

PLEEFIX™ MARKER LIMITED WARRANTY

Pointmarkers, Inc. (“SELLER”) warrants that the PLeefix™ Markers (the “Product”) sold to the first end user (“BUYER”) will be free of manufacturing defects in workmanship and materials under normal use and were designed and manufactured using reasonable care. This Limited Warranty applies for the period provided in Section 5 of this Limited Warranty.

This Limited Warranty applies only to the first end user of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than BUYER.

1. REGISTRATION REQUIREMENT

- (A) This Limited Warranty becomes effective only if BUYER completes the online Warranty Certificate. The online Warranty Certificate can be accessed at www.pleefix.com/pleefix-planting-online-warranty_4_7.html . Completion of the Warranty Certificate will be required only one time for each customer.
- (B) By returning the Warranty Certificate to SELLER, BUYER admits to have fully read and understood the enclosed Safety Notice and Instructions for the planting of PLeefix™ Markers, and to have complied with all the instructions mentioned in that documents.

2. INSTALLATION AND MAINTENANCE REQUIREMENTS

This Limited Warranty applies only if:

- (1) The Product is installed properly and the Product itself is used in accordance with the SELLER’S Safety Notice and Instructions for the planting of PLeefix™ Markers as furnished to BUYER at the time of purchase;
- (2) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the Product by anyone other than SELLER.

3. METHOD FOR OBTAINING WARRANTY SERVICE

To obtain a replacement of the Product under this Limited Warranty, BUYER must provide SELLER with a written notice of any alleged defect within the warranty period stated in Section 5 and within ten (10) days of its discovery. At SELLER’s option, BUYER must ship the defective Product(s) to the location to be designated by Seller (“Warranty Claim Procedures”).

4. WARRANTY SERVICES PROVIDED

If the Product is proved to SELLER’s satisfaction to be defective, within the applicable warranty period described below, SELLER’s obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER’s sole discretion, and only if such defect was caused solely by defective workmanship and/or materials. Such repair or replacement shall be SELLER’s sole obligation and BUYER’s exclusive remedy hereunder and shall be conditioned upon BUYER’s fulfilling its obligations under SELLER’s Warranty Claim Procedures.

5. WARRANTY PERIOD

This Limited Warranty of the Product, and any implied warranties provided to BUYER by state law not otherwise excluded or disclaimed in this Limited Warranty, apply for a period of one (1) year from the date of Purchase by the Buyer.

6. EXCLUSIONS FROM WARRANTY

The following is not included under this Limited Warranty:

- (1) Scratches, marks or other visible surface wear on the Product;
- (2) Normal wear and tear from everyday use;
- (3) Misuse or abuse by the end-user;
- (4) Physical damage to the Product as a result of tampering, improper installation, mishandling, neglect, accidental damage, modification or repair without the approval of Seller, unreasonable use and/or negligence.
- (5) The Product was damaged by the effects of abrasive cleaners;
- (6) The Product was damaged by acts of nature, fire, flood, earthquake or other natural catastrophe, or any other circumstances outside the control of SELLER;
- (7) The Product is damaged due to lawn maintenance machines, including but not limited to lawn mowers or tractors; and
- (8) The Product is damaged due heaving, when the frost causes the Product to rise up from underground.

7. LIMITATIONS ON WARRANTY

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on SELLER's behalf.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. POINTMARKERS, INC. AND ANY ONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, MANUFACTURING OR DELIVERY OF THIS PRODUCT (THE "SELLER PARTIES"), FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SELLER OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE BUYER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY AND CERTAIN LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY MAY NOT APPLY. Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If BUYER has a claim under this Limited Warranty or under any implied warranties provided to BUYER by state law, BUYER may not file a court action based on that claim any later than one (1) year after BUYER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

8. SELLER'S LIABILITY

SELLER's liability with respect to the Product sold by BUYER shall be limited to the warranty provided herein. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of BUYER's customers or any third party for any such damages. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SELLER NEITHER ASSUMES NOR AUTHORIZES ANY THIRD PARTY TO ASSUME FOR IT, ANY COMMITMENT OR ASSUMPTION OF LIABILITY OF ANY KIND IN CONNECTION WITH ITS PRODUCTS.

9. SEVERABILITY

If a part, provision or clause herein, or the application thereof to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Limited Warranty remaining, and to this end this Limited Warranty shall be treated as severable.

10. MISCELLANEOUS

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

This Limited Warranty is governed by the laws of Delaware and shall benefit SELLER, its successors and assigns. For any and all claims, disputes, or controversies arising under, out of, or in connection with this Limited Warranty, the forum shall be any federal or state court of competent jurisdiction located in Cook County, the State of Illinois.

ONLINE WARRANTY CERTIFICATE QUESTIONS

Buyer/Customer Name: _____

Buyer/Customer Address: _____

Buyer/Customer Contact Person: _____

Buyer/Customer Telephone Number: _____

Buyer/Customer E-mail: _____

Date of Purchase: _____

Date of Shipment: _____

Date Received: _____

Invoice Number or Package Number: _____

By submitting this online Warranty Certificate, I acknowledge that I have read the Limited Warranty, the Instructions for the planting of PLeeFix™ Markers, PLeeFix™ Markers Important Safety Notice, and the US Sales Terms & Conditions