



LIMITED WARRANTY

Heartland BioComposites, LLC, a Delaware limited liability company (“Heartland”), provides the following limited warranty:

What is Covered

Subject to the exclusions set forth below, this limited warranty (“Warranty”) covers defects in materials or workmanship in products purchased from and sold by Heartland under the names PrairiePicket®, PrairieFence®, or PrairieDeck® (collectively, the “Products”) if such defects adversely affect the Purchaser’s ability to use the Products under normal use and service conditions. Heartland also warrants to the original consumer purchaser (“Purchaser”) for the period of coverage, under normal use and service conditions, that Products shall not check, split, splinter, rot or suffer structural damage from termites.

Period of Coverage

This Warranty begins on the date the Products are purchased (the “Purchase Date”) and expires (i) solely for Products purchased and used for **Residential Use**, on the **20th anniversary** of the date of the original purchase of Products (“Purchase Date”), and (ii) with respect to Products purchased and used for **Commercial Use**, on the **5th anniversary** of the Purchase Date (each period for Residential Use and Commercial Use, a “Warranty Period”). This Warranty is solely for the benefit of the original purchaser of the Products (the “Purchaser”); provided, however that the Warranty for Products purchased and used for Residential Use only may be transferred one time, prior to the 5th anniversary of the Purchase Date, to a subsequent buyer of the real property upon which such Products were originally installed and any such subsequent buyer shall be considered as a “Purchaser” for purposes of this Warranty. For purposes hereof, “Commercial Use” refers to an application for unrestricted public access (no fee), restricted public access (fee based admission or members), or a non-residential commercial enterprise, and “Residential Use” refers to an application solely for residential or home use. If the Products are repaired or replaced while this Warranty is in effect, the repaired or replaced Products will be warranted for the remaining applicable Warranty Period covering the original Products.

Exclusions

This Warranty does not cover defects, loss, damage, or malfunctioning of the Products resulting from: (a) use of the Products other than under normal circumstances, uses and service conditions and in a manner consistent with the application of the Products recommended by Heartland’s guidelines and applicable building codes, as interpreted solely by Heartland; (b) neglect, abuse, or misuse; (c) lack of proper service, maintenance, or cleaning; (d) accident, fire, flood, wind, lightning, or other acts of God, war, or other events beyond Heartland’s reasonable control; (e) improper handling, operation, transport, storage, or environmental conditions; (f) unauthorized alterations or repairs, or use of unapproved parts in or with the Products; (g) improper or faulty installation; (h) damage that occurs during shipment; (i) any cosmetic damage including, but not limited to, exposed parts of the Products that are scratched or damaged and variations or changes in color; or (j) collapse, distortion, movement or settling of the surface area or the supporting structure on which the Products are installed.

What Heartland Will Do

If Products fail to meet this Warranty, Purchaser shall notify Heartland in writing within the applicable

Warranty Period and upon confirmation by an authorized Heartland representative of a defect covered by this Warranty, Heartland's sole responsibility and Purchaser's sole and exclusive remedy shall be, at Heartland's sole option, to either repair or replace the defective Products or refund the portion of the original purchase price paid by the Purchaser for such defective Products (not including freight and labor, the cost of Heartland's initial installation or replacement installation or costs and expenses incurred with respect to the removal of defective Products, all of which shall be the responsibility of the Purchaser). All replaced parts and Products will be deemed to be on an exchange basis and will become the property of Heartland.

Disclaimer

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND DESIGN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCTS SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS OR A REFUND FOR THE PRODUCTS UNDER THE TERMS DESCRIBED ABOVE. No customer service representative, technician, representative, distributor, agent, or other person is authorized to change or otherwise modify this Warranty or assume any other liability on Heartland's behalf.

HEARTLAND SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, LIABILITY, INCONVENIENCE, OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHERWISE. This Warranty gives Purchaser specific rights and is governed by the laws of the State of Wyoming. Purchaser may also have other rights, depending on the applicability of other states' laws, which may vary. Outside the USA, specific legal rights may vary depending on the country of residence of the original Purchaser.

How To Get Service

To make a claim under this Warranty, Purchaser must first notify Heartland in writing within the applicable Warranty Period, with a specific description of the claimed defect (include photos of the defective Products) and original proof of purchase (sales receipt) showing the original Purchase Date, to the following address:

Heartland BioComposites, LLC
Attn: Claims Department
1302 Industrial Park Ave.
Torrington, WY 82240

Upon confirmation by an authorized Heartland representative of a defect in any Products covered by this Warranty, Heartland will notify the Purchaser to send the defective Products to Heartland.