



Hawthorn Hydroponics LLC

LIMITED WARRANTY

FOR

GENERAL HYDROPONICS SYSTEMS AND PARTS

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU

YOUR RIGHTS AND THIS LIMITED WARRANTY. This warranty (this “Limited Warranty”) applies to your purchase of a product from the General Hydroponics line of systems and parts (the “Product”). This Limited Warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty shall apply to the fullest extent allowed by applicable laws. Hawthorne Hydroponics LLC (“Hawthorne Hydroponics”) warrants to the original retail purchaser of a new Product that the Product will be free from defects in material and workmanship under normal use and service conditions for a period of six months from the date of original retail purchase of the Product (the “Warranty Period”). Hawthorne Hydroponics will, at Hawthorne Hydroponics’ option as determined in Hawthorne Hydroponics’ sole discretion, repair, replace, or refund the original retail purchase price paid to Hawthorne Hydroponics for, a Product that is defective pursuant to the terms of this Limited Warranty. Any Product that has been repaired or replaced under this Limited Warranty shall remain covered by this Limited Warranty for the remainder of the Warranty Period, if any. This Limited Warranty shall be null and void as to any Product that has been subjected to non-conforming use, tampering, abuse, improper installation, operation, maintenance, storage or handling, unauthorized modifications or alterations, improper voltage supply, disruptive power surges, misuse or acts of God. This Limited Warranty constitutes the whole and complete understanding of Hawthorne Hydroponics and the original retail purchaser as to the warranty of the Product.

EXCLUSIONS FROM WARRANTY. This Limited Warranty does not apply to any of the following (each, an “Ineligible Product”):

- A Product that has been incorrectly installed and/or not adjusted according to the Hawthorne Hydroponics technical installation manual.
- Except as pre-approved in writing by Hawthorne Hydroponics, a Product utilized for commercial purposes.
- Damage to the Product determined by Hawthorne Hydroponics to be caused by impact or abuse of the Product.

- Damage to the Product resulting from use of the Product in what Hawthorne Hydroponics, in its sole discretion, considers extreme applications.
- A Product that has been modified.
- Damage to parts not manufactured by Hawthorne Hydroponics.
- Damage caused by the use of parts that are not compatible, suitable and/or authorized by Hawthorne Hydroponics for use with the Product.
- Damage caused during shipment of the Product.
- A Product that has not been purchased from Hawthorne Hydroponics or its authorized reseller.
- A Product that is marked as “sample” or sold “as is”.

WARRANTY DISCLAIMERS. EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HAWTHORNE HYDROPONICS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HAWTHORNE HYDROPONICS ALSO LIMITS ANY APPLICABLE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (AND ANY OTHER IMPLIED WARRANTIES) THAT MAY BE APPLICABLE TO THE PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY HAWTHORNE HYDROPONICS WITH RESPECT TO THE PRODUCT, AND IS GIVEN IN LIEU OF ANY OTHER WARRANTY. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

LIMITATION OF LIABILITY. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, AND TO THE FULLEST EXTENT ALLOWED BY LAW, HAWTHORNE HYDROPONICS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE, OTHER TORT, OR ANY OTHER THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF HAWTHORNE HYDROPONICS HAS BEEN ADVISED OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. HAWTHORNE HYDROPONICS’ LIABILITY, AND THE LIABILITY OF HAWTHORNE HYDROPONICS’ AFFILIATES, EMPLOYEES, LICENSORS, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL RETAIL PURCHASER TO HAWTHORNE HYDROPONICS OR ITS AUTHORIZED RESELLER. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion

may not apply to you and you may also have other legal rights that vary from jurisdiction to jurisdiction.

NON-TRANSFERABILITY OF LIMITED WARRANTY. This Limited Warranty is not transferable from the original retail purchaser of the Product to subsequent owners or purchasers. It may not be transferred, assigned or passed on by the original retail purchaser.

GOVERNING LAW; JURISDICTION. This Limited Warranty is governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. For all disputes not otherwise subject to arbitration in accordance with this Limited Warranty, you agree to submit to the exclusive personal jurisdiction of the state and federal courts in or for Sonoma County, California, for the purpose of litigating all such claims or disputes, which courts shall also be the exclusive venue for the litigation such claims and disputes.

WARRANTY CONDITIONS AND HOW TO SUBMIT A CLAIM. Before being able to claim under this Limited Warranty, the original retail purchaser of the Product must (a) notify Hawthorne Hydroponics during the Warranty Period of the purchaser's intention to submit a claim, (b) provide Hawthorne Hydroponics a reasonably adequate description of the alleged nonconformity of the Product, (c) provide satisfactory proof of the date of purchase of the Product, and (d) comply with Hawthorne Hydroponics' return shipping instructions. Any postage, insurance or shipping costs incurred in sending the Product to Hawthorne Hydroponics for service are your responsibility. You may notify Hawthorne Hydroponics by (x) submitting notice via the contact page at <http://generalhydroponics.com/contact-us>, (y) writing Hawthorne Hydroponics, 2877 Giffen Ave, Santa Rosa, CA 95407, Attn: Consumer Services, and/or (z) calling toll free at 800-374-9376. Hawthorne Hydroponics shall have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion, after examination of the returned Product, that the Product is an Ineligible Product.

HOW TO CONTACT HAWTHORNE HYDROPONICS. This Limited Warranty is available at <http://genhydro.com/warranty>. You may request a physical copy of this Limited Warranty by writing Hawthorne Hydroponics at: Hawthorne Hydroponics, 2877 Giffen Ave, Santa Rosa, CA 95407, Attn: Consumer Services. You may also contact Hawthorne Hydroponics by submitting a request at <http://generalhydroponics.com/contact-us>, or by telephone, toll free at 800-374-9376. You may also find additional information and assistance at <http://generalhydroponics.com>.

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