

DIVISION OF REFUSE COLLECTION CONTAINER PURCHASE TERMS AND CONDITIONS

Thank you for purchasing a container from the City of Columbus. This container is your property and may be taken with you if you leave this residence. This container has a specific serial number that differentiates it from the City-owned container issued to this address. The City-owned container must remain at the address indicated on the container at all times. Below are the terms and conditions that apply to your purchased container.

- 1. PRICING:** All orders are subject to current prices and sales tax in effect at the time of shipment.
- 2. PAYMENT:** The seller requires full payment in advance, by check or money order. All sales are subject to approval of the Public Service Department. There is a \$25.00 returned check fee.
- 3. WARRANTY:** The container is warranted for 5 years from the date of delivery. This warranty covers defects in materials and workmanship, and normal wear and tear that may result from weekly collection of the container.

This warranty does not include repairs or replacements due to stolen, defaced, or burned containers.

To file a warranty claim, contact the City of Columbus Call Center at 645-3111 to schedule an evaluation by the Division of Refuse Collection. The Division will repair or replace the container at its discretion.

The warranty applies only to the resident/property owner of the address on the container. The warranty is void if the container is serviced by a non-City of Columbus employee or contractor.

No repairs or replacements will be made to the container after the warranty has expired.

THE DIVISION MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

- 4. FORCE MAJEURE CLAUSE:** Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by occurrence of any contingency beyond the control of either the seller or supplies to the seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor disputes, fire accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake or acts of God, shortage of labor, fuel, raw material or machinery or technical failure where contingency occurs, seller may allocate production and deliveries among seller's customers. If the seller, in its sole discretion, determine that seller's performance hereunder would result in a loss to seller on this sale, as computed under seller's normal accounting procedures, because of causes beyond seller's control, then the seller may terminate this agreement in whole or in part without notice and without liability for any delay in the delivery of or failure to deliver the goods sold hereunder.