



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 JURISDICTION TO JURISDICTION.**

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.**

The following provision is not applicable to residents of Quebec to whom the Quebec Consumer Protection Act applies.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE 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 JURISDICTIONS 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 JURISDICTIONS 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"), Terms and Conditions of Use ("TCoU"), our 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 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 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.**

The following provision is not applicable to residents of Quebec to whom the Quebec Consumer Protection Act applies.

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.

**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.

**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.

**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 a Return Merchandise Authorization Number (“**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, 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.**

#### **LIMITATION OF LIABILITY**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER**





**DIRECT OR INDIRECT. 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.**

**Questions?**

Please do not hesitate to contact Envirocycle with any questions concerning the 5 Year Limited Warranty.

By Email: [customerservice@envirocycle.com](mailto:customerservice@envirocycle.com) / By Phone (toll free): 1-866-989-3684.

