

IRRIGREEN, INC.
LIMITED TWO YEAR WARRANTY – IRRIGREEN™ IRRIGATION PRODUCT

Limited Warranty. IrriGreen, Inc. ("we", "us", "our") warrants its irrigation product (consisting of sprinklers, server box and remote programmer) against defects in material and workmanship for a period of two years from the original date of purchase, provided they are used for irrigation purposes as intended by us in our specifications. Our product warranty is provided solely to the original end user ("you") of our products and is not transferable. Warranty on sprinklers void if electronic compartment opened or tampered with after purchase, unless performed by IrriGreen personnel.

During the warranty period and upon proof of purchase, at our option, we will either repair or replace any part found to be defective, using new or refurbished parts, without charge. Our liability is limited solely to the repair or replacement of defective parts of our product. These are your sole and exclusive remedies for any breach of warranty. There are no other express warranties.

Our limited warranty only covers product issues caused by defects in material or workmanship during ordinary use during the limited warranty period. It does not cover product issues caused by any other reason including but not limited to defect or issues due to (i) acts of God (e.g. lightning, flooding, etc.); (ii) damage by accident, misuse, or abuse; (iii) customer installations or installations performed in any manner contrary to our specifications and instructions; (iv) limitations of technology; or (v) modifications or alterations of or to any part of our product unless done or approved by us. We are also not liable for failure of products not manufactured by us even though such products may be sold or used in conjunction with our products. Our warranty does not apply to software products contained in our product such software being provided AS IS or batteries used within our product.

Service Fees. Any service fees related to removing any defective part and/or re-installing repaired or replaced parts shall be at the end user's sole cost and expense unless the end user has a written service contract with us or with a certified IrriGreen irrigation system installer in which case such written contract will control regarding such service fees.

Warranty Service. To obtain the benefits of our warranty, you must contact your certified IrriGreen irrigation system installer and provide to them a copy of the original sales receipt or other proof of purchase within the warranty period. You or the certified installer are responsible for any damage to any part or loss resulting from removing any defective part or product and/or re-installing any repaired or replaced parts. For questions, you can call us at 612-238-7575.

Grounding. Our limited warranty for server boxes is void if the service box is not properly grounded per our manufacturer's specifications. It is the responsibility of the installer to connect all electronic irrigation equipment for which they are responsible to earth ground in accordance with the National Electrical Code (NEC). Even with optimum grounding, we are not liable for product failures due to acts of God (e.g. lightning, flooding, etc.) and these failures are not covered by this warranty.

WARRANTY EXCLUSIONS & LIMITATIONS. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. None of our resellers, certified installers, agents, or employees are authorized to make any modification, extension, or addition to this warranty.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

WE ARE NOT LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF OUR PRODUCTS, INCLUDING BUT NOT LIMITED TO: VEGETATION LOSS, THE COST OF SUBSTITUTE PARTS OR EQUIPMENT OR SERVICES REQUIRED DURING PERIODS OF MALFUNCTION OR RESULTING NON-USE, PROPERTY DAMAGE OR PERSONAL INJURY RESULTING FROM INSTALLER'S ACTIONS, WHETHER NEGLIGENT OR OTHERWISE, OR DAMAGE CAUSED BY A DEFECTIVE PART OR PRODUCT SUCH AS FLOODING.

Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state. October 2020