



## MASTER TERMS & CONDITIONS

These Terms & Conditions ("Terms") govern the provision of organics collection and related services ("Services") by My Green Michigan, LLC ("MGM") to the customer ("Client"). By receiving Services or signing the Service Agreement, Client agrees to these Terms.

### 1. Payment Terms

- Invoices are due within 30 days of the invoice date.
- Accounts with invoices more than 60 days past due may have service paused until payment is made.
- A finance charge of 1.5% per month, or the maximum allowable by state law, applies to past-due balances.
- Client agrees to pay any collection costs incurred, including reasonable attorney's fees.

### 2. Service Scope

- MGM will provide organics-rated carts for the collection of food scraps and approved compostable materials.
- Service frequency and cart count will be agreed upon in the Service Agreement and may be adjusted with notice.
- Only materials approved by MGM and/or certified by the Biodegradable Products Institute (BPI) may be placed in carts.
- MGM contracts hauling and composting services to ensure uncontaminated loads are diverted from landfill.

### 3. Contamination & Weight

- Carts must be free of glass and contain no more than 1.5% contamination by volume.
- Overweight or contaminated carts will not be serviced and may result in additional charges, including landfill tipping fees and trucking costs.
- Contamination rates and landfill fees are based on current market value and may change.

### 4. Damaged Carts

- Normal wear and tear is expected. Carts are expected to last a minimum of three (3) years.
- Carts damaged beyond normal wear and tear may be replaced at the Client's expense at current market rates.

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### 5. Scheduling & Access

- Service days and times may vary due to weather, mechanical issues, or route changes.
- Carts must be staged in the agreed-upon location and accessible for pickup.

### 6. Compliance with Law

- Both Parties must comply with all applicable federal, state, and local laws and regulations.
- MGM prohibits offering or accepting bribes or facilitation payments to or from public officials or other persons.

### 7. Warranties

- MGM warrants that Services will be performed in a professional and workmanlike manner.
- MGM disclaims all other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose.

### 8. Confidentiality

- All non-public information exchanged in connection with Services is confidential and may not be disclosed without written consent, except as required by law or as needed to perform Services.

### 9. Limitation of Liability

- MGM's liability to Client for any claim arising out of or related to Services is limited to the total amount paid by Client to MGM in the 12 months preceding the claim.
- In no event will either Party be liable for indirect, incidental, or consequential damages.

### 10. Term & Termination

- These Terms remain in effect for as long as Client receives Services from MGM.
- Either Party may terminate with 30 days' written notice, or immediately for material breach if not cured within 30 days.

### 11. Governing Law

- These Terms are governed by the laws of the State of Michigan.

Last updated: August 2025