

WACHSEN STAINLESS STEEL PRODUCTS LIMITED LIFETIME WARRANTY

WACHSEN offers a Limited Lifetime Warranty for its stainless steel cultivation carts. This warranty only applies to the original purchaser and is non-transferable. This warranty exclusively covers manufacturing defects in material and workmanship of WACHSEN cultivation carts (the "Product") during normal horticultural use, and when properly stored, installed, serviced, maintained, and operated, for as long as the Product is owned by the original purchaser. Finish reduction, scratches, staining or acid/alkaline etching over time due to normal usage, cleaning practices, environment, or climate conditions, are not manufacturing defects and are not applicable to this warranty. Warranty will be void on any product improperly installed, subjected to misuse, abuse, negligence, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, accident or use contrary to any instructions issued. WACHSEN will not be responsible for any incidental or consequential costs associated with removal or installation of the cultivation carts or accessories. Exclusive warranty coverage starts from the invoice date of the Products. Any returned materials must be accompanied by a return requisition form and return requisition identification number from the WACHSEN RMA requisition department. Proof of purchase may be required in order to be valid for warranty benefits.

Limited Lifetime Warranty for Stainless Steel Carts

WACHSEN provides a limited lifetime warranty on all stainless steel as long as the original purchaser owns the facility in which the WACHSEN Product was originally installed. One-Year Limited Warranty for Accessories WACHSEN warrants all Accessories for (1) year from the date of purchase, as long as the original purchaser owns the facility in which the WACHSEN Product was originally installed. One-Year Limited Warranty for Caster Wheels and Accessories WACHSEN warrants all Caster Wheels and Accessories for (1) year from the date of purchase, as long as the original purchaser owns the facility in which the WACHSEN Product was originally installed.

Warranty for Lighting Systems

All lighting systems included with WACHSEN Products are fully backed and supported by their manufacturers' and the corresponding product's warranty. WACHSEN is not responsible for issues related to manufacturing defects, non-functioning lighting systems, or warranty claims regarding said systems.

Exclusive Remedy

In the event of any defect in the Product that breaches the foregoing warranties, WACHSEN, as its sole obligation and Buyer's sole remedy, will, at its option, repair or replace the defective part of the Product. Buyer has no rights beyond this sole remedy, including for a refund or credit. WACHSEN is to be notified with a description of the problem to claim the defective product. In order to notify WACHSEN and receive assistance or service under this warranty, the original purchaser may: (1) call 1-450-433-3336 for a customer service representative who can assist you, or (2) write the customer service department c/o WACHSEN Inc., 12300 De l'Avenir, Mirabel, QC, J7J 2K4, and include a description of the problem, model number, location of purchase, your name, address, phone number and approximate date of purchase, or (3) email WACHSEN customer service department by going to www.wachsenpro.com, or (4) notifying the location or distributor from which the Product was purchased. You may be required to return the Product to WACHSEN for inspection and proof of purchase may be required.

Limitations and Exclusions

WACHSEN WILL NOT BE LIABLE FOR ANY OTHER DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING ANY CLAIM OR BREACH OF WARRANTY HEREUNDER OR ANY OTHER CAUSE, AND WHETHER ARISING IN CONTRACT OR IN TORT (including negligence and strict liability). All of the above warranties do not cover damages resulting from improper maintenance, repair, cleaning or installation, misuse, abuse, alterations, accidents, natural deposits, natural oxidation, erosion, or force majeure. Damage to the product caused by accident, misuse or abuse is not covered by this warranty. Failure to comply with cleaning instructions may void this WACHSEN warranty. WACHSEN reserves the right to discontinue or modify any product at any time. All cultivation carts should be assembled by qualified professionals. WACHSEN is not responsible for any issues that arise due to inadequate assembly. If you require assistance with installation or function, please contact WACHSEN Customer Service at www.wachsenpro.com or 1-450-433-3336. *Labor, shipping, and handling not included.

Buyer shall assume all liability for property damages, personal injury, death or other damages suffered by any third party as a result of any claim(s) alleging breach of warranty, negligent design, construction, or installation. Buyer agrees to indemnify, defend, and hold Wachsen harmless from any claim(s), including legal fees and court costs, in connection with claim(s) for breach of warranty or negligent design, construction, or installation of the goods brought by third parties for property damage, personal injury, or death.

This warranty is expressly in lieu of all other warranties expressed or implied including the warranties of merchantability and fitness for use and of all other obligations or liabilities on our part. We neither assume, nor authorize any other person to assume for us, any other liability in connection with the sale of equipment or any part thereof. We make no warranty whatsoever in respect to any specific level of production or performance, or as to any parts or accessories not supplied by us. Warranties on purchased parts, such as electric motors and controls, are limited to the terms of warranty extended by our supplier. Wachsen reserves the right to change models and specifications at any time without notice or obligation. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES DESCRIBED HEREIN, (A) NEITHER WACHSEN NOR ANY PERSON ON ITS BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; (iv) NON-INFRINGEMENT; OR (v) PERFORMANCE OF GOODS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY WACHSEN, OR ANY OTHER PERSON ON ITS BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED HEREIN.

Buyer acknowledges and agrees that Product it purchases may contain, be contained in, incorporated into, attached to, or packaged together with the products manufactured by a third party ("Third Party Products"). Third Party Products are not covered by this limited warranty. For the avoidance of doubt, Seller makes no representations or warranties regarding any Third Party Products.