FoodCycler™ by Casella

Terms and Conditions Agreement

By selecting the FoodCycler service offering, I certify that I have read, understand, and agree to the following terms and conditions, which are in addition to the full product warranty provided:

Warranty: The full product warranty covers manufacturing defects and performance issues for the duration of your service subscription, as long as the unit is used according to the instructions in the user manual. The warranty may be voided if the unit is misused, altered, tampered with, or disassembled. Misuse includes, but is not limited to, using the unit for purposes other than food waste recycling, operating the unit outdoors, or using unapproved accessories. Attempts to repair or modify the unit, or use contrary to the provided instructions, may void the warranty. In such cases, return and/or repair of the unit will incur charges at our discretion. For guidance on proper use, please contact our dedicated Customer support team at casella@foodcycler.com.

Replacement Filters: As part of your service subscription, we will send four replacement filters per year to maintain optimal performance of your FoodCycler unit. At our discretion, we may include additional filters with the initial delivery of the unit. Should you require more filters throughout the year, please contact casella@foodcycler.com to purchase additional filters.

Additional Terms:

- Liability Limitation: Food Cycle Science Corporation and Casella Major Account Services, LLC (Casella) shall not be liable for indirect, incidental, or consequential damages arising from the use of the FoodCycler unit.
- 2. **Return Policy:** If the subscription is canceled or terminated and the FoodCycler unit is not returned in good condition, we reserve the right to bill the Customer for the unit value of \$500. Return shipping costs will be covered by us. Units returned in a damaged state may incur additional fees.

3. Subscription Cancellation Policy:

- Customer-Initiated Cancellation: Subscriptions can be canceled by contacting
 <u>casella@foodcycler.com</u>. The FoodCycler unit must then be returned following provided
 instructions. Customer understands an initial term of one year (12 months) applies to
 subscription services. Cancelations before successfully paid for 12 months of
 subscription services may result in additional shipping and handling charges.
- Return Process: Detailed return instructions, including packaging and shipping, will be
 provided. The unit must be returned within the specified timeframe to avoid additional
 charges.
- 4. **Billing Inquiries:** For any billing questions, Customers should contact Casella Customer Care at 888-845-1469.
- 5. **Program Modifications:** We may modify or discontinue any aspect of the program without notice.

- 6. **Acceptance of Risk:** Customers accept the risks associated with the use of the FoodCycler unit and agree to follow the user manual instructions.
- 7. **Entire Agreement:** These terms represent the entire agreement between the Customer and Food Cycle Science Corporation and Casella

For any questions regarding these terms or the use of the FoodCycler unit, our Customer support team at casella@foodcycler.com is ready to assist you.

Last updated 01/09/2024