

Terms and Conditions

United States

Updated 12/20/09

READ THE FOLLOWING TERMS CAREFULLY. THE CONTAINER AND OUR SERVICES ARE PROVIDED TO YOU SUBJECT TO THE TERMS. USE OF THE CONTAINER OR ANY BAGSTER® SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS. These terms and conditions ("Terms") govern the relationship between you, WM Bagco, LLC or any affiliate thereof collectively referred to herein as BAGSTER® ("BAGSTER") and any distributor from whom you may have purchased the BAGSTER® bag [the "Container"] from ["Distributor"]. You must read and agree to the following Terms. If you do not accept these Terms, our services may not be used by you, however, you may return the Container within five (5) business days [the "Return Period"] from the day you received the Container. To exercise your return right, call BAGSTER at 1.877.789.2247 prior to the expiration of the Return Period for return instructions or return the Container to the place of purchase prior to the expiration of the Return Period. BAGSTER offers the Container for the removal and disposal of certain types of household debris [the "Debris"]. See Bagster Filing Guidelines.

USE OF CONTAINER - You are responsible for compliance with all state, Federal and local laws, rules and regulations, and for properly using, and loading the Container in accordance with the instructions on the product package, on the Container itself, and those set forth on the BAGSTER Web site ["Web Site"] from time to time, [www.thebagster.com]. **You may only use the Container for items permitted in the Instructions.** You are responsible for the contents of the Container (including hazardous waste). You may only use the Container as permitted in the instructions included with the Container. Collection and disposal fees are not included in the purchase price of the Container. You are responsible for all collection and disposal fees. Except as expressly set forth in these Terms, BAGSTER has no other obligation, express or implied, to provide additional services or products to you or your customers, including but not limited to loading, collecting or disposal relating to the Container. In the event that you do not follow these Terms or any other instructions provided by BAGSTER, BAGSTER reserves the right to reject the Container.

DISCLAIMER OF WARRANTY - THE CONTAINER IS PROVIDED **"AS IS, WHERE IS"** AND BAGSTER AND ITS SUPPLIERS AND SHIPPERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT, NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BAGSTER AND ITS SUPPLIERS, OFFICERS, AGENTS, AFFILIATES, SHIPPERS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO THESE TERMS OR THE CONTAINER OR SERVICES RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR COMPENSATORY, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE CONTAINER AND SERVICES RENDERED. IN NO EVENT SHALL BAGSTER BE RESPONSIBLE FOR YOUR INABILITY TO PROCURE DISPOSAL OF THE CONTAINER.

DIFFERENT OR ADDITIONAL TERMS - Acceptance of your offer to purchase the container is expressly made conditional on assent to the terms provided herein. Any additional or different terms or conditions contained in any document furnished by you, including but not limited to any acknowledgment, are deemed to be material and are hereby objected to and rejected by BAGSTER. If such agreement shall be deemed an offer or counter-offer by you, BAGSTER expressly rejects such offer or counter-offer and limits acceptance to the terms contained herein and expressly objects to any different or additional terms proposed by you and any actual performance by you thereafter shall be deemed a renewal of the offer contained in these terms and conditions and acceptance thereof by you. Your use of the container will constitute acceptance of these terms without change.

INDEMNITY - You will indemnify, defend (at BAGSTER'S option), and hold harmless, BAGSTER and its parent, subsidiaries, affiliates, and directors, shareholders, agents, carriers, shippers, couriers, and employees thereof (each of them "Indemnitees"), from and against any fine, penalty, loss, cost, damage, injury, claim, expense, including reasonable attorneys' fees, or liability (individually and collectively "Liabilities"), including, but not limited to, Liabilities associated with or arising out of material in the Container, improper packaging of the Container, environmental matters, shipment of unauthorized materials, failure to follow BAGSTER'S instructions included with the Container or contained on the Web Site, or a breach of any warranty, representation or covenant by You even if negligence of BAGSTER is alleged to have caused or contributed to the Liabilities. This Section will survive any termination of the parties' relationship.

ENTIRE AGREEMENT, CONSTRUCTION - The Terms constitute the entire agreement between You and BAGSTER with respect to the purchase and use of any Container or services superseding all prior communications, agreements or correspondence between us or our representatives; provided, however, obligations which apply to your use of the Container set forth on or in the Container, the package in which the Container is sold or on the Web Site from time to time, such as shipping instructions and any updated Terms, are hereby incorporated herein. It is your obligation to check and be aware of such obligations when receiving, using, and disposing of the Container. No provision of the Terms shall be added or deemed waived, amended, or modified by either party unless such additional waiver, amendment, or modification be in writing signed by the party against whom enforcement is sought. The heading or subheadings of paragraphs contained in these Terms are used for convenience and ease of reference and will not limit the scope or intent of the clause. The laws applicable to these Terms will be the laws of the State of Texas without regard to its conflict of laws. If either party commences suit, action or other legal proceeding against the other that relates to these Terms or any Container or services, the forum for the same, including without limitation the forum of the trial, will take place only in Harris County, Texas. Both parties agree to accept the exclusive jurisdiction of such courts and both parties waive any objection to venue in such courts. Each provision of these Terms will be interpreted so as to be valid under applicable law. If any provision of these Terms is found invalid, to the extent possible, it will be amended in such a manner that the invalid provision will be made valid under applicable law without invalidating the remainder of that provision or any other provisions of these Terms.

CANCELLATION POLICY — If you need to cancel your scheduled collection, we require notification within one (1) business day of your scheduled collection. To cancel collection, please call BAGSTER at 1.877.789.BAGS [2247], Monday through Sunday, 6:00 a.m. to 11:00 p.m. (CST).

Terms and Conditions

Canada

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Termes et Conditions

Canada

Mise à jour 12/20/09

LISEZ LES TERMES SUIVANTS SOIGNEUSEMENT. LE CONTENU ET NOS SERVICES VOUS SONT FOURNIS SUJET AUX TERMES. L'UTILISATION DU CONTENU OU N'IMPORTE QUEL SERVICES BAGSTER ® CONSTITUE L'ACCEPTATION DE CES TERMES. Ces termes et conditions ["Les Termes"] gouvernent le rapport entre vous, Waste Management Corporation du Canada ou n'importe quelle compagnie affiliée collectivement référée à ici comme BAGSTER ® ("BAGSTER") et de n'importe quel distributeur de la part de qui vous avez acheté le sac BAGSTER ®["le contenu "] du ["Distributeur"]. Vous devrez lire et être d'accord avec les Termes suivants. Si vous n'acceptez pas ces Termes, nos services ne peuvent pas être utilisés par vous, cependant, vous pouvez retourner le contenu en dedans de 5 jours ouvrables [la "Période de Retour"] à partir du jour vous avez reçu le contenu. Pour exercer votre droit de retour, appelez BAGSTER à 1.877.789.2247 avant l'expiration de la Période de Retour pour les instructions de retour ou rendez le contenu à l'endroit d'achat avant l'expiration de la Période de Retour. BAGSTER offre le contenu pour l'enlèvement et la disposition de certains types de débris de ménage ["les Débris"]. Voir Bagster pour voir les directives.

L'UTILISATION DU CONTENU – Vous êtes responsables de l'acquisition provinciale, les lois Fédérales et locales, les règles et les règlements et pour l'utilisation nécessaire et le chargement du contenu conformément aux instructions sur le paquet DU produit, sur le contenu lui-même et ceux sur le Site Web BAGSTER ["le Site Web "] de temps en temps, [www.thebagster.com]. **Vous pouvez seulement utiliser le contenu pour des articles permis dans les Instructions.** Vous êtes responsables des matières du contenu y compris [les déchets dangereux]. Vous pouvez seulement utiliser le contenu comme permis dans les instructions incluses avec le contenu. Les frais de collection et de disposition ne sont pas inclus dans le prix d'achat du contenu. Vous êtes responsables de tout les frais de collection et de disposition. Sauf comme expressément mentionné dans ces Termes, BAGSTER n'a aucune obligation, exprime ou impliqué, de vous fournir des services supplémentaires ou des produits à vos clients, y compris, mais non pas limité au chargement, ramassage ou à la disposition concernant le contenu. Au cas où vous ne suivez pas ces Termes ou autres instructions fournies par BAGSTER, BAGSTER réserve le droit de rejeter le contenu.

LE RENONCEMENT DE GARANTIE - LE CONTENU EST FOURNI "COMME IL EST, OÙ IL EST" ET BAGSTER ET SES FOURNISSEURS ET LES EXPÉDITEURS NIENT TOUTES LES GARANTIES, L'EXPRESS OU IMPLIQUÉ, EN INCLUANT, MAIS, NON PAS LIMITÉ À LES GARANTIES IMPLIQUÉES DE VALEUR MARCHANDE ET DE SANTÉ PHYSIQUE POUR UN BUT PARTICULIER. BAGSTER ET SES FOURNISSEURS, OFFICIERS, AGENTS, AFFILIÉS, EXPÉDITEURS, REPRÉSENTANTS, ENTREPRENEURS ET EMPLOYÉS NE SERONT PAS RESPONSABLES EN CE QUI CONCERNE CES TERMES OU LE CONTENU OU SERVICES RATTACHÉS Y CONFORMÉMENT À N'IMPORTE QUEL CONTRAT, NÉGLIGENCE, RESPONSABILITÉ STRICTE OU AUTRE THÉORIE POUR LES DOMMAGES COMPENSATEURS, INDIRECTS, EXEMPLAIRES, ACCESSOIRES, DE PUNITION, SPÉCIAUX OU IMPORTANTS PLUS DU PRIX D'ACHAT DU CONTENU ET DES SERVICES RENDUS. EN AUCUN CAS BAGSTER SERA RESPONSABLE DE VOTRE INCAPACITÉ DE PROCURER LA DISPOSITION DU CONTENU.

LES TERMES DIFFÉRENTS OU SUPPLÉMENTAIRES - L'Acceptation de votre offre d'acheter le contenu est expressément rendu conditionnel sur l'acceptation aux termes assurée ici. N'importe quels termes supplémentaires ou différents ou conditions contenues dans n'importe quel document fourni par vous, y inclu, mais non pas limité à n'importe quelle reconnaissance, sont jugés être matériels et sont par la présente opposés à et rejetés par BAGSTER. Si un tel accord sera considéré une offre ou une contre-proposition par vous, BAGSTER rejette expressément une telle offre ou une contre-proposition et limite l'acceptation aux termes contenus ici et objecte expressément à aucun termes différents ou supplémentaires proposés par vous et considera une telle performance actuelle par vous comme un renouvellement de l'offre contenu dans ces termes et conditions et accepté par vous. Votre utilisation du contenu constituera l'acceptation de ces termes sans changement.

L'INDEMNITÉ - Vous dédommagerez, défendrez,[à l'option de Bagster], tiendrez innocent, Bagster et ces parent, filiales, ces affiliés, ces directeurs, les actionnaires, les agents, les camionneurs, les expéditeurs, les courriers, les employés (chacun d'entre eux "Indemnitees"), contre aucune amende, peine, perte, frais, dommage, blessure, revendication, y compris les frais de notaires, ou abilité (individuellement et collectivement "Le Passif"), en incluant, mais non pas limité à, le Passif associé à ou en survenant du fait de la matière dans l'emballage a conteneurs, impropre du Récipient, les questions de l'environnement, le chargement de matériel fait sans autorisation, l'échec de suivre les instructions de BAGSTER incluses avec le Récipient ou contenu sur le Site Web ou une infraction de n'importe quelle garantie, représentation ou convention par Vous. Cette Section survivra à n'importe quelle résiliation du rapport des partis.

L'ACCORD ENTIER, LA CONSTRUCTION - Les Termes constituent l'accord entier entre Vous et BAGSTER en ce qui concerne l'achat et l'utilisation de n'importe quel recipient ou de services remplaçant toutes les communications précédentes, les accords ou la correspondance entre nous ou nos représentants; pourvu que, cependant, les obligations qui s'appliquent à votre utilisation du contenu ou dans le contenu, le paquet dans lequel le contenu est vendu ou sur le Site Web de temps à autre, comme instructions pour expédié et Termes actualisés, soit par la présente incorporé ici. C'est votre responsabilité de vérifier et être au courant de telles obligations en recevant, en utilisant et en se débarrassant du contenu. Aucune disposition de ces Termes ne sera ajoutée ou renoncé, amendée, ou modifié par le parti à moins qu'une telle renonciation supplémentaire, un amendement, ou par une modification être en forme écrite signé par le parti contre qui la mise en vigueur est cherchée. Le titre ou les sous-titres de paragraphes contenus dans ces Termes sont utilisés pour l'avantage et bien-être de référence et ne limiteront pas la possibilité ou l'intention de la clause. Les lois applicables à ces Termes seront les lois de la province d' Ontario sans égard à son conflit de lois. Chaque disposition de ces Termes sera interprétée afin d'être valide conformément à la loi applicable. Si une disposition de ces Termes est trouvée non valide, à la mesure possible, il sera modifié dans une telle manière que la provision non valide sera rendue valide conformément à la loi applicable sans invalider le reste de cette disposition ou d'autres provisions de ces Termes.

LA POLITIQUE D'ANNULATION — Si vous devez annuler votre collection cédulé, nous exigeons l'avis en dedans d'un jours ouvrable cédulé. Pour annuler la collection, s'il vous plaît appelez BAGSTER au 1.877.789.BAGS [2247], de lundi à dimanche, 6h00 à 23h00 (CST).