

CARVER COMPANIES
ROLL-OFF CONTAINER RENTAL AND WASTE SERVICES
TERMS AND CONDITIONS

Effective Date: August 1, 2026

1. APPLICATION; ORDER OF PRECEDENCE

These Roll-Off Container Rental and Waste Services Terms and Conditions (these "Terms") govern all rental of roll-off containers, dumpsters, and related equipment (the "Equipment") and all associated delivery, transportation, collection, hauling, and disposal services (the "Services") provided by Carver Construction, Inc. and/or any of its affiliates identified in the applicable Sales Confirmation (collectively, "Carver") to the buyer or customer identified therein ("Customer"). These Terms, together with the applicable Sales Confirmation, quotation, or service order issued by Carver (each, a "Sales Confirmation"), constitute the entire agreement between the parties with respect to the Equipment and Services and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

These Terms expressly prevail over any terms and conditions contained in any purchase order, acknowledgment, or other document issued by Customer, all of which are hereby rejected and shall be of no force or effect, regardless of whether Carver acknowledges, accepts, or performs against such document. Any of the following constitutes Customer's unqualified acceptance of these Terms: (i) Customer's signature on a Sales Confirmation; (ii) Customer's written or verbal instruction to deliver Equipment or perform Services; or (iii) Customer's acceptance of delivery of any Equipment or performance of any Services. In the event of a conflict between these Terms and a Sales Confirmation, these Terms control unless the Sales Confirmation expressly amends a specific Section of these Terms by reference.

2. EQUIPMENT; TITLE; CARE; RISK OF LOSS

(a) Title. All Equipment is and shall at all times remain the sole and exclusive property of Carver. Customer acquires no right, title, or interest in the Equipment other than a limited, revocable, non-transferable right to use the Equipment at the delivery location identified in the Sales Confirmation (the "Site") solely for the deposit of Acceptable Waste (as defined below).

(b) Restrictions. Customer shall not move, relocate, transport, alter, modify, mark, paint, repair, sublet, or part with possession of the Equipment, and shall not permit any lien or encumbrance to attach to the Equipment. Customer shall not place the Equipment on any public right-of-way except pursuant to a valid permit obtained and paid for by Customer.

(c) Risk of Loss. From the time of delivery of the Equipment to the Site until physical retrieval by Carver, Customer bears the entire risk of loss, theft, vandalism, damage, or destruction of the Equipment from any cause whatsoever, ordinary wear and tear excepted. Customer shall pay Carver, on demand, the full replacement cost (new, without deduction for depreciation) of any Equipment lost, stolen, or damaged beyond economic repair, the full cost of repair of any damaged Equipment, and rental charges at the daily rate until such payment is made in full.

(d) Loading Limits. Customer shall not load the Equipment above the water line or top rim, shall distribute loads evenly, and shall not exceed the lesser of the weight limit stated on the Equipment, in the Sales Confirmation, or applicable legal road limits. Carver may, in its sole discretion, refuse to transport, level, off-load, or require Customer to off-load any overloaded or improperly loaded Equipment at Customer's

sole cost, and may charge overweight fees, dry-run fees, and any fines or penalties imposed on Carver as a result.

3. RENTAL PERIOD; RATES; ADDITIONAL CHARGES

Rental, transportation, and disposal rates are as set forth in the Sales Confirmation. Unless otherwise stated, each rental includes the number of days stated in the Sales Confirmation, after which daily rental charges accrue at the stated rate until the Equipment is retrieved by Carver. Disposal charges are based on actual scale weights at the disposal facility, which shall be conclusive absent manifest error. Carver may pass through to Customer, without prior notice, any increases in disposal facility rates, fuel surcharges, environmental or regulatory fees, tolls, taxes, or other third-party charges incurred in connection with the Services. Wait time, trip charges for blocked or inaccessible Equipment, dry runs, relocation requests, and special handling shall be charged at Carver's then-prevailing rates.

4. SITE CONDITIONS; ACCESS; PLACEMENT

(a) Customer represents and warrants that (i) it owns or lawfully controls the Site and has full authority to permit delivery, placement, and retrieval of the Equipment; (ii) the Site and all access routes are adequate to bear the weight of Carver's vehicles and loaded Equipment; and (iii) it has obtained all permits, licenses, easements, and consents required for placement of the Equipment and performance of the Services.

(b) Customer shall designate the placement location and shall clearly identify all underground utilities, tanks, septic systems, wells, sprinkler systems, and other surface or subsurface structures. Customer acknowledges that Carver's vehicles and Equipment are heavy and that placement and retrieval may damage surfaces.

(c) CUSTOMER ASSUMES ALL RISK OF, AND CARVER SHALL HAVE NO LIABILITY WHATSOEVER FOR, DAMAGE TO PAVEMENT, DRIVEWAYS, SIDEWALKS, CURBS, LAWNS, LANDSCAPING, UTILITIES, SEPTIC SYSTEMS, WELLS, OR ANY OTHER SURFACE OR SUBSURFACE STRUCTURE OR PROPERTY ARISING FROM OR RELATED TO THE DELIVERY, PLACEMENT, PRESENCE, SERVICING, OR RETRIEVAL OF THE EQUIPMENT OR THE OPERATION OF CARVER'S VEHICLES AT OR NEAR THE SITE, AND CUSTOMER HEREBY WAIVES AND RELEASES ALL SUCH CLAIMS AGAINST CARVER.

(d) Customer shall maintain safe and unobstructed access to the Equipment at all scheduled service times. If Carver is unable to deliver, service, or retrieve the Equipment due to Site conditions, obstructions, or Customer's acts or omissions, Customer shall pay applicable trip and standby charges and continued rental until access is provided.

5. ACCEPTABLE WASTE; PROHIBITED WASTE

(a) Acceptable Waste. Customer may deposit in the Equipment only non-hazardous solid waste that conforms to the waste description in the Sales Confirmation and to all requirements of the receiving disposal facility ("Acceptable Waste"). Carver may modify the categories of Acceptable Waste at any time upon notice to Customer, including as required by any disposal facility or governmental authority.

(b) Prohibited Waste. "Prohibited Waste" means any waste or material other than Acceptable Waste, including without limitation:

- any "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the New York Environmental Conservation Law, 6 NYCRR Part 371, or any other applicable law, including any listed, characteristic, toxic, corrosive, reactive, or ignitable waste;
- any "hazardous substance" as defined under CERCLA, 42 U.S.C. § 9601 et seq., petroleum and petroleum-contaminated materials, and any pollutant or contaminant regulated under any Environmental Law;
- asbestos or asbestos-containing material in any form; polychlorinated biphenyls (PCBs); lead-based paint debris in regulated quantities;
- liquids of any kind, sludges, slurries, and any waste containing free liquids;
- medical, biohazardous, infectious, or pharmaceutical waste; animal carcasses; sewage or septic waste;
- radioactive materials; explosives, ammunition, ordnance, fireworks, or pressurized cylinders or tanks (including propane tanks);
- batteries of any type; tires; electronic waste; fluorescent lamps and ballasts; mercury-containing devices; refrigerants and appliances containing refrigerants;
- drums, barrels, or sealed containers of any kind, whether or not empty;
- contaminated soils, dredge spoils, or friable materials, unless expressly approved by Carver in writing with a conforming waste profile; and
- any material that requires special handling, permitting, or manifesting, or the acceptance, transport, or disposal of which would cause Carver or any disposal facility to violate any law, permit, or facility acceptance criteria.

(c) Customer shall not deposit, and shall not permit any person to deposit, any Prohibited Waste in the Equipment. **TITLE TO, OWNERSHIP OF, AND LIABILITY FOR PROHIBITED WASTE SHALL NEVER PASS TO CARVER, notwithstanding any inspection, acceptance, loading, transportation, or disposal of such waste by Carver, and Customer shall at all times remain the owner and generator of all Prohibited Waste.**

6. TITLE TO WASTE; INSPECTION; REJECTION; REMEDIATION

(a) Title to Acceptable Waste passes to Carver only upon final, unconditional acceptance of such waste at the receiving disposal facility. Carver may inspect, sample, and analyze any waste at any time, but has no obligation to do so, and no inspection or failure to inspect shall relieve Customer of any obligation or liability under these Terms.

(b) If Carver discovers or reasonably suspects the presence of Prohibited Waste at any time, whether before, during, or after transport or disposal, Carver may, in its sole discretion and at Customer's sole cost: (i) refuse to remove the Equipment or its contents; (ii) return the waste, in whole or in part, to Customer at the Site or another location designated by Customer, and Customer shall accept such redelivery; (iii) arrange for testing, handling, storage, treatment, transportation, and disposal of such waste by qualified third parties; and/or (iv) take any other action Carver reasonably deems necessary to comply with applicable law.

(c) Customer shall reimburse Carver on demand for all costs, expenses, losses, and liabilities incurred by Carver in connection with Prohibited Waste, including testing and analytical costs, handling and decontamination of Equipment and vehicles, storage, transportation, treatment and disposal charges, facility surcharges and rejection fees, fines and penalties, remediation and response costs, and reasonable

attorneys' and consultants' fees, plus an administrative charge equal to twenty-five percent (25%) of such costs.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES; GENERATOR STATUS

Customer represents, warrants, and covenants that: (a) Customer has fully and accurately characterized all waste to be placed in the Equipment in accordance with all applicable federal, state, and local laws, regulations, permits, and disposal facility requirements (collectively, "Environmental Laws"); (b) all waste placed in the Equipment is and will be Acceptable Waste; (c) Customer is, and shall at all times remain, the sole generator of all waste placed in the Equipment for purposes of all Environmental Laws; (d) all waste profiles, manifests, certifications, and other documents provided by Customer are and will be complete and accurate; (e) Customer shall notify Carver in writing, in advance, of any change in the nature, composition, or source of the waste; and (f) Customer shall comply with all Environmental Laws and shall obtain and maintain all permits, registrations, and approvals required for its activities at the Site and its generation of waste.

The parties acknowledge and agree that Carver acts solely as a transporter of waste generated, owned, and controlled by Customer, that Carver does not select, control, or take ownership of Customer's waste except as expressly stated in Section 6(a), and that nothing in these Terms or the Services shall be construed to make Carver a generator, owner, operator, or arranger with respect to Customer's waste under any Environmental Law. Carver may select, and may at any time change, the receiving disposal facility in its sole discretion, and any such selection is made as an accommodation to Customer and shall not affect Customer's status as generator and owner of the waste.

8. COMPLIANCE WITH LAWS

Customer shall comply with all applicable laws, regulations, ordinances, permits, and orders in connection with its use of the Equipment and the Site, including all Environmental Laws, occupational safety and health laws, and transportation laws. Customer is solely responsible for all governmental notifications, registrations, manifests, and recordkeeping applicable to Customer's waste. If any governmental authority or disposal facility imposes any requirement, fee, fine, or penalty on Carver arising from Customer's waste, Customer's use of the Equipment, or Customer's breach of these Terms, Customer shall reimburse and indemnify Carver for the same on demand.

9. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CARVER, ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND INSURERS (COLLECTIVELY, THE "CARVER PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, RESPONSE COSTS, REMEDIATION AND CLEANUP COSTS, NATURAL RESOURCE DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS', CONSULTANTS', AND EXPERTS' FEES) OF ANY KIND, INCLUDING CLAIMS FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, OR ENVIRONMENTAL LIABILITY UNDER CERCLA OR ANY OTHER ENVIRONMENTAL LAW, ARISING OUT OF OR RELATING TO: (A) ANY WASTE PLACED IN OR AROUND THE EQUIPMENT, INCLUDING ANY PROHIBITED WASTE; (B) CUSTOMER'S BREACH OF THESE TERMS OR OF ANY REPRESENTATION OR WARRANTY HEREIN; (C) CUSTOMER'S OR ITS CONTRACTORS', AGENTS', OR INVITEES' NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW; (D) THE EQUIPMENT WHILE IN CUSTOMER'S CARE, CUSTODY, OR CONTROL; OR (E) CONDITIONS AT OR ACCESS TO THE SITE — IN EACH CASE REGARDLESS OF WHETHER CAUSED IN PART BY THE NEGLIGENCE OR OTHER FAULT OF ANY CARVER PARTY,

EXCEPT TO THE EXTENT FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A CARVER PARTY. THIS SECTION SURVIVES TERMINATION OR EXPIRATION OF THESE TERMS AND COMPLETION OF THE SERVICES.

10. INSURANCE

Customer shall maintain, at its sole cost, with insurers reasonably acceptable to Carver: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) automobile liability insurance with a combined single limit of not less than \$1,000,000; (c) workers' compensation insurance as required by law and employer's liability insurance; and (d) if Customer's operations involve regulated materials, contractors pollution liability insurance with limits of not less than \$1,000,000 per occurrence. Each policy (other than workers' compensation) shall name the Carver Parties as additional insureds on a primary and non-contributory basis and shall include a waiver of subrogation in favor of the Carver Parties. Customer shall provide certificates of insurance upon request. Customer's insurance obligations are independent of, and do not limit, its indemnification obligations.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

(a) THE EQUIPMENT IS PROVIDED, AND THE SERVICES ARE PERFORMED, "AS IS" AND "AS AVAILABLE." CARVER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

(b) IN NO EVENT SHALL ANY CARVER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, DELAY DAMAGES, OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THE AGGREGATE LIABILITY OF THE CARVER PARTIES ARISING OUT OF OR RELATING TO THE EQUIPMENT, THE SERVICES, OR THESE TERMS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO CARVER UNDER THE APPLICABLE SALES CONFIRMATION IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) Any claim by Customer arising out of or relating to the Equipment, the Services, or these Terms must be commenced within one (1) year after the cause of action accrues, or it is permanently barred.

12. PAYMENT; DEFAULT

Unless otherwise stated in the Sales Confirmation, invoices are due net thirty (30) days from the invoice date, without setoff, deduction, or counterclaim. A finance charge of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by law if lower, shall accrue on all past-due amounts. Customer shall reimburse Carver for all costs of collection, including reasonable attorneys' fees and disbursements. Carver may, without liability and without prejudice to any other remedy, suspend Services, refuse to exchange or empty Equipment, retrieve the Equipment, and/or require prepayment or security if any amount is past due or Carver reasonably doubts Customer's ability to pay. Any deposit may be applied by Carver to any amount owed by Customer.

13. SUSPENSION; TERMINATION; RETRIEVAL OF EQUIPMENT

Carver may suspend or terminate the rental and Services at any time, with or without cause, upon notice to Customer. Upon any termination, expiration, default, or abandonment of the Site, Customer irrevocably

authorizes Carver and its agents to enter the Site, without further notice, to retrieve the Equipment and any Carver property, and Customer waives any claim for trespass, damage, or otherwise arising from such entry and retrieval, except to the extent caused by Carver's gross negligence or willful misconduct. Customer's payment and indemnification obligations, and Sections 2, 5, 6, 7, 9, 11, 12, 14, and 15, survive termination.

14. FORCE MAJEURE

Carver shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, weather, fire, flood, labor disputes, shortages of equipment or fuel, transportation interruptions, disposal facility closures or restrictions, governmental action, or changes in law. Customer's payment obligations are not subject to force majeure.

15. GOVERNING LAW; VENUE; JURY WAIVER

These Terms and all disputes arising out of or relating to the Equipment or the Services shall be governed by the laws of the State of New York, without regard to its conflicts of law principles. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Albany County, New York, and waive any objection to venue or forum non conveniens. **EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, THE EQUIPMENT, OR THE SERVICES.**

16. MISCELLANEOUS

Customer may not assign or delegate any rights or obligations under these Terms without Carver's prior written consent; Carver may assign these Terms or subcontract the Services to any affiliate or third party without consent. No waiver by Carver of any breach shall constitute a waiver of any other or subsequent breach. If any provision of these Terms is held unenforceable, it shall be modified to the minimum extent necessary to be enforceable, and the remaining provisions shall remain in full force. The Carver Parties are intended third-party beneficiaries of these Terms. Carver may amend these Terms from time to time by posting revised Terms to its website; the version in effect on the date of the applicable Sales Confirmation governs that transaction, and Customer's continued use of Equipment or Services after notice of revised Terms constitutes acceptance of such revisions for subsequent transactions. Headings are for convenience only. These Terms may be executed and accepted electronically.