

# GreenGrid Module 20-Year Limited Warranty



## WARRANTY COVERAGE

Weston Solutions, Inc. ("WESTON") warrants that each GreenGrid® Module (the "Product") shall perform its function of containing growth media for the term of this warranty, which is twenty (20) years from the date of shipment of the Product by WESTON. As used herein, "Product" means only the module and excludes (i) any plants, growth media, or other materials placed within the GreenGrid® modules, or (ii) any irrigation, mechanical, structural, or electrical components contained therein or attached thereto.

The Warranty is limited to the terms and conditions, exclusions and limitation, requirements and legal rights stated in this Warranty.

This twenty (20) year Limited Warranty is transferable. In the event of transfer, the Warranty period from the original shipping date of the Product will be no longer than twenty (20) years. See procedure for transfer below.

You must notify us in accordance with the instructions outlined below. WESTON must be given the opportunity to validate the complaint. Upon the notification and validation, the following will occur:

If upon inspection by WESTON, the Product is determined not to perform its function as described above, WESTON's liability and Buyer's sole and exclusive remedy shall be limited at WESTON's option to, (a) supply of replacement Product or repair of Product sufficient to replace the affected area of non-performing Product, or (b) credit to be applied towards the purchase of new Product. The value of these remedies being determined by WESTON based upon the number of remaining months of the unexpired warranty used to prorate at current prices for the Product. The maximum pro-rated value allowed by WESTON for replacement, repair, or credit shall not exceed the original Product purchase price.

If a warranty claim occurs and replacement material is given to resolve the claim, the remaining Warranty applicable to the replacement Product(s) will extend only for the time remaining under the original Warranty.

## WARRANTY EXCLUSIONS

This Warranty does not cover:

- Damage or deterioration of any kind caused by faulty or improper installation;
- Damage caused by collision with foreign objects;
- Damage caused by any cut, puncture, or distortion, during or after the installation of the module related to any components contained therein or attached thereto.

GreenGrid is a registered trademark of Weston Solutions, Inc. (WESTON). The GreenGrid® system is a proprietary technology of WESTON in the U.S. and Canada.  
U.S. patents 7,900,397 / 7,997,027 / 8,555,545  
Canadian patents 2,416,457 / 2,416,463 / 2,418,262

- Damages caused by windstorms, fire, lightning, earthquakes, erosion or other Acts of God;
- Damages caused by external forces or explosion;
- Normal color fading of the aging Product (which fading may be irregular or non-uniform);
- Damage caused by misuse or abuse; or any use of the Product deemed not for its originally intended use.
- Damage resulting from riots, vandalism, or civil commotion;
- Airborne strains, mold and mildew accumulations;
- Damage or deterioration caused by installation and/or use in an incompatible environment;
- Your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Product(s); or
- Any other causes beyond the control of WESTON.

#### **LIMITATIONS**

- **THIS WARRANTY COVERS ONLY PRODUCTS THAT ARE MANUFACTURED OR SOLD BY WESTON. IT DOES NOT COVER ANY PLANTS, GROWTH MEDIA, OR OTHER MATERIALS INSTALLED IN THE MODULES. IT DOES NOT COVER ANY COSTS TO REMOVE OR UNINSTALL AFFECTED PRODUCT, DISASSEMBLE, RE-ASSEMBLE, RE-PLANT, OR RE-INSTALL PRODUCT; OR REMOVE/DISPOSE OF NON-PERFORMING PRODUCT. IT IS YOUR RESPONSIBILITY TO VERIFY THAT THE PRODUCTS INSTALLED WERE MANUFACTURED OR SOLD BY WESTON.**
- **WESTON RESERVES THE RIGHT TO DISCONTINUE OR CHANGE ANY DESIGN OR COLOR OF ANY OF THE PRODUCTS AT ANY TIME AND WITHOUT NOTICE OR LIABILITY.**
- **THERE ARE NO WARRANTIES ON THIS PRODUCT, OTHER THAN AS SET FORTH IN THIS WARRANTY. WESTON IS NOT LIABLE TO YOU FOR A BREACH OF ANY OTHER WRITTEN OR ORAL EXPRESS WARRANTIES, SUCH AS THOSE, IF ANY, GIVEN TO YOU BY DEALERS, CONTRACTOR, APPLICATORS, OR DISTRIBUTORS OF THE PRODUCTS.**
- **THIS WARRANTY IS THE SOLE WARRANTY OFFERED BY WESTON FOR THIS PRODUCT. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.**
- **INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN.**
- **WESTON SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, OR PUNITIVE DAMAGES ASSOCIATED WITH ANY BREACH OF ANY EXPRESS, WRITTEN, ORAL OR IMPLIED WARRANTY ON THE PRODUCTS.**
- **SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OF THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

- ANY REPAIR OR REPLACEMENT OF THE PRODUCTS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM WESTON WILL VOID THIS WARRANTY.
- WESTON SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, OR PUNITIVE DAMAGES ASSOCIATED WITH ANY BREACH OF ANY EXPRESS, WRITTEN, ORAL OR IMPLIED WARRANTY ON THE PRODUCTS.
- SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OF THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- ANY REPAIR OR REPLACEMENT OF THE PRODUCTS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM WESTON WILL VOID THIS WARRANTY.
- WESTON RESERVES THE RIGHT TO INSPECT ALL CLAIMS OF DEFECTIVE PRODUCTS INSTALLED ON YOUR BUILDING AS PART OF PROCESSING ANY WARRANTY CLAIM. REFUSAL TO ALLOW WESTON OR ITS REPRESENTATIVES TO MAKE AN INSPECTION SHALL VOID THIS WARRANTY.
- THE FAILURE OF WESTON AT ANY TIME TO ENFORCE ANY TERM, CONDITION, OR LIMITATION OF THIS WARRANTY SHALL NOT BE DEEMED TO BE A WAIVER THEREOF.
- ANY DISPUTE, CONTROVERSY, OR CLAIM BETWEEN YOU (OR ANY SUBSEQUENT HOLDER OF THIS WARRANTY) AND WESTON ARISING OUT OF OR RELATED TO THE PRODUCTS OR THIS WARRANTY SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) FOR THE CONSTRUCTION INDUSTRY.
- IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF WESTON IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE WESTON FOR ALL OF WESTON'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, WESTON WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.

#### **WARRANTY REGISTRATION**

You do not need to register this Warranty. The original invoice listing Product(s) installed and paid for is sufficient proof of purchase for making a Warranty claim. A copy of the original invoice will need to be provided to file a Warranty claim, along with samples of the defective products. Said invoice copy, with proof of defective modules shall be submitted as noted in "Process for Filing a Warranty Claim."

## **TRANSFERRING A WARRANTY**

This Warranty may be transferred by providing a letter within 30 days of change of ownership of where the Products were originally installed. The letter should include the original invoice for the Product(s) with a list of the items installed and paid for; the address of the Property; the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent via overnight delivery to:

WESTON Solutions, Inc.  
124 Hebron Avenue, Suite 3A  
Glastonbury, CT 06033  
Attn: GreenGrid® Warranty Department.

Failure to timely notify WESTON of the transfer will void the Warranty as of 30 days after the date of property ownership transfer).

Warranty coverage upon transfer is as described in detail above. Upon any valid transfer of the Warranty, your obligations under this Warranty become the obligations of the new property owners.

Upon successful transfer, the new owners will receive a letter from WESTON authorizing transfer along with the returned original invoice.

## **PROCESS FOR FILING A WARRANTY CLAIM**

You must submit your claim in writing by Certified Mail to WESTON Customer Service within twenty (20) years of original installation and within thirty (30) days after the defect is discovered, whichever is earlier.

Please submit the following information: a description and photo of the claimed defect; a copy of the original invoice for the Products with a list of the items installed and paid for; the date of original installation; the address of the Property and your name, address and phone number. Written claims should be sent to:

WESTON Customer Service  
Weston Solutions, Inc.  
124 Hebron Avenue, Suite 3A  
Glastonbury, CT 06033  
Attn: GreenGrid® Warranty Department.

WESTON will provide notification of any additional information and/or physical evidence that may be required to process your claim.

Within ninety (90) days after written notice of the alleged defect has been received by WESTON, its representative will investigate the claim. Such investigation must include the securing of adequate samples of the Product from the structure to which it is affixed for testing by WESTON as part of its claims investigation. Failure to be permitted such investigation constitutes a waiver of the purported defect.