

12 MONTHS LIMITED WARRANTY TO PROFESSIONAL LANDSCAPERS FOR WOODY LANDSCAPE PLANTS SOLD BY ORGANIC RECYCLING, INC.

This Warranty covers woody landscape plants that are sold by Organic Recycling, Inc. (referred to as ORI herein after) to a professional landscaper and that are transported, installed and maintained in accordance to normally accepted horticultural practice by the professional landscaper.

This Warranty commences on the date of purchase as is stated on the ORI Sales Receipt and expires 12 months later. Woody landscape plants are those having woody stems and trunks that normally persist above ground from year-to-year in climatic zones where they are hardy.

If any woody landscape plant is found to be defective within the terms and conditions of this Warranty, ORI at its sole discretion, shall either replace it with a similar woody landscape plant that is available at its facility free of charge or shall provide a full refund that shall be applied towards another purchase. This warranty is limited to a one-time claim for replacement. This Warranty is not transferable or assignable.

In the event, the professional landscaper that purchased the plants from ORI wishes to file a claim under this Warranty the following procedure shall be used:

1. Notify ORI as soon as possible once it is noted that the plant may be defective.
2. Complete and submit the required Warranty Claim Form before the Warranty expires with:
 - a. Original ORI Sales Receipt as proof of purchase.
 - b. Evidence to show that the woody landscape plant is defective within the terms and conditions of this Warranty. ORI reserves the right to inspect the plants subject to the claim in the environment where they are planted.
 - c. Evidence to show that the defective plant is from the job stated on the ORI Sales Receipt and that the defect is not caused by improper transportation, installation and maintenance in accordance to normally accepted horticultural practice by the professional landscaper.
 - d. Other relevant documentation.

ORI will review the claim and revert within 15 days.

Exclusions:

1. Plants that do not survive due to failure to provide normally accepted horticultural transporting/storage prior to planting, planting installation, care and maintenance.
2. Transportation, labor, and other consequential and incidental costs, expenses or damages.
3. Plants that are not hardy enough to be grown outside in the New York Metropolitan Area per USDA Plant Hardiness Zones are excluded from this Warranty. Examples of such plants are Hemlocks, Leylandii Cypress, etc. [Please verify with ORI Nursery Manager when purchasing plants that may be outside their normal hardiness zones.]
4. Plants that are purchased and installed between November 21 and March 21.
5. Plants affected by herbicides or other chemicals.

Other Warranty Terms and Conditions:

Subject otherwise to ORI's Limitation of Liability and General Terms and Conditions for its sale transactions. This is stated on the ORI Sales Receipt and/or other ORI documents.

THIS IS WHAT IS STATED BEHIND ALL INVOICES/RECEIPTS ISSUED. INCLUDED FOR REFERENCE PURPOSE AS IT IS MENTIONED IN THE WARRANTY

LIMITATION OF LIABILITY:

THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE MATERIALS AND SERVICES PROVIDED BY THE COMPANY. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

The Company's liability, including but not limited to Customer's claims of contributions and indemnification related to third party claims arising out of Materials and Services sold or rendered by the Company, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the payment received by the Company from Customer for the particular Materials and Services sold or provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. Customer agrees to limit the Company's liability to Customer and any other third party for any damage on account of any error, omission or negligence to a sum not to exceed the payment received by the Company for the particular Materials and Services sold or provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which the Company may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

Customer's exclusive remedy for any claim arising out of or relating to this Agreement will be for the Company, upon receipt of written notice, at Company's option either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which the Company is at fault, or (ii) return to Customer the fees paid by Customer to the Company for the particular Materials and/or Services sold or provided that gives rise to the claim, subject to the limitation contained in subparagraph (b) above. Customer agrees that it will not allege that this remedy fails its essential purpose.

Company shall not be held responsible for the natural consequences of Company's Materials and/or Services which may cause damage to improvements to real property including but not limited to curbs, sidewalks, driveways, patios, lawns, shrubs, trees, ground cover, sprinkler systems and other appurtenances to real property. Company shall not be held responsible for damage to personal property, or any improvements to real property, caused by persons not employed by Company delivering Materials to the property. The Company shall not be responsible for delays, failures or damages, if such delays, failures or damages arise out of causes beyond Company's control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

Materials or Services sold and delivered by the Company pursuant to this Agreement are only for the purposes intended. Customer agrees not to use any of the Materials or Services for any purpose other than the purposes set forth in this Agreement without the Company's written permission. This Agreement shall not create any rights or benefits to parties other than Customer and the Company.

GENERAL TERMS AND CONDITIONS:

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect. Waiver of breach of this Agreement by either party shall not be considered a waiver of any other subsequent breach.

ORGANIC RECYCLING, INC. (ORI)

This Agreement is not assignable or transferable by Customer. This Agreement states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Customer and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. This Agreement binds jointly and severally all parties signing as Customer, their heirs, representatives, successors and assigns. This Agreement is governed by the Laws of the State of New York.