

## LIMITED WARRANTY AND INDEMNITY

Manufacturer's Limited Warranty for the Products is posted on the Manufacturer's website at [www.avagrows.com](http://www.avagrows.com)

### General limitation of Warranty

OTHER THAN THE LIMITED WARRANTIES STATED IN THE PARAGRAPHS BELOW, ALL OTHER WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED INCLUDING, WITHOUT LIMITATION, EXPRESSED AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. AVA'S LIABILITY TO BUYER ARISING OUT OF OR RELATING TO ANY PRODUCTS SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY BUYER TO AVA FOR SUCH PRODUCTS. IN NO EVENT WILL AVA BE LIABLE FOR LOST USE, PROFITS, REVENUE, COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER AVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. AVA shall have no liability under any limited warranty, unless AVA is notified in writing promptly upon Buyer's discovery of the defect and the defective items are returned to AVA or its distributors via a return merchandise authorization (RMA), freight prepaid, and received by AVA or its distributors not later than ten (10) days after expiration of the warranty period.

### Limited Warranty for Products

AVA Technologies Inc. warrants that the PRODUCTS manufactured, distributed or sold by it will be free of any claim of ownership by third parties

and be free from defects in materials and workmanship. This limited warranty does not apply to damage resulting from commercial, abusive or unreasonable use. The warranty period specified herein for the PRODUCT will be for a period of **one year** from the shipment date of any PRODUCTS sold by AVA Technologies Inc. Should PRODUCTS fail to operate in accordance with this warranty, AVA will, at its sole discretion, repair or replace such PRODUCTS, freight prepaid, or credit Buyer for the purchase price, subject, for the sake of clarity, to the limited warranty Terms and Conditions. AVA reserves the right to test the returned PRODUCT prior to issuing any credit or replacement PRODUCT, as applicable. In the event PRODUCTS have been discontinued or PRODUCTS are no longer available, AVA may substitute with a comparable item.

### Specific Limitation of Warranty

The limited warranty of AVA Technologies Inc. DOES NOT apply to PRODUCTS which are (1) identified by AVA as prototypes or preproduction units; (2) incorporated into any third-party product; (3) modified or customized to meet the BUYER Specifications; (4) disassembled, repaired, modified or altered by any party other than AVA; (5) used in conjunction with equipment not provided by, or acknowledged as compatible by, AVA; (6) subjected to unusual physical, thermal, or electrical stress; (7) damaged due to misuse, abuse, contamination, operation or storage or exposure to improper electrical values, operating ranges and environmental conditions; (8) damaged due to accident or negligence in use, storage, transportation or handling; (9) resold or made available to the customer or market under a private label; or (10) damaged or fails to perform as a result of an Act of God or used in violation of any applicable standard, code or instructions for use in the applicable country of sale.

Note: If you experience a problem or have questions email [support@avagrows.com](mailto:support@avagrows.com). Please be sure to specify the model number and serial number located on the label of your unit.