

Warranties

Hawthorne Hydroponics LLC ("Hawthorne")

LIMITED WARRANTY for Signature Line Products

IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU AND YOUR PURCHASE OF HAWTHORNE SIGNATURE LINE PRODUCTS.

- 1. YOUR RIGHTS AND THIS LIMITED WARRANTY.** This warranty (this "Limited Warranty") applies to your purchase of only those Hawthorne Signature Line Products referenced in the attached Product Warranty Schedule, which may be updated from time to time by Hawthorne (the "Product"). This Limited Warranty does not apply to any other Hawthorne Signature Line Products not listed in the Product Warranty Schedule or any other products or consumables used with the Product or third party products distributed by Hawthorne. 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.
- 2. LIMITATION ON DURATION OF IMPLIED WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HAWTHORNE LIMITS THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- 3. WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE.** Hawthorne warrants to the original retail purchaser of a Product purchased from an authorized Hawthorne dealer that the Product will be free from defects in materials and workmanship for a period of time listed on the Product Warranty Schedule for the applicable Product (the "Warranty Period"). The Warranty Period begins from the date of purchase listed on the original retailer purchaser's purchase receipt that is issued from a Hawthorne authorized dealer. A list of all authorized Hawthorne retailers is available at [https://www.hawthornegc.com/page/findretailer \(/page/findretailer\)](https://www.hawthornegc.com/page/findretailer (/page/findretailer)). If the Product fails to conform to this Limited Warranty during the Warranty Period, Hawthorne will, at Hawthorne's option as determined in Hawthorne's sole discretion, either (a) repair or replace the defective Product or any component thereof; or (b) accept the return of the Product and refund the money actually paid by the original retail purchaser for the Product. Repair or replacement may be made with a new or refurbished Product or components thereof, at Hawthorne's option as determined in Hawthorne's sole discretion. If the Product or a component incorporated within is no longer available, Hawthorne may replace the Product or component in question with a similar product or component of similar function, at Hawthorne's option as determined in Hawthorne's sole discretion. The foregoing is your sole and exclusive remedy for Products that do not conform to being free from defects in materials and workmanship. Any Product or component thereof 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 or components thereof that have 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.

4. WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO SUBMIT A CLAIM UNDER THIS LIMITED

WARRANTY. Before being able to claim under this Limited Warranty, the original retail purchaser of the Product must (a) notify the Hawthorne authorized dealer through its authorized dealer from which the warranted Product was purchased during the Warranty Period of the purchaser's intention to submit a claim, (b) provide the Hawthorne authorized dealer from which the warranted Product was purchased a reasonably adequate description of the alleged nonconformity of the Product or its component(s), and (c) comply with Hawthorne's return shipping instructions provided by the Hawthorne authorized dealer from which the warranted Product was purchased. You may notify the Hawthorne authorized dealer from which the warranted Product was purchased by returning the Product to the location of purchase. If the Product was purchased from Hawthorne, or the authorized dealer location ceases to operate at the location from which you purchased the Product, you may provide notice to Hawthorne by (x) emailing RMA@hawthornegc.com (mailto:RMA@hawthornegc.com), (y) writing Hawthorne Hydroponics LLC, 3204 NW 38th Circle, Vancouver, WA 98660, Attn: Customer Service, and/or (z) by calling Hawthorne toll free at 1-888-478-6544 (tel:18884786544). Hawthorne shall not have any warranty obligations with respect to a returned Product or component(s) thereof if it determines, in its reasonable discretion, after examination of the returned Product, that the Product is an Ineligible Product (as defined below).

5. WHAT THIS LIMITED WARRANTY DOES NOT COVER. This Limited Warranty does not cover the following (collectively, "Ineligible Products"): (a) Products or their components marked as "sample" or sold "as is"; (b) Products that were not purchased from an authorized Hawthorne dealer, or (c) Products or their components that have been subject to (i) unauthorized modifications or alterations, tampering, or improper maintenance or repairs, (ii) handling, storage, installation, testing or use not in accordance with the Product documentation or other instructions provided by Hawthorne, (iii) abuse or misuse of the Product, (iv) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network to which the Product is attached, (v) "acts of God", including lightning, flood, tornado, earthquake, or hurricane, or (vi) or other excluded conditions listed on the Product Warranty Schedule for the applicable Product. Unauthorized use of the Product or software, if applicable, can impair the Product's performance and may invalidate this Limited Warranty.

6. DISCLAIMER OF WARRANTIES. EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HAWTHORNE DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT AND ITS COMPONENTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, AND TO THE FULLEST EXTENT ALLOWED BY LAW, HAWTHORNE, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS, SUPPLIERS, AND AUTHORIZED DEALERS 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 PRODUCTS OR RELATED SERVICES. 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 HAS BEEN ADVISED OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. HAWTHORNE'S LIABILITY, AND THE LIABILITY OF HAWTHORNE'S 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. 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.

8. 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.

9. GOVERNING LAW; JURISDICTION. This Limited Warranty is governed by the laws of the State of Ohio 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 Franklin County, Ohio, 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.

10. DISPUTE RESOLUTION.

(a) PLEASE READ THIS SECTION CAREFULLY. YOU AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

(b) You and Hawthorne agree to resolve any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to this Limited Warranty exclusively by binding arbitration. Further, you agree arbitration is final and binding, and subject to only very limited review by a court. You also waive your right to any form of appeal, review or recourse to any court or other judicial authority, to the fullest extent allowed by law. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Limited Warranty. Any dispute or claim made by you against Hawthorne or vice versa arising out of or relating to this Limited Warranty (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that you may take claims to small claims court if they qualify for hearing by such a court.

(c) You must first present any dispute to us by contacting Hawthorne to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days after presenting the claim or dispute to Hawthorne. Hawthorne may request arbitration against you at any time after it has notified you of a dispute. The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of the American Arbitration Association as modified by this Limited Warranty. The place of any arbitration shall be exclusively Franklin County, Ohio, USA, and shall be conducted in the English language. Disputes will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you, nor Hawthorne nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

(d) There shall be no right or authority for any claims subject to the arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general). Hawthorne will pay all administrative fees and expenses for any arbitration that Hawthorne initiates. All other arbitration will be divided equally between you and Hawthorne according to rules of the American Arbitration Association. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing. You must contact Hawthorne within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

(e) If you do not wish to be bound by arbitration and waive your rights to participate in a class-action, you must notify Hawthorne in writing within thirty (30) days of the date that you purchase the Product and include: (i) your name, (ii) your mailing address, (iii) original purchase receipt showing the Product name and date of purchase, and (iv) a statement that you do not wish to resolve disputes with Hawthorne through arbitration. You must send your notice to: Hawthorne Hydroponics LLC, Hawthorne Hydroponics LLC, 3204 NW 38th Circle, Vancouver, WA 98660, Attn: Customer Service. If you do not notify Hawthorne, you agree to be bound by the arbitration and class-action waiver provisions of this Limited Warranty.

11. ENTIRE AGREEMENT; OTHER TERMS.

(a) This Limited Warranty also includes the supplemental terms included in the Product Warranty Schedule for the applicable Product, if any ("Product Specific Terms"), which are incorporated by reference as if fully stated within this Limited Warranty.

(b) This Limited Warranty constitutes the whole and complete understanding of Hawthorne and the original retail purchaser as to the warranty of the Product. In the event of a conflict between the Limited Warranty and the Product Specific Terms, the Product Specific Terms shall control to the extent necessary to resolve such conflict. This Limited Warranty does not apply to products not manufactured by or for Hawthorne.

12. HOW TO CONTACT HAWTHORNE. This Limited Warranty is available at <https://www.hawthornegc.com/warranties>. You may request a physical copy of this Limited Warranty by writing Hawthorne at: Hawthorne Hydroponics LLC, 3204 NW 38th Circle, Vancouver, WA 98660, Attn: Customer Service. You may also contact Hawthorne by email at RMA@hawthornegc.com (<mailto:RMA@hawthornegc.com>), or by telephone, toll free at 1-888-478-6544 (tel:18884786544). You may also find additional information and assistance at <https://www.hawthornegc.com/page/contact> (/page/contact).

Published December, 2018

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Product	Warranty Period	Exclusions	Product Specific Terms
HGC906056	5 Year		
HGC726677	1 Year		
HGC726685	1 Year		
HGC726695	1 Year		
HGC726702	1 Year		
HGC726402	1 Year		
HGC708506	1 Year		
HGC708898	1 Year		
HGC708900	1 Year		
HGC708902	1 Year		
HGC708904	1 Year		
HGC708906	1 Year		
HGC708908	1 Year		
HGC708910	1 Year		
HGC702773	2 Year		
HGC702660	3 Year		
HGC702670	3 Year		

Product	Warranty Period	Exclusions	Product Specific Terms
HGC702672	3 Year		
HGC702676	3 Year		
HGC734155	1 Year		
HGC734175	1 Year		
HGC702605	3 Year		
HGC902680	3 Year		
HGC902681	3 Year		