

## **Growlink Terms and Conditions of Sale**

### **1. Orders**

- 1.1. All orders are subject to acceptance by Growlink.
- 1.2. Orders are considered final upon confirmation from Growlink. Changes or cancellations after confirmation may incur additional fees.

### **2. Pricing and Payment**

- 2.1. Prices are quoted in USD and are exclusive of taxes, shipping, and handling charges.
- 2.2. Payment terms are as follows: 50% of the total price is due at the time of order. The remaining 50% is due when the product is ready to ship.
- 2.3. Growlink reserves the right to delay shipment if the final payment is not received on time.
- 2.4. Late payments may incur a late fee of 1.5% per month or the maximum allowed by law.

### **3. Delivery**

- 3.1. Delivery dates are estimates only. Growlink is not liable for any delays in delivery due to unforeseen circumstances.
- 3.2. Risk of loss passes to the Buyer upon shipment. Title to the Product remains with Growlink until full payment is received.

### **4. Inspection and Acceptance**

- 4.1. Buyer must inspect the Product upon receipt and notify Growlink of any defects or discrepancies within 7 days. Failure to do so constitutes acceptance of the Product.

### **5. Returns and Refunds**

- 5.1. Returns are only accepted for defective Products or as otherwise agreed upon by Growlink. Returns must be authorized in advance and shipped prepaid by the Buyer.
- 5.2. Refunds will be processed upon receipt and inspection of the returned Product, less any applicable fees.

### **6. Growlink Limited Warranty**

- 6.1. Growlink warrants that all products manufactured by Growlink, excluding sensors, will be free from defects in material and workmanship for a period of thirty-six (36) months from the date of delivery.
- 6.2. Sensors are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of delivery.
- 6.3. Third-party products are covered by the warranty provided by their original manufacturer. Growlink does not extend its warranty to cover third-party products.
- 6.4. This warranty does not cover damage caused by misuse, improper installation, unauthorized modifications, or external factors beyond Growlink's control.

6.5. To submit a warranty claim, the buyer must contact Growlink Support, providing proof of purchase, product details, and a description of the issue.

6.6. At its discretion, Growlink will repair or replace the defective product or part with a new or refurbished item.

## **7. Limitation of Liability**

7.1. Growlink's maximum liability, whether in contract, tort (including negligence), or otherwise, arising out of or in connection with the sale, delivery, use, or performance of the Product, shall not exceed the amount paid by the Buyer for the specific Product giving rise to the claim.

7.2. Under no circumstances shall Growlink be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of business, loss of use, loss of data, downtime costs, or the cost of substitute goods or services, even if Growlink has been advised of the possibility of such damages. This exclusion expressly includes, but is not limited to, loss of crops, plant yield, or agricultural products, whether resulting from Product malfunction, performance failure, or operational downtime.

7.3. Growlink shall not be liable for any claims arising from:

- **Improper Use:** Damage or loss resulting from improper installation, use, or maintenance of the Product by the Buyer or any third party.
- **Unauthorized Modifications:** Any modifications, repairs, or alterations made to the Product by the Buyer or third parties without the prior written consent of Growlink.
- **Third-Party Products:** Any third-party products or components used in conjunction with the Product.
- **Force Majeure:** Any delays, failures, or damages due to events beyond the control of Growlink, including but not limited to acts of God, war, terrorism, natural disasters, pandemics, or governmental actions.

7.4. Except for the express warranties stated in these Terms, Growlink makes no other warranties, express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, or non-infringement.

7.5. Any claim against Growlink must be brought within one (1) year from the date the cause of action arises, or such claim will be deemed waived.

7.6. Buyer agrees to indemnify, defend, and hold Growlink harmless from any claims, damages, losses, or expenses arising out of Buyer's improper use, installation, or modification of the Product, or any breach of these Terms by Buyer.

## **8. Intellectual Property**

All intellectual property rights in the Product, including patents, trademarks, and copyrights, remain the property of Growlink.

## **9. Governing Law**

These Terms are governed by the laws of the State of Colorado, without regard to its conflict of law principles.

#### **10. Dispute Resolution**

Any disputes arising from these Terms shall be resolved through binding arbitration in Denver, Colorado, in accordance with the rules of the American Arbitration Association.

#### **11. Amendments**

Growlink reserves the right to amend these Terms at any time. Any amendments will be effective upon posting on Growlink's website or notification to Buyer.

#### **12. Entire Agreement**

These Terms constitute the entire agreement between the parties and supersede all prior agreements and understandings.