

Grow Box USA Limited Warranty

Grow Box USA's warranty obligations for this Grow Cabinet or Tent are limited to the terms set forth below:

Grow Box USA warrants this hydroponic grow box/tent itself against defects in materials and workmanship under normal use for a period of FIVE (5) YEARS from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law.

Grow Box USA warrants the LED Grow Lights against defects in materials and workmanship under normal use for a period of THREE (3) YEARS from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law.

Grow Box USA warrants all other parts against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law.

(One exception: if so equipped warranty on the PH Probe in the Auto PH System is 6 months)

For warranty claims Grow Box USA will either:

(1) Repair the hardware defect at no charge, using new or refurbished replacement parts
OR (2) Exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

Grow Box USA may request that you replace defective parts with new or refurbished user-installable parts that Grow Box USA provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Grow Box USA, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Grow Box USA's property. Parts provided by Grow Box USA in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Grow Box USA and becomes Grow Box USA's property.

EXCLUSIONS AND LIMITATIONS

Grow Box USA does not warrant that the operation of the product will be uninterrupted. Grow Box USA is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply: (a) to damage caused by use with non- Grow Box USA products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Grow Box USA; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Grow Box USA or an Grow Box USA Authorized Service Provider; (e) to a product or part that has been modified to alter functionality or capability without the written permission of Grow Box USA; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken plastic; or (h) if any Grow Box USA serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ACTECH'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ACTECH IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

No Grow Box USA reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, ACTECH IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OBTAINING WARRANTY SERVICE

Please call Grow Box USA with warranty claims. When contacting Grow Box USA via telephone, charges may apply depending on your location. When calling, a Grow Box USA representative will help determine whether your product requires service and, if it does, will inform you how Grow Box USA will provide it. You must assist in diagnosing issues with your product and follow Grow Box USA's warranty processes.

Grow Box USA may restrict service to the fifty states of the United States of America and the District of Columbia, and provide warranty service (i) at an Grow Box USA Retail location, where service is performed at the location, or the Grow Box USA Retailer may send the product to an Grow Box USA repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, Grow Box USA may send you packaging material) to enable you to ship the product to Grow Box USA's repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Grow Box USA and you agree to follow instructions, including, if required, arranging the return of original product or part to Grow Box USA in a timely manner. When providing DIY Service requiring the return of the original product or part, Grow Box USA may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Grow Box USA will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Grow Box USA will charge the credit card for the authorized amount. Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, Grow Box USA may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.