

Wachsen Rolling Benches & Bench Tray Limited Warranty

All equipment is warranted to the original purchaser, and no other party, to be free from defects in material and workmanship under normal use and service, and when same has been properly stored, installed, serviced, maintained, and operated.

This limited warranty shall not apply to products which have been altered, reconstructed or repaired without Hydrotek Hydroponics' express authorization. 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. Hydrotek Hydroponics' sole obligation under this warranty, and Buyer's sole remedy, shall be limited to the repair or exchange of any part(s) which may thus prove defective under normal use and service as follows: all plastic parts are covered under a Limited Lifetime Warranty, all metallic structural components and trellis supports within two (2) years, and all other parts within one (1) year from the date of shipment by Hydrotek Hydroponics to the original purchaser, and which Hydrotek Hydroponics' examination shall deem to its satisfaction to be thus defective. Buyer has no rights beyond this sole remedy, including for a refund or credit.

Additionally, the Rolling Bench and Bench Tray warranty will be voided if the following conditions are not adhered to:

- a. Greenhouse use requires covering with appropriate UV protection.
- b. Used for Horticulture or Agriculture purposes only.
- c. Weight tolerances (lbs/sq ft) are not exceeded.
- d. Maximum tray temperature not to exceed 60°C (140°F.)
- e. Benches and trays are installed according to the instruction manual provided. Failure to properly anchor the bench feet to the floor will void the warranty.
- f. Trays are not removed from greenhouse bench following installation.
- g. Only the specified glue, quantity, and method detailed in the installation manual is used.

This limited warranty is also void if any part of the bench or trays have been folded, altered, or otherwise coerced in any manner not prescribed by the manufacturer.

Purchaser must deliver any part(s) subject to this limited warranty to Hydrotek Hydroponics, freight prepaid, for examination. Buyer agrees that Hydrotek Hydroponics will not be liable for any consequential damages or incidental losses, including, but not limited to, interest, attorney's fees, court costs, or finance charges, arising from the purchase, installation, and/or use of the goods. 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 Hydrotek Hydroponics 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.

Buyer acknowledges and agrees that products 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.

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. Hydrotek Hydroponics 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 HYDROTEK HYDROPONICS 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 HYDROTEK HYDROPONICS, OR ANY OTHER PERSON ON ITS BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED HEREIN.