Simply Hauling

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.

For household-goods transportation governed by Ohio Administrative Code Chapter 4901:2-19, applicable pickup, delivery, reasonable-dispatch and delay-notification requirements control over any inconsistent general timing provision in this section.

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.

The 30-day deadline and waiver above do not apply to claims for damaged or missing household goods governed by Ohio Administrative Code Chapter 4901:2-19. For those claims, Customer has at least 60 days from the move to file a claim. SH will acknowledge receipt within 15 days and respond within 30 days, as required by the applicable moving rules. Longer periods or other rights required by law remain available.

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.

For household-goods transportation governed by Ohio Administrative Code Chapter 4901:2-19, rates, charges, estimates and changes must be consistent with applicable tariff and disclosure requirements. General website pricing does not replace the shipment-specific estimate and documents required for the move.

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. SH will identify any applicable surcharge in the quote or Agreement before Customer accepts. This provision does not authorize an unapproved change to an accepted job or bypass the recurring-service notice requirements in these TOS.

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.

For moving, SH will identify any fuel, travel, vehicle, equipment, access, waiting or other charge in the applicable written estimate before Customer accepts. This section does not authorize an undisclosed moving charge or override applicable tariff and estimate requirements.

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.

THE PAYMENT-BASED CAP AND OTHER LIMITATIONS ABOVE DO NOT REPLACE OR REDUCE REIMBURSEMENT RIGHTS FOR LOST OR DAMAGED HOUSEHOLD GOODS GOVERNED BY OHIO ADMINISTRATIVE CODE CHAPTER 4901:2-19. APPLICABLE MOVING VALUATION RULES AND VALID SHIPMENT-SPECIFIC ELECTIONS CONTROL.

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.

20. Moving and Individual-Item Transport

Local Service. The advertised local moving offer is for pickup and delivery within I-270 in the Columbus area. SH confirms the actual addresses, access, requested services and availability before accepting a move. Work outside that area requires a separate written quote.

Hourly Moving. The advertised hourly rate is $50 per man-hour, with a two-hour minimum for each agreed crew member. One person working one billable hour equals one man-hour. For example, two crew members are $100 per hour, with a two-hour minimum labor charge of $200. SH and Customer agree on the crew size and minimum total in writing before booking; the crew size is not left open for SH to increase without approval.

Stairs and Access. SH asks about floor levels, flights of stairs, elevators, parking and carrying distance to estimate how long the work will take and plan the move. Carrying items down three flights of stairs can take longer than a ground-level move. For hourly moving, labor charges follow the agreed crew size and billable time, subject to the agreed minimum; SH does not charge a separate labor fee per step or floor. Individual-item total quotes follow the agreed written quote.

What the Price Includes. Before Customer accepts, the written estimate identifies the crew, requested work, estimated total, two-hour minimum, when billable time starts and ends, how time is measured, and the treatment of travel, the vehicle, equipment and any other charges. The hourly figure alone is not a complete price for an unspecified move. SH will record the billable time and crew used and explain the resulting charge.

Individual Items. SH may instead offer one agreed price for individual-item transport based on item size and quantity, pickup and delivery locations, access and handling. The written estimate states the total and what is included. An agreed individual-item price is an alternative to hourly pricing; the hourly minimum is not automatically added to it.

Customer Work Order. A website form, email or other customer request is a proposed work order. It should identify the customer and contact details; pickup and delivery addresses and unit numbers; requested dates or time windows; items and quantities; stairs, elevators, parking and carrying routes; additional stops; and known handling concerns. Submission records the requested work but does not, by itself, confirm a booking, final price or schedule. SH must review and accept the work and provide the applicable estimate and required transportation documents.

A customer request email is not a substitute for a carrier estimate, receipt or bill of lading required by law.

Changes and Clear Pricing. If the items, addresses, access, crew or requested services change, SH will explain any effect on the scope, price or schedule and obtain the required approval before performing the affected additional work. Charges based on billable time already agreed in the written estimate follow that agreed method. Required estimate addenda and other moving documents remain applicable.

Preparing for the Move. Customer must have authority to request movement of the listed items, provide accurate location and access information, and disclose known hazards, unusual weight, fragile items, existing damage and special handling needs. Customer and SH will agree on packing, preparation and any disassembly or reassembly included in the work. Items to move, items to leave and material to discard must be clearly identified; this paragraph does not excuse SH from the care required by Section 11 or applicable law.

Household-Goods Protections. For household-goods transportation governed by Ohio Administrative Code Chapter 4901:2-19, applicable law and tariff requirements control over inconsistent general provisions in these TOS. General website acknowledgment does not select a valuation limitation, deductible, repair election or other option requiring separate disclosure and personal initials. SH will provide the applicable estimate and shipment documents, including required disclosures and choices, before or at the times required for transportation. Customer retains the claim and reimbursement protections described in Sections 4 and 14 and all other nonwaivable rights.

Date of TOS: October 27, 2026