



Active Grow LLC Warranty Terms

The Active Grow Team thanks you for choosing this sustainable product. All of our lamps, fixtures, integrated luminaires, grow tents, inline fans and growing trays feature the latest in horticultural technology and will provide you with high-quality performance and happy plants. Now get growing!

Active Grow LLC Limited Warranty Policy

Active Grow (the "Seller") warrants that its lamps, fixtures, grow tents, inline fans and growing trays listed below (the "Product") are, at the time of delivery to the Buyer, in good working order and free from defects in material and workmanship.

If a Product fails to conform with this limited Warranty for the specified period below, Seller will at its sole option, either (i) repair the Product at no charge, or (ii) replace the Product at no charge or (iii) provide Buyer a credit for a future Product purchase calculated as follows: (Invoice price of the Product (\$) x undelivered Warranty period (operating hours)) / intended Warranty period (operating hours).

Product Type	Warranty Period
CLED Lamps	1-year limited warranty @18h/day indicated on the Product Spec Sheet published on website
PAR Lamps	2-year limited warranty @18h/day indicated on the Product Spec Sheet published on website
T5 & T8 Lamps / T5 Fixtures / Integrated Luminaires	3-year limited warranty @18h/day indicated on the Product Spec Sheet published on website
LoPro Series / VertFarm Series / SG Series / Cultivar Series Luminaires	5-year limited warranty @18h/day indicated on the Product Spec Sheet published on website
Walden Grow Tents	2-year limited warranty indicated on the Product Spec Sheet published on website
Inline Fans	1-year limited warranty indicated on the Product Specifications section published on website
Microgreen Trays / Heavy Duty Trays	2-year limited warranty indicated on the Product Specifications section published on website

Replacement of the Product does not include any removal or reinstallation costs or expenses, including without limitation labor cost or expenses, shipping costs to return nonconforming Products or any damage that may occur during the return of the Product to the Seller. If Seller chooses to replace the Product and is not able to do so because such Product has been discontinued or is not available, Seller may replace it with a product of comparable functionality.

This limited Warranty is subject to the following additional conditions:

- 1) Product must be used in accordance within the conditions described in the product installation manual and specification sheet.
- 2) The Product has not been subject to abuse, mishandling, alteration, accident, electrical current fluctuations, acts of gods, neglect, failure to follow operating, maintenance or environmental instructions prescribed by Seller in writing or services performed by someone other than Seller or its duly authorized service provider in writing.
- 3) Adequate Product operating records are kept and made available to the Seller if requested.
- 4) A Seller representative has access to the Product installation and the fixture used to operate it.
- 5) Product has been purchased directly through Seller's authorized distributor or dealer.
- 6) Product has been purchased and used in regions that are within jurisdiction of the United States and Canada.
- 7) Returned Product includes Return Goods Authorization (RGA) and original proof of purchase.

Replacement Product or parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the original Product or original parts they replace. LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH THE PRODUCT IS MANUFACTURED. This warranty applies only to Products that are operated within Seller specifications and operated in lighting equipment designed and approved for the application and in environmental conditions (temperature, humidity and air movement) within the normal specified operating range of the system. Warranty is not applied for any Product, which are used in violation of any standard, code or instructions for use. Warranty applies to products manufactured and marketed by Active Grow only and does not include third party products (ballasts, emergency inverters/drivers/ballasts, sockets, etc.) that are used in the installation.

EXCEPT FOR THE EXPRESSED WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, COMPENSATORY, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL WHETHER NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SELLER IS ONLY BOUND BY ABOVE EXPRESSED WARRANTY. NO OTHER EXPRESSED WARRANTY OR GUARANTEE GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND SELLER.