



US Rubber Mulch

#1 Safest Playground Surface & Best Landscape Mulch
Longest Lasting Colors, ADA & IPEMA Certified

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Sales Terms and Conditions

All sales made by US Rubber Mulch ("USRM") to its customers ("Purchaser") are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be made by either (a) Purchaser providing a purchase order number to USRM or (b) Purchaser's acceptance of any product from USRM, whichever occurs first.

Ordering: Order acceptance by USRM shall serve as order confirmation for Purchaser, after receipt of applicable deposits and any other required order information and documentation by USRM. Purchaser is responsible for providing to USRM all necessary information detailing the specifics of the order, as applicable, including but not limited to: dimensions, weights, colors, packaging and shipping limitations, and Purchaser shall assume full and complete responsibility for the accuracy of the information provided and contained in USRM order confirmation. Purchaser shall notify USRM as soon as possible and within one full business day regarding discrepancies on the order confirmation, and shall hold harmless USRM from any and all claims resulting in errors or omissions regarding order information details.

Changes and Cancellations: Many products require special processing for order fulfillment; therefore all sales are final, no refunds. Prior written approval by USRM shall be required for any modifications may incur restocking fees or product cost assessment against order changes or cancellations. Order changes or cancellations shall only be valid when done in writing or authorized change order and upon acceptance by USRM. USRM will make every reasonable attempt to reduce potential costs to Purchaser as a result of such changes or cancellations and cannot guarantee that such changes or cancellations are effective until confirmed by USRM.

Payment Terms: All prices are in U.S. dollars and exclude shipping, insurance, handling and taxes unless otherwise noted. A minimum pre-payment of fifty-percent (50%) of the total order amount is due upon order placement, and the balance due prior to pick-up, consignment to shipper or delivery service, or upon delivery by USRM authorized delivery service. Purchaser shall pay all costs of collection including reasonable attorneys' fees on any unpaid balances.

Sales Tax: Purchaser is responsible for paying all taxes associated with orders unless authorized tax exemption reseller forms are on file with USRM at time of order processing for the product(s) ordered. Orders billed by USRM will include applicable sales tax on all shipments to California. Email reseller's license to USRM at Sales@USRubberMulch.com, Subject: Resellers Permit.

Shipment and Delivery: Unless otherwise noted, all product shipments will be made FOB origin. Title and risk of loss shall transfer to Purchaser upon USRM tendering Order to Purchaser designated carrier. If Order specifies use of USRM authorized delivery service, Purchaser shall examine Order and sign Order acceptance at time of delivery, unless specifically waived by Purchaser. Delivery delays caused by Purchaser may result in assessment of additional costs, for which the Purchaser is solely responsible.

Warranty: Product warranties are provided by the manufacturer of the applicable products ordered. USRM makes no warranties whatsoever, other than extending those provided by applicable manufacturers. USRM's sole obligation shall be assisting the Purchaser in obtaining repair or replacement (Purchaser's sole remedy) of items under applicable warranty with the respective manufacturer. Using products in manners inconsistent with their intended purpose, product misuse, abuse, neglect, or improper application thereof may void applicable product warranties. IN NO EVENT SHALL USRM BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. USRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

Prop 65 Warning: California Prop. 65 laws pertaining to warnings apply in many ways to many items and locations, including but not limited to fruits and vegetables, cosmetics, vitamins, fast food restaurants, hardware stores, hotels, department stores, coffee shops, airports, hospitals, schools and even amusement parks carrying some type of warning as a result of this initiative. Even though USRM is exempt from Prop 65 Warning requirements as listed within CCR Title 27 as a small business, we feel it is wise to provide the following Prop 65 Warning information required and included by the manufacturer on all rubber mulch product packaging for sales within California: "California Prop 65 Warning: This product contains chemicals known to the state of California to cause cancer, or birth defects or other reproductive harm."

Choice of Law / Forum: These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of California. Purchaser agrees to seek resolution for disputes with USRM through arbitration in Orange County, California, and failing this, to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to, the jurisdiction of the State of California, Courts of Orange County, California, or the United States District Court at Santa Ana, California.

Partial Invalidity / No Waiver: If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Failure or delay of USRM to exercise a right or power under these terms and conditions shall not serve as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

Updates: These terms and conditions are subject to change or revision without notice and updated on the USRM website at:

<http://www.USRubberMulch.com/pdf/salestandc.pdf>.