



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.

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

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, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS 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.

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March 15, 2018

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 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, you hereby represent and warrant to Envirocycle that you have the authority to bind the business or other legal entity to these TCoS.

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





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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.**

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 from time to time. Any purchases from Envirocycle will be subject to the then current TCoS in place at the time of purchase.

The parties to these TCoU hereby confirm their express wish that these TCoU, as well as all other documents related to it, including but not limited to all confirmations, notices, waivers, consents and other communications between the parties in connection with these TCoU be in the English language only and declare themselves satisfied with this; Les parties à ces TCoU confirment leur souhait exprès que ces TCoU, ainsi que tous les autres documents y afférents, y compris, mais sans s'y limiter, toutes les confirmations, avis, renonciations, consentements et autres communications entre les parties en relation avec Ces TCoU ne sont en langue anglaise que et se déclarent satisfaits de cette.

#### 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.

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

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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 provided that Buyer shall not be invoiced any amounts in excess of the amounts quoted by Envirocycle at the time Buyer submits Buyer's order without Buyer's express written consent. 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.

### **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.

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.

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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. Special ordered items, including bulk orders, may not be cancelled or returned, and no refund will be made therefor, unless Envirocycle agrees otherwise.

#### **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**

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

All matters arising out of or relating to these TCoS 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.

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

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

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

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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 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.**

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**Disclaimer of Warranties**

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

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, CONTENT WITHIN THE PRODUCTS, THE SPECIFIC FUNCTIONS OF THE PRODUCTS, OR THEIR RELIABILITY, OR ABILITY TO MEET BUYER'S NEEDS. ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND/OR 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.

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

TO THE EXTENT NOT PROHIBITED BY LAW, THESE TCOS ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES AND CONDITIONS, 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 AND CONDITIONS, 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.

**Limitation of Liability**

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

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, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO BUYER THROUGH ANY SERVICE, INCLUDING, BUT NOT LIMITED TO WRONGFUL DEATH, FINANCIAL LOSSES, LOST PROFITS, LOST REVENUES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE

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**HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS OTHERWISE SPECIFIED BY ENVIROCYCLE IN WRITING.**

**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 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**

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

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.**

#### **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.

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**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/)).

**Questions?**

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

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