agreed price.

1. Customer Acceptance of TOS

Customer accepts these TOS in full, without changes, when the first of the following occurs: (a) Customer signs and returns a written Agreement to SH; (b) Customer accepts a quote from SH, through its website or otherwise; (c) Customer directs or knowingly permits SH to begin Services described in an Agreement; or (d) Customer acknowledges acceptance of an Agreement by another reasonable means.

SH rejects additional or different terms in Customer's term sheets, purchase orders, documents, or communications, whether written or spoken. Those terms bind SH only if an authorized SH representative expressly agrees to them in a separate signed writing.

2. Services Provided

All services SH provides, including related products and materials, are referred to as Services. The Agreement identifies the Services SH will provide.

Hauling and Bulk Debris/Refuse Removal. Pricing is typically based on cubic yards or load size. SH will provide pricing upon request. Dump fees per load and applicable taxes are additional, are Customer's responsibility, and will be included on the invoice for Services.

Customer must provide SH with free access to each service site and give advance notice of known or suspected hazards, hazardous materials, or hazardous conditions at the site or associated with the requested Services. Customer will indemnify and hold SH harmless from related costs, liabilities, and expenses, including attorney fees, except to the extent the hazards or conditions were introduced by SH. This obligation is subject to the limits in Section 16.

Changes Affecting an Individual Job. If SH becomes aware of conditions that may affect a job's scope, price, or schedule, SH will promptly notify Customer and explain the proposed adjustment.

Additional Services or changes to agreed pricing require written approval from authorized representatives of both SH and Customer before SH proceeds with the affected work. Charges calculated using an already agreed pricing method, such as actual volume or disposal weight, remain subject to that Agreement.

Changes to Recurring Agreements. SH will notify Customer in writing of proposed changes to recurring-service pricing or substantial changes to these TOS at least 45 days before the next renewal. Those changes take effect at the beginning of the next term. A renewal notice does not, by itself, change the price or scope of Services already agreed for the current term.

3. Timing of Services

Start and completion dates are estimates and are not guaranteed. SH will schedule a date and time and use commercially reasonable efforts to begin as scheduled, weather and workload permitting.

SH will notify Customer of the scheduled date and time and any changes. If a deposit is required, SH will not begin the Services until the deposit is received.

4. Service Disputes

Customer must communicate any service dispute to SH in writing as promptly and clearly as possible, and no later than 30 days after the event giving rise to the dispute. SH will take prompt and appropriate action to resolve any valid dispute it receives.

Unless prohibited by applicable law, a service dispute not submitted within that 30-day period is waived.

5. Term of Agreements and Automatic Renewals

A one-time service does not, by itself, create a recurring agreement or automatically renew.

For recurring Agreements, the Effective Date is the date SH first provides Services under the Agreement. The Initial Term runs from that date through December 31 of the same year. The Agreement then automatically renews for successive one-year terms unless terminated sooner under the Agreement.

Either party may prevent renewal by giving the other party written notice at least 30 days before the current term expires.

These TOS continue to apply to Services provided before termination takes effect.

6. Changes to These TOS

SH may update these TOS and publish the revised version on its website. New Customers are subject to the TOS in effect on the Effective Date of their Agreement.

For existing recurring Customers, changes take effect at the beginning of the next renewal term only if published on SH's website or provided to Customer in writing at least 45 days before that term begins. Substantial changes will also be communicated directly to Customer in writing at least 45 days before renewal.

Customer should review the applicable TOS and written notices before renewal and may request a current copy from SH. Failure to prevent renewal under Section 5 constitutes acceptance of changes communicated in accordance with this section.

Updates do not retroactively change an accepted one-time job. Changes to an individual job remain subject to the written-approval requirements in Section 2.

7. Pricing

Pricing for Services is stated in the Agreement. All prices are in U.S. dollars and are subject to correction for clerical errors. SH may withdraw a quote that Customer has not accepted within 30 days.

Job-specific pricing provided directly to Customer in writing controls over general website pricing. Changes to an individual job's agreed pricing require written approval as described in Section 2.

Changes to recurring-service pricing require direct written notice to Customer, including by email to the address Customer provided, at least 45 days before the next renewal. The new pricing takes effect at the beginning of the next term.

Customer should review pricing notices before renewal. Failure to prevent renewal under Section 5 constitutes acceptance of pricing changes communicated in accordance with this section.

8. Additional Fees and Costs

In addition to the agreed pricing, Customer agrees to promptly pay or reimburse SH for the following upon notice:

Chargebacks. Costs and fees associated with or resulting from a chargeback, meaning a dispute involving a credit card, debit card, or bank account that may reverse a payment.

Insufficient Funds. Costs and fees associated with or resulting from a payment returned because the account did not have enough funds.

Fuel Surcharge. If the cost of gas exceeds \$3.00 per gallon, Services may be subject to a fuel surcharge of up to 6% of the service cost.

Taxes. Required sales, consumer, use, value-added, and similar taxes on Services will be included on Customer's invoice.

Dispute-Related Discounts. A discount provided to resolve a service or billing dispute will be revoked and the discounted amount restored if Customer does not pay the invoice containing that discount on time.

9. Payment Terms

Customer must pay each invoice in full within 30 days after it is delivered.

Any unpaid invoice balance will accrue simple interest beginning the day after its 30-day payment deadline, at 18% per year (1.5% per month), or the maximum lawful rate, whichever is lower. Interest applies only to unpaid principal and will not compound.

SH may, at its discretion, suspend Services when an unpaid balance is more than 14 days past due, until Customer brings the account current. SH is not responsible for delays caused by a suspension for nonpayment or late payment.

10. Billing Disputes

Customer must notify SH in writing of any billing dispute as promptly as possible, and no later than 30 days after the disputed invoice is delivered. The notice should identify the disputed charge and explain the concern clearly.

SH will promptly review the concern and take appropriate action to resolve any valid billing dispute.

Unless prohibited by applicable law, a billing dispute not submitted within that 30-day period is waived.

We want the chance to make things right, even if it's been a while. SH may choose to revisit a concern after the deadline and work toward Customer's complete satisfaction. That choice does not waive the deadline or create an ongoing obligation.

11. Limited Warranty

SH will perform the Services with appropriate care, using personnel with the skill, experience, and qualifications needed for the work. Services will be performed professionally, in a workmanlike manner, and consistent with generally recognized industry standards for similar services. SH will devote adequate resources to meeting its obligations under the Agreement.

EXCEPT FOR THIS LIMITED WARRANTY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SH DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, PRIOR DEALINGS, PERFORMANCE, TRADE USAGE, OR OTHERWISE.

12. Photos and Video

SH may take photos or video before, during, and after Services to document site conditions, work performed, and completion of the job.

Customer authorizes SH to use images of the work on its website, social media, and advertising materials, subject to the privacy protections below.

We like showing what we do. We also respect that your property, and your business, is yours.

Before publishing, SH will crop, blur, or otherwise remove identifiable faces, street addresses, license plates, private documents, and other personal information unless separately authorized by the affected person. Customer's acceptance of these TOS does not provide permission on behalf of tenants, visitors, or other individuals.

13. Events Beyond Our Control

Sometimes life gets in the way of even the best-laid plans.

SH will be excused from performing its obligations only to the extent, and for the time, that circumstances beyond its reasonable control prevent or delay performance. These may include severe weather, public health orders, material shortages, labor disruptions, quarantines, or similar events.

SH will promptly notify Customer when such an event affects scheduled Services, explain the anticipated impact as reasonably known, and make reasonable efforts to resume performance when conditions permit.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

SH WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED THAT SUCH DAMAGES COULD OCCUR.

SH'S TOTAL LIABILITY ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT CUSTOMER PAID TO SH DURING THE 12 MONTHS IMMEDIATELY BEFORE THE INCIDENT GIVING RISE TO THE CLAIM.

THIS LIMIT APPLIES REGARDLESS OF WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANOTHER LEGAL THEORY.

NOTHING IN THIS SECTION EXCLUDES OR LIMITS LIABILITY THAT APPLICABLE LAW DOES NOT ALLOW SH TO EXCLUDE OR LIMIT.

15. Attorney Fees and Costs

This section does not apply to "Consumers" or "Consumer Transactions" as defined in Ohio Revised Code Section 1345.01.

For other Customers, and to the extent permitted by applicable law, Customer is responsible for reasonable attorney fees and costs SH incurs to enforce the Agreement or these TOS, including reasonable collection efforts to recover unpaid amounts.

16. Indemnification

To the extent permitted by applicable law, Customer will indemnify and hold SH harmless from losses, damages, costs, and expenses, including reasonable attorney fees, arising from third-party claims caused by Customer's failure to comply with these TOS.

This obligation applies only to the extent the claim results from Customer's failure to comply. It does not require Customer to cover losses caused by SH's own negligence or misconduct.

17. Electronic Signatures and Copies

An Agreement may be signed in separate copies. Each signed copy will be treated as an original, and together they form one Agreement.

Signed copies delivered by email, PDF, fax, or other electronic means will be treated as originals.

To the extent permitted by applicable law, electronic signatures and electronic acceptance will have the same effect as handwritten signatures. This section does not replace the other methods of acceptance described in these TOS.

18. General Terms

Governing Law and Courts. Ohio law governs the Agreement and these TOS, without applying conflict-of-law rules. To the extent permitted by applicable law, disputes will be brought in a state or federal court with jurisdiction over the location where some or all of the related Services were performed.

Transfer of Rights or Responsibilities. Customer may not transfer its rights or responsibilities under the Agreement without SH's prior written consent. Any attempted transfer without that consent is void.

Selling the property or changing property management does not, by itself, release Customer from payment or other obligations arising from Services already provided. Any release of Customer must be expressly agreed to by SH in writing.

Separate Provisions. If a provision is found invalid or unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

Flexibility Does Not Waive Rights. SH may choose to extend a courtesy or allow an exception. Doing so does not waive its right to require compliance with the Agreement on another occasion or with any other provision.

Additional Rights. SH's rights and remedies under the Agreement and these TOS are in addition to those available under applicable law.

19. Entire Agreement

The Agreement, including these TOS, contains the complete agreement between SH and Customer concerning the Services it covers. It replaces prior discussions, proposals, and understandings concerning those same Services, except those expressly included in the Agreement.

Changes to an individual Agreement require written approval from authorized representatives of both SH and Customer. Additional Services also require written approval from both parties before the additional work begins.

Updates to these TOS and recurring-service pricing remain subject to the notice requirements and renewal procedures stated in these TOS. Those procedures do not authorize changes to an individual job beyond what the Agreement otherwise permits.

Date of TOS: October 26, 2026