

Disclaimer: Carbon-Neutral Certification

To the fullest extent permitted by law, in no event shall CarbonBetter or its officers, directors, employees, or agents be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages, including loss of profits, even if advised of the possibility of such damages. The total liability of CarbonBetter arising out of this Certification shall not exceed the total fees paid by Client for the Certification.

CarbonBetter provides the Certification “as is” and disclaims any and all warranties, whether express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement. CarbonBetter does not warrant that the Certification is error-free and the estimation performed following the GHG protocol is dependent on data provided by the client and publicly available information.

The Client agrees to indemnify, defend, and hold harmless CarbonBetter, its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (i) the Client’s breach of these terms, (ii) inaccuracies or omissions in data or information supplied by the Client, or (iii) the Client’s misuse or misrepresentation of the Certification.

This Certification is intended solely for the benefit of the Client and is not intended to, and does not, confer any rights or remedies upon any other person. No third party may rely on this Certification to establish compliance with legal, regulatory, or other requirements. This Certification applies solely to the specific product lines and batch numbers identified and is valid only for the period during which the calculations were performed.

These terms and conditions shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of law provisions. Any dispute arising out of or relating to these terms shall be submitted to the exclusive jurisdiction of the state or federal courts located in Texas, and the parties hereby consent to the personal jurisdiction and venue of such courts.

CarbonBetter reserves the right to modify these terms and conditions, including the methodologies and standards used in performing the Certification, at any time. Such modifications shall apply prospectively, unless an update is required to maintain the accuracy or validity of previously issued Certifications.

This certification is subject to the terms and conditions outlined by CarbonBetter. For more details, please contact us at climate@carbonbetter.com