

INTERNATIONAL MULCH COMPANY
NuPlay® LIMITED WARRANTY

The product listed is intended solely for the purposes described in our catalog, promotional material, on our web site, on the applicable product label, or on any other documentation accompanying such Product.

International Mulch company ("*International Mulch*") warrants to the direct purchaser of NuPlay (the "*Product*") that the Product shall conform to the applicable specifications for such Product contained on the label, our website (www.rubberificmulch.com) or any other documentation accompanying the Product, whichever is most current, and warrants that the Product will resist decolorization due to fading over 100% of the surface for a period of eight (8) years from the date of purchase by the original purchaser (first person or entity) ("*Purchaser*"). This limited warranty is non-transferable and shall apply only to Purchaser that purchased a new Product for personal or business use and not for the purpose of distribution or resale.

Within a reasonable period of time after receipt of a timely notification of eligible warranty claim, International Mulch will, at its option, either replace Product determined to be non-conforming or issue a purchase price credit for such non-conforming Product (on a pro-rated basis). Any replacement or purchase price credit for non-conforming Product is subject to International Mulch's prior examination of the nonconforming Product and its written approval, and is limited by the exclusions set forth below. Any replacement furnished by International Mulch in fulfillment of this limited warranty are warranted only for the unexpired portion of the original warranty. Any replacement product shall carry the same limited warranty as set forth herein from the date it is provided by International Mulch. A color variance may occur between replacement product as a result of normal weathering of the original product and is not considered a material defect.

WHAT IS NOT COVERED BY THIS WARRANTY

International Mulch does not warrant any Product damaged by (a) any misuse, tampering or abuse by Purchaser or any third party; (b) exposure to or application of chemical compounds, including, but not limited to cleaning solvents or landscaping / weed treatment compounds; (c) exposure to abnormal weather conditions; (d) other alterations, improper installation or treatment; or other use contrary to the label or to any instructions provided by International Mulch or normal use restrictions applicable to Product of this type; (e) accident or the negligence of Purchaser or any third party or by disasters such as fire, flood, wind and lightning; (f) shipment; or (g) release at the request of Purchaser prior to an inspection and approval of such Product by International Mulch's quality assurance. International Mulch will not, under any circumstances, be responsible for installation other similar activities necessary to complete any replacement. It will be the consumer's responsibility to complete all installation or other activities necessary to complete any replacement.

ELIGIBILITY FOR WARRANTY COVERAGE

If Purchaser discovers that the Product does not conform to the applicable specifications within the limited warranty period, Purchaser must promptly notify International Mulch in writing within thirty (30) days of discovery of such defects. Any notification must include proof of purchase, as set forth below. International Mulch will investigate any warranty claims, determine the appropriate course of action as set forth herein and notify Purchaser in writing of such determination. Rights under this warranty shall not be available unless International Mulch receives such written notification of non-compliance from Purchaser within such eight (8) year limited warranty period.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH ABOVE, INTERNATIONAL MULCH MAKES NO WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PRODUCT AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST CLAIMS BY ANY THIRD PARTY BY WAY OF INFRINGEMENT, PROPERTY DAMAGE, OR PERSONAL INJURY. BY ACCEPTANCE OF DELIVERY OF THE PRODUCT, THE PURCHASER AFFIRMS THAT IT HAS RELIED ON ITS SKILL AND JUDGMENT IN SELECTING THE PRODUCT AND DETERMINING THEIR SUITABILITY FOR ITS NEEDS.

NO DISTRIBUTOR, SALESPERSON, DEALER, RETAILER OR OTHER REPRESENTATIVE OF INTERNATIONAL MULCH HAS THE AUTHORITY TO MAKE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THESE WARRANTIES EITHER ORALLY OR IN WRITING.

LIMITATION OF REMEDIES

IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL INTERNATIONAL MULCH BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY OF THE PRODUCT OR THEIR USE OR OPERATION, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT OR OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL LIABILITY OF INTERNATIONAL MULCH EXCEED THE TOTAL AMOUNT PAID BY ANY PURCHASER FOR THE PRODUCT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

PROOF OF PURCHASE

International Mulch may require proof of the date of purchase of any Product, so you should retain your sales slip, invoice, purchase order or other evidence indicating date of purchase.

STATE LAW AND OTHER JURISDICTION RIGHTS

Some states and other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

GOVERNING LAW

These limited warranties and performance of International Mulch's obligations shall be governed by the laws of the State of Missouri, without reference to conflicts of law provisions. Purchaser submits to the jurisdiction of and agrees that any lawsuit relating to any matter arising under this limited warranty initiated by or on behalf of Purchaser shall be initiated in a state or federal court in the County of St. Louis, State of Missouri, United States of America. If Purchaser is located outside the United States, the provisions of the United Nations Convention for the International Sale of Goods shall be expressly excluded from the terms of sale.

MISCELLANEOUS

The information contained herein is accurate to the best of International Mulch's knowledge, but is not guaranteed and is subject to change without notice. International Mulch reserves the right to make changes to specifications and descriptions of the Product at any time. For additional and up-to-date information, Purchasers and prospective purchasers are urged to visit International Mulch's website, www.internationalmulch.com. International Mulch hereby rejects any terms or conditions submitted by a Purchaser which are in conflict with or enlarge the terms of this Limited Warranty, whether or not International Mulch actually notifies Purchaser of such rejection or objection.