

## TERMS OF USE

### USE OF CEDAR GROVE WEBSITE

Please read these terms carefully. This document contains important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. By using this website and/or placing an order for products from this website, you affirm the following: (1) that you are at least 18 years of age, (2) you agree to be bound by these terms and conditions, and (3) you agree to purchase our product(s) for your own personal, household or business use, and not for resale or export. If you do not agree to all of these terms, do not use this website.

These terms and conditions (“Terms”) apply to the use of and the purchase and sale of products through [www.cedar-grove.com](http://www.cedar-grove.com) (“Website”). We may use the terms Us, We, Our, which refers to Cedar Grove Composting, Inc., and/or their affiliates, subsidiaries and related entities, directors, officers, employees, volunteers, representatives, and agents (collectively, “Cedar Grove”). These Terms are subject to change without prior written notice, in our sole discretion. Changes to our Terms are effective immediately upon publishing on the Website.

While we make reasonable efforts to provide accurate and timely information about Cedar Grove and its products on this website, you should not assume the information is always up to date or that the Website contains all relevant information about Cedar Grove, its affiliates or subsidiaries.

### ORDERS

Products, services, and pricing are subject to change without notice. We reserve the right at any time to modify or discontinue any product without notice. Cedar Grove reserves the right to limit products, services, or quantities of our product at our discretion, and for any reason.

By placing an order on the Website, you agree that you have made an offer to buy, pursuant to these Terms, all product(s) contained in your order. Any order placed on the Website must be accepted by us. We may choose not to accept orders at our sole discretion, and/or cancel orders at any time and refund your purchase.

Landscape material products vary in size, compaction and volume. Cedar Grove’s calculations are approximate based upon best practices. Cedar Grove is not responsible for shortages or overages due to factors such as compaction of materials during the delivery process. As a purchaser, you are responsible for estimating the volume necessary for any project(s).

Further, landscape materials are biodiverse, and contain spores, bacteria and/or organic materials commonly found in nature. Those with severe allergies should consult an allergist prior to delivery.

By placing an order with Cedar Grove, you warrant and represent that you have the ability to receive the delivery truck, of whatever size materials you have ordered, and that you have secured a designated area for material delivery. Cedar Grove is not responsible for (1) ordinary wear and tear of property or (2) damage to concrete/pavement due to weight of trucks/equipment resulting

from delivery of product(s) and/or materials—Cedar Grove cannot be responsible for knowing the weight capacities on your property. Please know that delivery trucks and equipment can be heavy.

For orders placed for pickup or purchased on-site, you further acknowledge that Cedar Grove shall not be responsible for any damage sustained to your vehicle resulting from the loading of material into any vehicle. It is your sole obligation to understand the capacity and limitations of any personal vehicle, and you agree take those considerations into account before agreeing to have any material loaded into any personal vehicle.

Once a delivery truck has been loaded, Customer acknowledges there will be no cancellations and/or modifications to any order. Customer acknowledges any delivery service fee, or other non-product cost, may be forfeited upon cancellation or modification of any order. This includes, but is not limited to, situations where Cedar Grove is unable to deliver material due to the delivery area not being accessible.

Cedar Grove will not be liable or responsible for failure or delay of performance when such failure or delay is caused by, or results from, circumstances beyond Cedar Grove's reasonable control. Further, Cedar Grove will not be deemed to have been in default for reasons of the same. This includes, but is not limited to, fire, earthquakes, flooding, explosions, governmental restrictions, terrorist threats, civil unrest, epidemics, labor strikes, or other emergencies beyond Cedar Grove's control.

#### COPYRIGHT

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#### PRIVACY

For information on what personal data Cedar Grove collects from you in connection with your purchase, please see our [Privacy Policy](#).

#### GOVERNING LAW

This site is operated in the United States. All issues arising out of or relating to your use of the site are governed by the state of Washington, in accordance with the laws of the state of Washington. Any dispute or claim you may have with Cedar Grove arising from or relating to your purchase of product through this site or your use of this site, will must be filed in the state of Washington.