



Envirocycle Systems Inc. | 101 Rue du Moulin, Suite 116, Magog, QC J1X 4A1 Canada

## FIVE (5) YEAR LIMITED WARRANTY ON ENVIROCYCLE™ PRODUCTS

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**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.ENVIROCYCLE.COM/5-YEAR-LIMITED-WARRANTY/](http://WWW.ENVIROCYCLE.COM/5-YEAR-LIMITED-WARRANTY/) IN LARGER FONT AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.**

**WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP OR BOTH.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR OR REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY.**

### **WHO MAY USE THIS WARRANTY?**

Envirocycle Systems Inc., a Canadian corporation located at 101 Rue du Moulin, Suite 116, Magog, QC J1X 4A1 (“**Envirocycle**”, “**us**”, “**we**”, “**our**”) extend this five (5) year limited warranty (the “**Warranty**”), together with all other documents referred to herein including but not limited to the Terms and Conditions of Sale (“**TCoS**”, which can be found at the following link: [www.envirocycle.com/terms-and-conditions-of-sale/](http://www.envirocycle.com/terms-and-conditions-of-sale/)), Terms and Conditions of Use (“**TCoU**”, which can be found at the following link: [www.envirocycle.com/terms-and-conditions-of-use/](http://www.envirocycle.com/terms-and-conditions-of-use/)), our Privacy Policy (which can be found at the following link: [www.envirocycle.com/privacy-policy/](http://www.envirocycle.com/privacy-policy/)) and any other additional terms and conditions of service (“**Service Terms**”), only to the person, company or entity that has ordered, purchased or used products or services (including software) sold from time to time by Envirocycle who originally purchased the product (“**Buyer**”, “**you**”, “**your**”), including without limitation The Most Beautiful Composter in the World, The Cutest Composter in the World, and any past, current or future products or services sold by Envirocycle (our “**Product(s)**”, “**Service(s)**”). It does not extend to any subsequent owner or other

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transferee of the Product (“**Transferees**”), unless an authorized person representing such Transferee (other than you) confirm in writing (by email, fax, or letter) that such Transferee accepts our TCoS. This warranty also does not extend to any third parties or unauthorized resellers, including anyone selling products on Amazon Marketplace or similar. This Warranty does not create any third party beneficiary rights.

**THE PURCHASE BY BUYER OF PRODUCTS SOLD BY ENVIROCYCLE CONSTITUTES CONCLUSIVE EVIDENCE OF BUYER’S AGREEMENT AND ACCEPTANCE OF THIS WARRANTY, AS UPDATED FROM TIME TO TIME.**

Please read this Warranty carefully. Envirocycle is constantly growing and improving our Product offerings, and therefore may revise and update our Warranty at any time for any reason whatsoever, including to reflect changes to the law or changes to our Products, and we reserve the right not to provide prior notice of any changes to our Warranty. Your continued usage of our Products following any such changes to our Warranty will mean you accept those changes to the Warranty.

Our Warranty is available in several different languages. If the Warranty is not available in the language of your preference, you agree to the default English (US) version. To the extent any translated version of the Warranty conflicts with the English (US) version, the English (US) version will control. Please note that certain provisions of the foreign language versions have been adjusted for users located outside the United States.

**WHAT DOES THIS WARRANTY COVER?**

This limited warranty covers defects in materials and workmanship of the Products for the Warranty Period as defined below. Envirocycle will repair or replace (at its sole discretion), without charge, any Product(s) (or, with respect to The Most Beautiful Composter in the World and The Cutest Composter in the World, the product part(s) as listed below) if, within the Warranty Period, they shall prove to have been defective in materials or workmanship, or both.

- the drum
- the door
- the base
- the wheels
- the drain plugs
- the aluminum axles
- the screw cap
- the rubber washer
- the snap latch
- the hinge pin (eye pin)
- the slotted vents

You must give Envirocycle immediate notice in writing if you discover any defect and you must immediately provide Envirocycle with (i) the valid original invoice evidencing the date of purchase of the product and (ii) such other evidence as Envirocycle may reasonably require of the alleged damage or malfunction of the product(s) or product part(s). The required evidence may include, at Envirocycle’s request, digital photographs and/or return of the defective product(s) or part(s) along with a Return Merchandise Authorization Number to be issued by Envirocycle. Failure to comply with the foregoing shall entitle Envirocycle to refuse to honor this Warranty.

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**This Warranty only applies to products purchased from Envirocycle or authorized resellers, as per express written agreement between Envirocycle and the applicable third party. As such, we encourage you to buy our products directly from us so we can ensure they have not been altered and are up to our high quality standards. These are your sole remedies under this Warranty.**

#### **WHAT DOES THIS WARRANTY NOT COVER?**

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal maintenance or items consumed during normal operation or items consumed during normal operation; (h) normal wear and tear; (i) external causes such as accidents, abuse, or other actions or events beyond our reasonable control; any use under circumstances exceeding the specifications or not in accordance with the Getting Started Guide or Warnings enclosed with our Products or through other information transmitted through our Services, including but not limited to cleaning directions, discoloration due to environmental conditions, including but not limited to exposure to sunlight, abuse, contamination, misapplication, lack of proper maintenance or damage caused by natural causes such as fire, storm or flood, or by animals.

Further, due to the imperfect manufacturing processes used in the fabrication of the Products, slight variations in color may occur between Products. In no event shall Envirocycle's liability exceed the purchase price of the allegedly defective product. We rely on the information provided to us by our suppliers, especially when it comes to material suppliers. Any claims we make about our products being Food Safe or BPA free are contingent on the accuracy of the information provided to us by our suppliers, and the accuracy of any test that we may undertake to verify the claims of our suppliers. We try our best within our means to provide the safest products that we can.

Samples, descriptions, representations, and other information concerning Envirocycle™ Products contained in any documentation provided by Envirocycle, including without limitation catalogs, advertisements, or other promotional materials or statements or representations made by Envirocycle's employees or sales representatives are for general informational purposes only and are not binding upon Envirocycle. No employee, agent, reseller or sales representative of Envirocycle shall have any authority whatsoever to alter, expand or otherwise modify this Warranty without Envirocycle giving its prior express written consent.

#### **WHAT IS THE PERIOD OF COVERAGE?**

This limited warranty starts on the date of your purchase and lasts for five years (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

#### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

Envirocycle does not take title to returned items until the item arrives at our fulfillment center. Envirocycle may refuse returns of used Products for sanitary and health reasons. In such a situation, Envirocycle does not take title to the returned and/or refunded item. Exceptionally and in our sole discretion, a refund may be issued without requiring a return.

Envirocycle will accept returns of Products within thirty (30) days of the original date of purchase by Buyer from Envirocycle, provided the Buyer first contacts Envirocycle to obtain a Return Merchandise Authorization Number ("RMA") and returns the Products to the Envirocycle along with a valid original

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invoice, at Envirocycle's sole discretion.

The refund price, shipping price and method of reimbursement will be at Envirocycle's sole discretion and will be handled on a per case basis. Products being returned must be returned in their original condition, unused and fit for resale and must be in their original packaging, including all original parts, documentation, manuals and accessories.

#### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must call 1 (866) 989 3684 or email our Customer Service Department at [customerservice@envirocycle.com](mailto:customerservice@envirocycle.com) during the Warranty Period to obtain an RMA. No warranty service will be provided without an RMA.

#### **WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?**

All matters arising out of or relating to this Warranty are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the

State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

You and we agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between you and us relating to this Warranty or relating in any way to buyer's order, purchase or use of any service or any Products or other Services sold or distributed by Envirocycle through any of our Services (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

To begin an arbitration proceeding, Buyer must send a letter requesting arbitration and describing Buyer's claim to **Envirocycle directly**. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Envirocycle will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

This arbitration agreement does not preclude you or us from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief,

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including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Warranty, nor a waiver of the right to have disputes submitted to arbitration as provided in this Warranty.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Warranty will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Warranty. This Section of the Warranty will survive the termination of your relationship with us.

You and we acknowledge that this Warranty, the TCoS, the TCoU, Privacy Policy, together with Envirocycle's invoice and any pricing and delivery information, and all applicable Service Terms that may be separately provided to Buyer (which are hereby incorporated by reference herein), constitute the entire agreement between the Buyer and Envirocycle with regard to the Product(s) and supersede all prior agreements or other oral or written statements of any kind made by the both parties or their representatives. This Warranty may not be amended, modified, or supplemented except by written agreement executed by the Buyer and Envirocycle.

**THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

**DISCLAIMER OF WARRANTIES**

**SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OTHER THAN AS EXPRESSLY SET OUT IN THIS WARRANTY, AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ENVIROCYCLE AND ITS SUPPLIERS OR DISTRIBUTORS DO NOT MAKE ANY SPECIFIC PROMISES OR COMMITMENTS ABOUT THE PRODUCTS OR SERVICES, CONTENT WITHIN THE PRODUCTS OR SERVICES, THE SPECIFIC FUNCTIONS OF THE PRODUCTS OR SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET BUYER'S NEEDS. ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND/OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO BUYER THROUGH OUR SERVICES ARE PROVIDED BY ENVIROCYCLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING.**

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**LIMITATION OF LIABILITY**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. WHEN PERMITTED BY LAW, ENVIROCYCLE AND ITS SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR ANY DAMAGES OR PERSONAL INJURY OF ANY KIND ARISING FROM ANY CONTRACT, TORT, OR ANY OTHER LEGAL THEORY INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISCONDUCT FROM THE USE OR MISUSE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS, (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO BUYER THROUGH ANY SERVICE, INCLUDING, BUT NOT LIMITED TO WRONGFUL DEATH, DATA LOSSES, FINANCIAL LOSSES, LOST PROFITS, LOST REVENUES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS OTHERWISE SPECIFIED BY ENVIROCYCLE IN WRITING. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

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**MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR”.**

**TO THE EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENVIROCYCLE AND ITS SUPPLIERS AND DISTRIBUTORS FOR ANY CLAIMS UNDER THIS WARRANTY, INCLUDING FOR ANY IMPLIED WARRANTIES, WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100), OR THE ACTUAL AMOUNT BUYER PAID US TO PURCHASE A PRODUCT (OR, IF WE CHOOSE, TO PROVIDING BUYER THE PRODUCT AGAIN). IN ALL CASES, ENVIROCYCLE AND ITS SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. ANY CLAIMS ARISING IN CONNECTION WITH BUYER’S USE OUR PRODUCTS OR SERVICES MUST BE BROUGHT WITHIN THE WARRANTY PERIOD AS SPECIFIED IN THIS WARRANTY. REMEDIES UNDER THIS WARRANTY ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS WARRANTY.**

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#### **INDEMNITY**

Although this Warranty, our TCoS, TCoU, applicable Service Terms and other instructions in our Getting Started Guide, Warnings and other material available about our Products through our Services help advise Buyer’s and third parties’ conduct when using our Products, we do not control or direct Buyer’s actions or those of third parties when using our Products or Services and Envirocycle is not responsible for Buyer’s use of our Products, or our Services or violations of this Warranty, our TCoS, TCoU and other applicable Service Terms.

**IF ANY PARTY BRINGS A CLAIM, SUIT OR OTHER ACTION AGAINST US, BUYER OR THE LEGAL ENTITY BUYER REPRESENTS AGREE TO DEFEND, INDEMNIFY, AND HOLD ENVIROCYCLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND AFFILIATES HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, EXPENSES OF ANY KIND, SUITS, JUDGMENTS, CLAIMS, ACTIONS OR DEMANDS, LIABILITIES AND SETTLEMENTS INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES, LITIGATION COSTS AND ATTORNEYS’ AND ACCOUNTING FEES, RESULTING FROM, OR ALLEGED TO RESULT FROM, ANY USE OF THE PRODUCTS OR SERVICES.**

#### **COMPLIANCE WITH LAWS**

Buyer agrees to not use our Products to do or facilitate anything unlawful, misleading, malicious, or discriminatory, or could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with our TCoS or in violation of local, state, national, or international laws, including but not limited to applicable composting or export and re-export control laws and regulations, including but not limited to unlawful multi-level marketing pyramid schemes.

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