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

Limited Warranty. IrriGreen, Inc. ("we", "us, "our") warrants its irrigation product (consisting of digital sprinklers, controller box, and over-molded cabling) against defects in material and manufacturing for a period of two years from the original date of purchase, provided the product is used for irrigation purposes only, as intended by us and in accordance with product specifications. This warranty is offered solely to the original end user ("you") of our products and is nontransferable. The warranty on sprinklers is void if the electronic compartment is opened or tampered with after purchase, unless performed by IrriGreen personnel.

During the warranty period and upon proof of purchase, at our option, using new or refurbished parts, we will either repair or replace at no cost any product found to be defective if covered according to the terms of this warranty. Our liability is limited solely to the repair or replacement of defective parts of our product during the warranty period. These are the sole and exclusive remedies for any breach of warranty. There are no other express warranties.

This limited warranty covers only product issues caused by defects in material or manufacturing detected during ordinary use within the limited warranty period. The warranty does not cover product issues associated with any other cause, including but not limited to defect or issues resulting from any of the following: (i) acts of God (e.g., lightning, flooding, etc.); (ii) accident, misuse, or abuse; (iii) installation or operation performed in any manner contrary to product specifications and instructions; (iv) limitations of technology; or (v) modifications or alterations of or to any part of our product. 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 errors or defects related to software or 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.

Warranty Service. To obtain the benefits of our warranty, you must contact IrriGreen and provide a copy of the original sales receipt or other proof of purchase within the warranty period. You or your 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, call 612-238-7575.

Grounding. The limited warranty for controller boxes is void if not properly grounded per manufacturer specifications. It is the responsibility of the installer to connect all required electronic irrigation equipment to earth ground in accordance with the National Electrical Code (NEC). Even with optimal grounding, we are not liable for product failures resulting from acts of God (e.g., lightning, flooding, etc.), and these failures are not covered under this warranty.

WARRANTY EXCLUSIONS & LIMITATIONS. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESSED, OR IMPLIED. No reseller, installer, agent, or employee is 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 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 DAMAGES IN CONNECTION WITH THE FOLLOWING: VEGETATION LOSS OR EROSION; PROPERTY, LANDSCAPE, OR BUILDING DAMAGES; DAMAGES RESULTING FROM NON-USE, MISUSE, ABUSE, OR MALFUNCTION; OR DAMAGES CAUSED BY DEFECTIVE PARTS OR PRODUCTS RESULTING FROM ANY OF THE AFOREMENTIONED CIRCUMSTANCES, EVENTS, OR CONDITIONS. WE ARE ALSO NOT LIABLE FOR ANY COSTS ASSOCIATED WITH THE FOLLOWING: USE OF TEMPORARY OR PERMANENT ALTERNATIVE OR SUBSTITUTE PARTS, EQUIPMENT, OR ACCESSORIES; ANY LAPSE IN THE PERFORMANCE OF ROUTINE MAINTENANCE OR REPAIR; USE OF ANY MAINTENANCE, REPAIR, OR OTHER SERVICES REQUIRED DURING PERIODS OF NON-USE OR MALFUNCTION OR RESULTING FROM MISUSE, ABUSE, OR NEGLECT; OR PERSONAL INJURY RESULTING FROM OPERATOR OR INSTALLER ACTION(S), WHETHER OCCURRING AS A RESULT OF ERROR, OVERSIGHT, INEXPERIENCE, NEGLIGENCE, OR OTHERWISE.

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, and as such, the above limitations or exclusions may not apply in such cases. This warranty provides specific legal rights, and other rights may vary by state. Issued January 2023.