



## WasteNot Shop Terms & Conditions

Please note that this is a working document and is subject to change as needed by the WasteNot Team.

Last updated: 08/09/2023

When a WasteNot customer (henceforth referred to as the “Member”) purchases an item from the WasteNot Shop, the Member agrees to the below terms and conditions.

### **CHANGES TO THE TERMS & CONDITIONS**

WasteNot reserves the right to edit, amend, redact, or change any of the below Terms & Conditions at any time. Members agree to these changes and accept responsibility for remaining up-to-date about such Terms.

### **PRODUCT SERVICE ASSISTANCE POLICY**

The WasteNot Support Team is available daily, M-F, to assist you with any product requests or concerns. For assistance, please email us at [hq@wastenotcompost.com](mailto:hq@wastenotcompost.com) or you may contact us through your online WasteNot account’s support feature.

#### WasteNot Support Hours

- Monday-Thursday, 7:30AM-3:30PM
- Friday, 8AM-3:30PM

Any request/concern emailed to: [hq@wastenotcompost.com](mailto:hq@wastenotcompost.com) after hours or on weekends will be responded to in the order received during Support hours.

### **PRODUCT ORDERING:**



Products from the WasteNot Shop can be ordered online through the member portal.

Orders for products must be placed by 9:00 AM (local time) before/by the business day preceding your scheduled service date. For example, if your service is scheduled for Wednesday, orders must be placed before/by 9:00 AM on Tuesday. Orders placed after this deadline may not be processed in time for your scheduled service. In the case of members on a Monday service schedule, this means up until 9am the Friday before their Monday service.

Anything ordered after these cutoffs will be scheduled for the member's subsequent service date.

### **PRODUCT DELIVERIES:**

Products will be delivered on members' regularly scheduled service date.

WasteNot will deliver the type(s) and volume(s) of the products ordered by the member.

The products will be delivered in either a reusable receptacle (the members clean, empty 5-gallon bucket or a reusable product delivery bag), or on some occasions, a compostable mailer.

Product deliveries will be made in the same agreed-upon location and address the Member receives their 5-gallon compost bucket, except in the case of either of the following instances:

1. Should the delivery of products change the Member's preference for delivery location, the Member should reach out to customer support at [HQ@wastenotcompost.com](mailto:HQ@wastenotcompost.com) to find a new agreed-upon location for delivery AND compost service.
2. In order to avoid stolen goods or damaged items, WasteNot reserves the right to change the Member's delivery location. WasteNot will work with customers to find a new delivery location in such an instance.

After product(s) has been delivered, the WasteNot Operator will submit a time-stamped photo to WasteNot's Customer Support to verify delivery in the agreed upon service location,



Following the submission of the time-stamped photo, WasteNot does not accept continued responsibility for the condition of the goods delivered.

## **DELIVERY RECEPTACLES: RETURN & REUSE**

### **Receptacle Return**

On the service day subsequent to a product delivery, the Member is responsible for returning the reusable receptacle (either their filled 5-gallon bucket, or an empty WasteNot Reusable Bag) in which the product was delivered. The receptacle should be placed in the agreed-upon location by 6:30am on the day of service.

On the day of service, a WasteNot Operator will come to collect the returned delivery receptacle, and if applicable, deliver the Member's next order of product(s) in the same way detailed above ("Product Deliveries").

### **Delivery Receptacles Lost or Damaged by the Member.**

Should the buckets or bags in which products are delivered be returned damaged or in a condition beyond normal wear and tear, WasteNot reserves the right to assess the Member a \$5 fee, per damaged item. Normal wear and tear is defined as the expected deterioration of an item caused by a customer's everyday use. Should the items be lost while in possession of the Member,

WasteNot reserves the right to assess a \$5 fee to the Member per lost item.

## **RESCHEDULED AND OFF ROUTE DELIVERIES:**

Barring a missed or inaccurate delivery by WasteNot (described below), product(s) will only be delivered on the Members' regularly scheduled service days. On demand, rescheduled, and off-route deliveries will only be made in special circumstances, as deemed appropriate by WasteNot.



## **SERVICE REMINDER POLICY**

Team WasteNot will send a service reminder the night before your service via email to the account on file to help you remember your service. Please note these messages are sent automatically and are not monitored for responses by our team. For assistance, please send an email directly to: [hq@wastenotcompost.com](mailto:hq@wastenotcompost.com) or reach out via the support function on your member account.

## **CREDIT/REFUND POLICY**

Occasionally, our team makes mistakes. If this mistake resulted in the overbilling of a member (whether it be an Operator error on a route or some other error) WasteNot will add the appropriate amount to the member's account in the form of a credit. If a member's failure to follow WasteNot's policies (such as not placing your tin(s) and reusable bag out by 6:30am, a tin or reusable bag not being in its proper location, or some other error) resulted in a failed delivery, a credit cannot be added to your account as our team attempted service, and incurred all the costs associated with this service.

## **QUALITY OF GOODS**

WasteNot ensures that the following conditions on the quality of goods will be met:

- Food and beverage products will be stored, transported and delivered in accordance with the regulations of the Chicago Health Code, Chicago Public Health, and all other applicable governing codes.
- Packaging will be sealed and free of tampering.
- Products will be dry, in-tact, and free of mold, pests, chemicals, or other contaminants.

If the customer finds these conditions have not been met, the customer will be eligible to receive a full refund in the form of a credit to their account. WasteNot cannot be held responsible for any damages that are not properly



documented, photographed, and provided to us within a reasonable time from receipt of the products. The customer will return the goods using the terms outlined below in the “48-Hour Dispute Policy.”

### **Defective Goods**

Should the products delivered by WasteNot have irregularities or deficiencies that are not apparent upon delivery nor evident from the packaging in which they are delivered, the customer must notify WasteNot within 48 hours as described in the below “48-Hour Dispute Policy”. The defects covered in this section refer to irregularities and deformities to the product(s) that are unnoticeable to WasteNot due to the product manufacturers packaging. Should the customer consider the products defective, the customer will send a picture of the product(s) and a description of the irregularity to WasteNot Support as described below in the “48-Hour Dispute Policy”. WasteNot will examine the evidence emailed and make a determination. Should both parties agree the products are defective, WasteNot will replace the products at no extra charge. However, in offering the replacement goods, WasteNot is not accepting liability for the defect. The customer will return the goods using the terms outlined below in the “48-Hour Dispute Policy.” Should the customer not notify WasteNot within 48 hours of the initial delivery, they may not be eligible for a refund, return, or replacement.

### **Missing and Mispicked Goods**

WasteNot will make every effort to ensure each order is picked, packed, and delivered with accuracy. However, it is the responsibility of the customer to verify at the time of delivery that the products delivered match the products ordered. Should WasteNot deliver an incorrect or missing item, the customer will notify WasteNot’s customer support according to the “the “48-Hour Dispute Policy” procedures described below. Depending on the circumstances and needs of the customer, WasteNot Support will either issue a refund or replace the mispicked/missing goods. Should a replacement be needed, WasteNot will work with the customer to coordinate a drop off of the replacement goods.

### **Returned Goods**



In either of the following scenarios:

- a) the above “Quality of Goods” conditions were not met by WasteNot OR
- b) both the customer and WasteNot deem the goods to be “Defective”

the customer will notify WasteNot according to the procedures outlined below in the “48-Hour Dispute Policy” no later than 48 hours after receiving the goods.

### **Suspected Stolen Goods**

If the Member suspects a goods delivered by WasteNot has been stolen, they must notify WasteNot according to the procedures outlined below in the “48 Hour Dispute Policy.” WasteNot documents completed deliveries and will be able to assist in the determination of whether goods may have been stolen. If both the Member and WasteNot determine that the goods were stolen, WasteNot will issue a credit to the Member’s account equal to the amount of the stolen goods, unless greater than \$30, in which case a \$30 credit will be issued instead. For WasteNot to issue a credit for stolen goods, the Member must agree to give WasteNot permission to require a new service location for future deliveries.

### **48 Hour Dispute Policy**

If you would like to dispute a service charge or request a refund, return, or replacement due to a suspected WasteNot error, please do so within 48 hours of the product delivery in question. If a dispute is not made within 48 hours of the service in question, WasteNot may not be able to issue credits or fix the error.

Should the Member intend to request a refund, return, or replacement, the customer must do all of the following within 48 hours of receiving the goods:



- Contact WasteNot Customer Support at HQ@wastenotcompost.com, requesting to return, replacement, or refund the goods.
- Include a photo of the goods intended to be returned, demonstrating the reason for requesting the return.
- Set the goods aside in an indoor, temperature-controlled location in which they will not be subject to contamination, tampering, excessive moisture, sunlight, heat, or any other conditions in which the goods may be damaged or altered.
- Store them in the same condition in which they were delivered.

Should the customer not complete any of the above actions within 48 hours of the initial delivery, they may not be eligible for a refund, return, or replacement. Taking a photo and maintaining their delivered condition is paramount so that WasteNot may settle any disputes with its product(s) partners.

## **BILLING & PAYMENT:**

### **Payment Method**

Payment for product(s) on the WasteNot Shop will be made through the Member Portal using the payment method of the member's choice. The Member reserves the right to change the payment method on file, or use an alternate credit/debit card for payment.

### **Billing**

Customers will be billed to the payment method chosen immediately upon completing checkout on the Member Portal

### **Pricing**

WasteNot reserves the right to change the prices of products on the WasteNot Shop at any time.



**SEPARABILITY CLAUSE:**

Should a declaration by any court or other governing legal source deem any provision of this contract illegal and void, it shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.