



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

## ENVIROCYCLE TERMS AND CONDITIONS OF SALE

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY BEFORE PURCHASING PRODUCTS FROM ENVIROCYCLE (AS DEFINED HEREIN).

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING OUR WEBSITE OR ANY OF ITS CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

Printed in the United States of America - English (US) Version

December 7<sup>th</sup>, 2016

Welcome to Envirocycle.

These Terms and Conditions of Sale ("TCoS"), together with all other documents referred to herein including but not limited to the 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/)), 5 Year Limited Warranty (which can be found at the following link: [www.envirocycle.com/5-year-limited-warranty/](http://www.envirocycle.com/5-year-limited-warranty/)), 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") apply to all orders or sales of products by Envirocycle Systems Inc., a Canadian corporation located at 101 Rue du Moulin, Suite 116, Magog, QC J1X 4A1 ("Envirocycle", "us", "we", "our"), and control the relationship between Envirocycle and any person, company or entity ordering or purchasing products or services (including software) sold from time to time by Envirocycle ("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 ("Product(s)", "Service(s)"). If you order or purchase Products from Envirocycle on behalf of a business or other legal entity, an authorized person representing that legal entity other than you must confirm that the legal entity

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accepts these TCoS in writing with a non-electronic signature, or else this TCoS will apply between Envirocycle and you. Any additional or different terms proposed by Buyer are objected to by and will not be binding upon Envirocycle unless specifically assented to in writing by Envirocycle. These TCoS do not create any third party beneficiary rights.

**THE PLACING OF AN ORDER BY BUYER OF PRODUCTS SOLD BY ENVIROCYCLE CONSTITUTES CONCLUSIVE EVIDENCE OF BUYER'S AGREEMENT AND ACCEPTANCE OF THESE TCOs, AS UPDATED FROM TIME TO TIME.**

Please read the TCoS carefully. If you do not agree to these TCoS in their entirety, do not order or purchase Products from Envirocycle. Envirocycle is constantly changing and improving, and therefore may revise and update these TCoS at any time for any reason whatsoever, such as to reflect changes to the law or changes to our Products, and we reserve the right to not provide prior notice of any changes to our TCoS. Your continued usage of our Products following changes will mean you accept those changes to the TCoS.

Our TCoS is available in several different languages. If the TCoS are not available in the language of your preference, you agree to the default English (US) version. To the extent any translated version of the TCoS 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.

These TCoS govern any sales made through our website [www.envirocycle.com](http://www.envirocycle.com) (the "Website") and are an integral part of the TCoU that apply generally to the use of our Website. You should also carefully review our TCoU and Privacy Policy before placing an order for Products through the Website.

#### **Acceptance**

All orders of Products placed to Envirocycle by Buyer are to be construed as merely Buyer's offer to buy, under these TCoS, not Envirocycle's acceptance of the offer to sell. All orders must be accepted by us in our sole discretion and we reserve the right to refuse to offer or sell any Products to any Buyer for any reason. All orders received by Envirocycle are subject to final acceptance or confirmation by Envirocycle and no terms or orders are binding upon Envirocycle until so accepted. For orders placed at the Website, Envirocycle will send an email notification confirming reception of Buyer's order, and upon Envirocycle's acceptance of orders, Envirocycle will send email notifications to Buyer confirming Envirocycle's acceptance of the order and approximate time of delivery to the Buyer. Acceptance of your order and the formation of the contract of sale between Envirocycle and you will not take place unless and until you have received your order confirmation e-mail.

#### **Electronic Communication(s)**

When you Purchase any Products and use any Service, or send e-mails, text messages, and other communications from any electronic devices, including but not limited to desktop, mobile or tablet devices to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages through applicable Services, and you can retain copies of these communications for your records. We try to answer every email in a timely manner, but are not always able to do so.

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You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. We may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

### **Deliveries**

Shipping and delivery dates are estimates only and cannot be guaranteed. Envirocycle will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of Products, or for any damages suffered by Buyer by reason of such delay, including but not limited to if such delays or failure to perform is due, directly or indirectly, to causes beyond Envirocycle's reasonable control, including but not limited to acts of God or nature, acts (including but not limited to failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (including but not limited to floods, earthquakes, storms, epidemics). Delivery is subject to Buyer's full prepayment of any ordered Products. All Products purchased from Envirocycle are made pursuant to a shipment contract. The risk of loss and title for Products pass to Buyer upon Envirocycle's delivery to the carrier.

### **Prices**

The prices and shipping prices of Products are subject to change by Envirocycle without notice to Buyer. Buyer will be invoiced at the prices in effect at the time of the order and will be set out in your order confirmation e-mail. All applicable taxes, transportation and delivery costs, duties and other charges, as the case may be, are in addition to the quoted price, and may be collected by Envirocycle but shall be the responsibility of the Buyer. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

### **Terms of Payment**

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. By placing an order or purchasing a product with Envirocycle, you explicitly warrant that you are at least 18 years of age. All orders placed over the phone are also subject to these TCoS. We treat all of your information as highly confidential, as per our Privacy Policy. Unless otherwise specified by Envirocycle in writing, the purchase price shall be due in full by Buyer at the time of the order. Envirocycle reserves the right to refuse orders if the Buyer does not respect any of the provisions in the TCoS. Buyer may not hold back or set off any amounts owed to Envirocycle in satisfaction of any claims asserted by Buyer against Envirocycle. Time is of the essence with respect to this provision.

We accept Visa, MasterCard, American Express, JCB, Discover, and Diners Club debit and credit cards, or PayPal and Amazon payments made in USD (United States Dollars) for all purchases ("**Payment Method(s)**"). You represent and warrant that (i) the Payment Method information you supply to us is true, correct and complete, (ii) you are duly authorized to use such Payment Method for the purchase, (iii) charges incurred by you will be honored by your credit card company or Payment Method, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

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### **Returns**

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

Envirocycle will accept returns of Products within thirty (30) days of the original date of purchase from Envirocycle by Buyer, provided the Buyer first contacts Envirocycle to obtain a Return Merchandise Authorization Number (“RMA”) and returns the Products to Envirocycle along with a valid original invoice, at Envirocycle’s sole discretion. No returns of any type will be accepted without an RMA number.

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.

Refunds are processed within approximately five (5) business days of our receipt of your merchandise. **WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.**

### **Cancellation/Changes**

Buyer may not cancel or change an order once accepted by Envirocycle except with the written consent of Envirocycle and upon terms that will indemnify Envirocycle against any loss, including payment to Envirocycle of all applicable cancellation or restocking fees. Special ordered items, including bulk orders, may not be cancelled or returned, and no refund will be made therefor.

### **Intellectual Property**

Ordering, purchasing or using Products does not assign or otherwise grant Buyer any ownership, license or any other intellectual property right of any kind in our Products or any other intellectual property rights owned by Envirocycle, including but not limited to any trademarks, industrial designs (known as design patents in the United States), patents, whether utilitarian patents or full patents, patentability, copyrights, moral rights or other authorship rights associated therewith, whether current, future or proposed, registered or unregistered, and to all improvements or modifications related thereto.

### **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 these 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.

### **Governing Law and Jurisdiction**

All matters arising out of or relating to these TCoS are governed by and construed in accordance

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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.

#### **Arbitration Agreement and Waiver of Certain Rights**

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 TCoS 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 TCoS, nor a waiver of the right to have disputes submitted to arbitration as provided in this TCoS.

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

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shall continue in full force and effect. No waiver of any provision of this Section of the TCoS 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 TCoS. This Section of the TCoS will survive the termination of your relationship with us.

You and we acknowledge that these TCoS, the TCoU, the Warranty, 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. These TCoS 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.**

**Termination, Survivability and Severability**

We may add, remove, suspend, stop providing altogether or otherwise modify the limits of functionalities or features of parts or whole Services, at any time, at our sole discretion without prior notice to you, especially if you violate the letter or spirit of these TCoS, our TCoU or the applicable Service Terms, or otherwise create risk or possible legal exposure for us. We may notify you by email or at the next time you attempt to access your account. You may also delete your account, Your Content (as defined in the TCoU), or disable your application at any time. When you delete Your Content, it is deleted in a manner similar to emptying the recycle bin on a computer. You understand that Your Content may persist in backup copies for a reasonable period of time (but will not be available to others). If you stop using our Services, we'll be sorry to see you go. If we fail to enforce any of the terms or conditions contained in these TCoS or any applicable Service Terms, it will not be considered a waiver. No waiver shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

**IN ALL SUCH CASES OF TERMINATION OF USE OF OUR SERVICES, NONE OF OUR TERMS AND APPLICABLE SERVICE TERMS SHALL TERMINATE, AND ALL APPLICABLE DEFINITIONS AND PROVISIONS SURVIVE THE EXPIRATION OR TERMINATION OF THESE TERMS AND ALL APPLICABLE SERVICE TERMS.**

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service. If any of these terms and conditions shall be deemed void, or for any reason unenforceable by a court, arbitrator, arbitration panel or other tribunal of competent jurisdiction, that condition shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these TCoS, and shall not affect the validity and enforceability of any remaining term or condition, which will remain in full force and effect.

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### **How to Serve a Subpoena**

If you have a subpoena to serve to Envirocycle, please note that Envirocycle does not accept service via e-mail or fax and will not respond to these improperly served subpoenas. All subpoenas must be properly served to Envirocycle:

Courier address:  
Envirocycle Systems Inc.  
Attn: Subpoena - Legal Department  
101, Rue du Moulin, Suite 116  
Magog, QC, J1X 4A1 Canada

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, for example, e-mail and/or credit card number used to make purchases for retail purchase information.

### **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 THESE TCOS, 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 ARE PROVIDED BY ENVIROCYCLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE TCOS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS TCOS AND TO THE EXTENT NOT PROHIBITED BY LAW, ENVIROCYCLE AND ITS SUPPLIERS OR DISTRIBUTORS 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.**

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ENVIROCYCLE DOES NOT WARRANT THAT SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO BUYER THROUGH OUR SERVICES, ENVIROCYCLE'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM ENVIROCYCLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE TRY TO KEEP OUR SERVICES UP TO DATE, BUG-FREE, AND SAFE. WE DO NOT GUARANTEE THAT OUR SERVICES WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT OUR SERVICES WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. BUYER EXPRESSLY AGREES THAT BUYER'S USE OF OUR SERVICES IS AT BUYER'S SOLE RISK.

#### Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THESE TCOS. 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 PRODUCT OR 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.

ENVIROCYCLE IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND BUYER RELEASES US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM BUYER HAVE AGAINST ANY SUCH THIRD PARTIES. IF BUYER IS A CALIFORNIA RESIDENT, OR A RESIDENT OF A STATE WITH A SIMILAR PROVISION WHICH LIMITS THE EXTENT OF A GENERAL RELEASE, BUYER WAIVES CALIFORNIA CIVIL CODE §1542 OR THE EQUIVALENT PROVISION IN BUYER'S STATE, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE 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 TCOS, INCLUDING FOR ANY IMPLIED WARRANTIES, WILL NOT EXCEED THE

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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 TCOS. REMEDIES UNDER THIS TCOS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS TCOS.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, OR CERTAIN DAMAGES INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO BUYER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO BUYER, AND BUYER MIGHT HAVE ADDITIONAL RIGHTS. IN SUCH CASES, ENVIROCYCLE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **Indemnity**

Although these TCoS, TCoU, Warranty, 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 these TCoS, our 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.

#### **Special International Provisions for Users Inside and Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. Envirocycle is based in Magog, in the Province of Quebec, Canada. Many of our Services have operations in both Canada, the United States of America and potentially other countries internationally (the "Countries"). When using certain Services, you consent to having your personal data transferred to and processed internationally in the Countries. Envirocycle makes no claims that any of our Services are appropriate for use or may be downloaded outside the countries where we are offering our Services ("Service Countries"). Although the Services may be accessible worldwide, not all features, products or services discussed, referenced, provided or offered through the Services are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Access to our Services may not be legal by certain persons or in certain countries. If you access our Services from

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outside the Service Countries, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction where you are accessing our Services. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities through our Services. You will not use our Services if you are prohibited from receiving products, services, or software originating from the United States or Canada. Envirocycle reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made through our Services is void where prohibited. The Services may contain references or cross references to other Services including products, programs and services that are not announced in your country. Such reference does not imply that Envirocycle intends to announce or make available such products, programs or services in your country.

#### **Assignment**

Buyer may not transfer or assign any of Buyer's rights or obligations under these TCoS, TCoU or applicable Service Terms to anyone else without our express written consent and any purported assignment without such consent shall be of no effect.

#### **5 Year Limited Warranty**

Certain Products sold by Envirocycle are subject to Envirocycle's 5 Year Limited Warranty (which can be found at the following link: [www.envirocycle.com/5-year-limited-warranty/](http://www.envirocycle.com/5-year-limited-warranty/)). This 5 Year Limited Warranty does not cover normal maintenance or items consumed during normal operation, normal wear and tear, use under circumstances exceeding specifications or not in accordance with the Getting Started Guide or Warnings enclosed with the 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, unauthorized repair or alteration, 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.

#### **Questions?**

Please do not hesitate to contact Envirocycle with any questions concerning the TCoS.

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

Contact Envirocycle™ Customer Service:  
Email: [customerservice@envirocycle.com](mailto:customerservice@envirocycle.com)  
Phone: 1-866-989-3684

