

# Eco Garden Systems Limited Warranty

## Limited 1 Year Warranty

Eco Garden Systems proudly stands behind our products. We strive to produce high-quality products, and therefore, we offer a limited warranty on ALL of our products. Eco Garden Systems warrants to you that for a period of one (1) year from the date of purchase of the product ("Unit") as evidenced by a dated, non-faded, legible original purchase receipt ("Warranty Period"), that under normal use and service, such Unit will materially conform to the specifications set forth in the Assembly Guide accompanying the Unit and will be free from material defects in materials and workmanship. Without limiting the foregoing, Unit defects or damage caused or arising in whole or in part by or from (i) improper, incorrect, or inappropriate handling, assembly, storage, maintenance, or use, (ii) neglect, and (iii) alteration, including without limitation painting or coating are excluded from this limited warranty.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH, ECO GARDEN SYSTEMS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE UNIT, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN THE EVENT WARRANTIES EXIST AT LAW THAT MAY NOT BE DISCLAIMED, YOU AGREE THAT SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD.

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Unit. Third Party Products are not covered by the Eco Garden Systems limited warranty.

For the avoidance of doubt, ECO GARDEN SYSTEMS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Eco Garden Systems shall not be liable for a breach of warranty unless: (i) you give written notice of the defect, reasonably described, to Eco Garden Systems within ten (10) days of the time when you discover or ought to have discovered the defect; (ii) Eco Garden Systems is given a reasonable opportunity after receiving the notice to examine such Unit and you provide clear photos of issues identified. If the issues identified and represented by the photos/images are deemed to constitute a warranty failure Eco Garden Systems will request the return such Unit to

Eco Garden Systems at our cost for the examination to take place there; and (iii) Eco Garden Systems reasonably verifies your claim that the Unit is defective. With respect to any such Unit during the Warranty Period, Eco Garden Systems shall, in its sole discretion, either: repair or replace such Unit (or the defective part).Eco Garden Systems will then ship a replacement unit and shipping will be covered by customer/end-user

IN NO EVENT SHALL ECO GARDEN SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE TERMS OF THIS ASSEMBLY GUIDE, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY YOU OR COULD HAVE BEEN REASONABLY FORESEEN BY YOU, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ECO GARDEN SYSTEMS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID FOR THE UNIT.