

## Growlink Global Hardware Limited Warranty

### 1. Coverage and Warranty Period

Growlink (the "Company") warrants to the original end-user purchaser (the "Customer") that all Growlink-manufactured hardware products (each a "Product") will be free from defects in materials and workmanship under normal use and service. This limited warranty is valid for a period of thirty-six (36) months from the date of original purchase of the Product, **except** that for any Growlink-manufactured sensors or sensor components, the warranty period is twelve (12) months from the date of purchase. If a Product fails to conform to this warranty during the applicable warranty period (the "Warranty Period"), Growlink will, at its sole discretion and in accordance with the terms herein, repair or replace the Product as described below.

### 2. What is Covered

This warranty covers only defects in materials and workmanship of Growlink-manufactured Products that arise during normal use and operation, and when the Product is used in accordance with its documentation and intended purpose. During the Warranty Period, if a defect in the Product arises and a valid claim is received by Growlink within the Warranty Period, Growlink will, at its option, **repair** the defective Product or component, or **replace** it with a new or refurbished product of equal or greater functionality. Any Product or component that is repaired or replaced under this warranty will be warranted for the remaining original Warranty Period or for ninety (90) days from the date of return shipment, whichever is longer, **or** for any additional period of time that may be required by applicable law.

### 3. Exclusions (What is Not Covered)

This warranty does **not** cover, and shall be void for, any damage, malfunction, or failure of the Product resulting from any of the following circumstances:

- **Misuse or Abuse:** Improper use, abuse, neglect, or mishandling of the Product. This includes, but is not limited to, physical damage (e.g. dropping, crushing, or impact), exposure to inappropriate environmental conditions (such as extreme temperatures or moisture beyond the Product's specified limits), or use of the Product in a manner not in accordance with the user manual or for purposes other than its intended design.
- **Improper Installation or Maintenance:** Incorrect installation, set-up, or assembly of the Product, or installation that does not strictly follow Growlink's instructions or guidelines. This also includes improper or insufficient maintenance – for example, failing to service or clean the Product as recommended – and use of incompatible power sources or utilities.
- **Unauthorized Modifications or Repairs:** Any alteration, modification, or repair of the Product carried out by any person or service provider not authorized by Growlink. This includes attempts to modify the Product's firmware or software, opening the Product's sealed components, or the use of replacement parts or accessories that are not provided or approved by Growlink. Such unauthorized actions will void this warranty.
- **Third-Party Interference:** Use of the Product in conjunction with, or as a component of, any system, software, or equipment not provided or expressly approved by Growlink, **if** such use causes or contributes to a defect or malfunction. Failures or damage attributable to third-party products (for example, third-party sensors, controllers, networking equipment, or software) are not covered.

Additionally, any interference, hacking, cyber attack, or other unauthorized third-party access to or manipulation of the Product that affects its performance will void this warranty.

- **External Causes Beyond Growlink's Control:** Damage or failure due to external causes, including but not limited to: power surges, electrical spikes, lightning strikes, or incorrect electrical voltage; network outages or internet connectivity failures; or accidents, natural disasters, and other force majeure events (such as fire, flood, water intrusion, wind, earthquake, or other acts of God). Any damage to the Product arising from these external events is not covered by this warranty.
- **Normal Wear and Tear:** Normal wear and tear, aging, or gradual degradation of the Product over time. This includes consumable or degradable components—such as **sensors**, calibration elements, batteries, seals, or other parts that naturally deteriorate or expire with use. Minor performance decline (for example, sensor accuracy drift over time) that occurs within expected product parameters is considered normal and is not covered as a "defect."
- **Cosmetic Damage:** Cosmetic or surface imperfections that do not affect the functionality of the Product. Examples include scratches, dents, discoloration, or other aesthetic changes that arise from regular use of the Product. Such cosmetic damage alone does not qualify as a defect under this warranty.
- **Improper Environment or Handling After Delivery:** Any damage or malfunction that occurs because the Product was stored, transported, or used in an unsuitable or unsafe environment after it was delivered. For instance, if the Product is moved or reinstalled in a manner not consistent with Growlink guidelines (e.g. improper disassembly/reassembly or improper mounting), or if it is used in environmental conditions (humidity, dust, corrosive chemicals, etc.) outside the specified operating range, the resulting damage is not covered.
- **Tampering or Removal of Identification:** Removal, alteration, or defacement of any serial number, product label, or tamper-evident seal on the Product. If Growlink cannot verify the Product's authenticity or the validity of the purchase (for example, if the original serial number sticker is missing or illegible), this limited warranty may be deemed void.
- **Third-Party Products and Accessories:** Any products, parts, or accessories not manufactured by Growlink, even if sold or used in tandem with a Growlink Product, are not covered by this warranty. For example, third-party pumps, lighting systems, power supplies, sensors, or other peripherals attached to or used with a Growlink controller are excluded from Growlink's warranty coverage. Issues caused or exacerbated by any such third-party equipment or accessories fall under the responsibility of their respective manufacturers or providers, not Growlink.

**Scope of Warranty:** This limited warranty applies **only** to the Growlink-manufactured hardware Products themselves (and any genuine Growlink components contained within). It **does not** apply to any software, cloud services, or firmware provided with or embedded in the Product, **except** to the extent that such software or firmware is necessary for the Product's basic operation – in which case any failure of the embedded software due to a defect in materials or workmanship of the hardware will be covered. Software is otherwise governed by the product's software license or EULA. Likewise, any separate services provided by Growlink (such as monitoring services or installation services) are governed by their own terms and are not covered under this hardware warranty.

#### **4. Warranty Claims and Service Procedure**

To obtain service under this warranty, the Customer **must** notify Growlink of the Product's alleged defect within the applicable Warranty Period. Please contact Growlink Customer Support (via the official Growlink website, email, or phone, or through an authorized Growlink reseller/service partner) for instructions on filing a warranty claim. Growlink may require the Customer to provide the following information or materials to process the claim:

1. **Proof of Purchase:** A dated sales receipt, invoice, or order confirmation indicating the date of purchase, the Product model, and the identity of the seller (Growlink or its authorized reseller).
2. **Product Information:** The Product model and serial number (or other identifying markings), and a clear description of the problem or defect observed. Photographs or diagnostic logs may be requested to illustrate the issue.
3. **Customer Contact and Shipping Information:** The Customer's name, organization (if applicable), physical address, email, and telephone number. This ensures return shipping details are correct and allows Growlink to reach the Customer with updates or questions regarding the claim.

Growlink's support team may provide troubleshooting steps or technical support to attempt to resolve the issue prior to initiating a return. If the issue cannot be resolved remotely and warranty service is required, Growlink will issue a Return Merchandise Authorization (**RMA**) or equivalent authorization. The Customer will receive instructions on how and where to send the Product for evaluation and repair/replacement. When returning the Product, it should be packed securely in the original packaging or in a manner that provides an equal degree of protection during transit. The RMA number should be clearly marked on the outside of the package, and the Customer should ship the Product to the address provided by Growlink, following any additional instructions from Growlink's support team.

**Shipping and Handling:** In general, the Customer is responsible for the cost of shipping the Product to Growlink (or to an authorized service center) for warranty evaluation, and for any loss or damage to the Product while in transit to Growlink if not properly packaged. It is recommended to insure the shipment and use a traceable shipping method. Once received, Growlink will inspect and test the returned Product. If the Product is found to have a defect covered by this warranty, Growlink will, at its expense, repair or replace the Product as described in Section 5, and will cover the cost of shipping the repaired/replacement Product back to the Customer. If the warranty claim is not valid (for example, if the problem is not due to a defect in materials or workmanship, or the Warranty Period has lapsed, or an exclusion applies), Growlink will inform the Customer. In such a case, Growlink can, at the Customer's request, either return the Product un-repaired (at the Customer's expense for shipping), or offer to repair or replace the Product at the Customer's cost (if feasible), or dispose of the Product. Any such out-of-warranty services, if available, will be billed according to Growlink's standard rates and terms which would be communicated for approval before proceeding.

## **5. Warranty Remedies**

If a returned Product is confirmed by Growlink to be defective and covered by this warranty, Growlink will take one of the following actions, at its **sole discretion**:

- **Repair:** Repair the Product or the defective component to restore it to proper working order, using new or refurbished replacement parts.
- **Replace:** If repair is not feasible or effective, replace the Product with an identical or equivalent product. The replacement may be a new unit or a refurbished unit that is functionally equivalent to

the original Product. If the exact model is no longer available, an equivalent or upgraded model with similar or better features and performance may be provided as the replacement.

- **Refund or Credit:** In certain cases, if neither repair nor replacement is reasonably available, Growlink may decide to refund the original purchase price of the defective Product or offer a credit toward the purchase of a new Growlink product. Any refund in such case may take into account depreciation of the Product's value from the original purchase date, as permitted by applicable law.

After a repair or replacement, the Product will be returned to the Customer. Any repaired or replaced Product (or parts thereof) continues to be covered by this warranty for the remainder of the original Warranty Period **or** for ninety (90) days after the date of repair/replacement, whichever period is longer. If local law requires any longer warranty period for the repaired/replaced item, Growlink will comply with such requirements. All parts and Products that are replaced under warranty become the property of Growlink. Growlink may use new, refurbished, or reconditioned parts and products when fulfilling its obligations under this warranty, as long as the performance and reliability of the replaced part or product are equivalent to new.

## **6. Limitations of Liability**

**Under no circumstances will Growlink be liable for any losses, costs, or damages beyond the remedies expressly set forth in this warranty.** This limited warranty covers only the repair or replacement of the Growlink Product itself, subject to the terms above. Growlink is **not** responsible for any other losses or damages that may result from a Product defect or malfunction, such as (but not limited to):

- **Crop or Yield Loss:** Any loss of crops, reduction in yield, or damage to plants, produce, or livestock, even if caused by the failure or malfunction of a Growlink Product. The effectiveness of Growlink's equipment in aiding cultivation does not guarantee crop results, and this warranty does not cover agricultural outcomes.
- **Operational Downtime:** Any disruption of business operations, loss of use of the Product or associated systems, or downtime of facilities (for example, greenhouse climate control stoppage or irrigation system downtime) resulting from a Product defect or during warranty service.
- **Financial or Economic Loss:** Any loss of income, revenue, or profits; loss of contracts or business opportunities; loss of goodwill or reputation; increased operational costs; or other commercial or economic losses, even if Growlink was advised of the possibility of such damages.
- **Property Damage or Personal Injury:** Damage to property other than the covered Product itself, or any personal injury, that is alleged to result from a Product defect. (Customers should use and install the Products in accordance with safety guidelines to mitigate such risks. This warranty does not serve as insurance against accidents.)
- **Data Loss or Recovery:** Loss, corruption, or lack of accuracy of data recorded by the Product or stored in or through the Product (for example, environmental or crop data logs), and costs associated with recovering or reconstituting such data. Growlink recommends regular backups or redundant monitoring when data is critical.

In no event shall Growlink's total cumulative liability for any and all claims arising out of or relating to a Product (including but not limited to claims for breach of warranty or contract, negligence, strict liability, or other tort) exceed the amount actually paid by the Customer for that Product. The remedies provided in this

Limited Warranty (repair, replacement, or refund of the defective Product, at Growlink's discretion) are the **exclusive** remedies available to the Customer.

**No Other Warranties:** To the maximum extent permitted by applicable law, this Limited Warranty is the **exclusive** warranty given by Growlink for its hardware products. **Growlink makes no other warranties or conditions, express or implied**, regarding the Products. All other warranties, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are disclaimed by Growlink to the fullest extent allowed by law. If such implied warranties cannot be disclaimed under certain jurisdictions, then to the extent permitted by law, those warranties are limited in duration to the shorter of the legally required minimum period or the applicable Warranty Period stated in this document.

**Consumer Law:** Some states or countries do not allow limitations on incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations may not apply to every Customer. This warranty gives the Customer specific legal rights, and the Customer may also have other rights which vary based on local law. Nothing in this warranty is intended to contravene mandatory consumer protections in any jurisdiction. In the event any provision of this warranty is unenforceable under applicable law, that provision shall be deemed modified or omitted to the minimal extent necessary, so that the remainder of the warranty remains in full force and effect.

## **7. Relationship to EULA and Terms of Sale**

This hardware warranty is provided in conjunction with other agreements and terms that govern the purchase and use of Growlink Products. All Growlink hardware is sold subject to Growlink's **Terms and Conditions of Sale**, and use of any Growlink hardware and its associated software or firmware is subject to the Growlink **End User License Agreement (EULA)**. These documents include additional terms, conditions, limitations, and disclaimers that apply to the Products, including limitations of liability, warranty disclaimers, and governing law provisions.

Nothing in this Hardware Warranty shall be construed to override, limit, or replace the terms of the EULA or the Terms and Conditions of Sale, except to the extent that this warranty may impose additional constraints on Growlink's obligations (which are for the benefit of the Customer). In the event of any conflict between this warranty and the Terms and Conditions of Sale or EULA, the provision that **more favorably limits** Growlink's liability or obligations shall prevail, to the fullest extent permitted by law. Customers are encouraged to review the EULA and Terms and Conditions of Sale, which are made available by Growlink (on its website or upon request) at the time of Product purchase. This warranty is offered in addition to those terms, and all provisions of the EULA and Terms of Sale (such as disclaimers and limitations) apply to the use of the Product and interaction with Growlink, even during warranty service.

## **8. Extended Warranty and Service Plans**

Growlink (or its authorized partners or resellers) may offer optional extended warranty plans or paid service programs for certain Products or customers. For example, an extended coverage plan might allow the Customer to lengthen the standard 36-month coverage period, or add services such as expedited replacement, on-site support, or preventative maintenance. Purchase of any such plan is optional and subject to separate agreement and fees. **If** a Customer has purchased an extended warranty or service plan from Growlink, the terms of that plan will apply **in addition to** this standard warranty (and, to the extent there is any overlap or conflict, the extended warranty terms will supersede the standard warranty terms only for the aspects explicitly covered by the extended plan). If no extended warranty or service plan is purchased, then the standard terms of this 36-month (or 12-month for sensors) warranty apply. For details on available

extended warranty options or service plans (including availability in your region and the specific terms, coverage, and cost), please refer to the documentation provided with the purchase of that plan or contact Growlink sales/support.

## **9. Insurance Recommendation**

This Growlink Limited Warranty covers the repair or replacement of defective hardware products, but it is **not** insurance and does not cover broader losses that may result from a Product's performance or lack thereof. Growlink strongly recommends that commercial customers and any users who rely on Growlink Products for critical applications maintain appropriate insurance coverage to protect against losses or damages not covered by this warranty. Such insurance may include, for example, crop insurance to cover loss of yield or crop value due to equipment downtime, business interruption insurance to cover losses from operational downtime, property insurance to cover damage to facilities or equipment, and liability insurance as appropriate for your operations. Maintaining adequate insurance is a prudent measure to safeguard against risks such as crop loss, revenue loss, or other consequential damages that this warranty explicitly excludes. The existence of this recommendation in no way expands the coverage of the Growlink warranty; even if a Customer does not secure such insurance, Growlink's liability will remain limited to the terms stated in this document.

## **10. General Provisions**

**Jurisdiction and Compliance:** This Limited Warranty is applicable globally to Growlink Products, but it will be interpreted and enforced according to the laws of the country or region in which the Product was originally sold to the Customer, **unless** overriding local law stipulates otherwise. Growlink intends for this warranty to comply with all applicable consumer protection laws; in case of any inconsistency between this warranty and mandatory law, the applicable law will prevail and this warranty shall be deemed adjusted to conform to such law. This warranty is offered in English, and translations may be provided for convenience. In the event of any ambiguity or conflict between the English version and a translated version, the English version shall govern (unless explicitly prohibited by local law).

**No Other Warranties or Modifications:** No Growlink employee, distributor, reseller, or other agent is authorized to modify or extend the terms of this warranty or to make any representations or promises different from those stated in this document. The Customer acknowledges that Growlink has not made any such additional warranties or representations. Any additional warranty provisions provided by a reseller or third party are the sole responsibility of that party. The Customer also acknowledges that this warranty, the Terms and Conditions of Sale, and the EULA (where applicable) collectively constitute the complete and exclusive understanding between Growlink and the Customer regarding warranty and liability for the Product.

**Severability:** If any provision of this warranty is held to be illegal, invalid, or unenforceable by a court or other authority of competent jurisdiction, that provision shall be interpreted in a manner consistent with applicable law to reflect as closely as possible the original intentions of the parties. If it cannot be so interpreted, it shall be severed from this warranty, and the remaining provisions of the warranty will remain in full force and effect.

**Customer Support:** For any questions regarding this warranty, or to obtain warranty service, please contact **Growlink Customer Support**. Contact information can be found on the Growlink website or in the documentation provided with your Product. Growlink is committed to customer satisfaction and will work with you to ensure your Growlink systems operate effectively.