

EASY ROOTS

Terms of Service/Purchase, Shipping and Refund Policy

Easy Roots hereby sells to the website customer (“Customer”) and Customer hereby purchases from Easy Roots the equipment (the “Equipment”) purchased through the Easy Roots website (the “Website”). Such Equipment shall be shipped FOB to Customer’s designated installation site either directly from the manufacturer or from an Easy Roots warehouse facility with freight prepaid and absorbed by Easy Roots. The purchase price for the Equipment through the Website includes applicable taxes. Customer agrees to pay all personal property taxes that may be levied against the Equipment after the date of delivery.

Easy Roots shall use its reasonable efforts to deliver the Equipment to Customer on or before the delivery date set forth in the Website purchase confirmation. Delivery shall be made FOB at the installation site provided by the Customer. Risk of loss during transit shall remain with (i) Easy Roots if such Equipment is being delivered from an Easy Roots warehouse or (ii) the manufacturer of the Equipment if such Equipment is being delivered from the manufacturer. All risk of loss upon and after delivery shall be borne by Customer. Acceptance of the Equipment shall be deemed to occur upon delivery. Upon acceptance, Customer assumes full responsibility for Equipment installation, testing upgrades, maintenance and any potential issues related to reliability, consistency or performance of the Equipment. Customer shall be solely responsible for installation of the Equipment and for hiring the appropriate licensed contractors and professionals to install the Equipment and verify functionality and performance.

Customer acknowledges and agrees that certain Equipment purchased through the Website may be eligible for extended manufacturer warranties, provided that certain steps and actions are taken with respect to the ongoing maintenance, monitoring and performance of such Equipment and the communication thereof to the manufacturer. It is the sole responsibility of the Customer to comply with the applicable requirements of the manufacturer to maintain eligibility for coverage under the applicable warranties.

All sales of Equipment through the Website are final. All payments made to Easy Roots in connection therewith are considered final and non-refundable, with exceptions considered solely by Easy Roots on a case by case basis. In the event Easy Roots approves a return, Customer will be charged a 30% restocking fee.