



TSRgrow™ and GrowHub™ LIMITED WARRANTY

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN BE FOUND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

SUBJECT OT THE EXCLUSIONS SET FORTH BELOW, WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP THAT CAUSE THE PRODUCT TO FAIL TO OPERATE IN ACCORDANCE WITH THE PERFORMANCE SPECIFICATIONS SET FORTH IN DOCUMENTATION PUBLISHED FOR OR PROVIDED WITH THE PRODUCT.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND, TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND, IN OUR SOLE DISCRETION, AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

Thermal Solution Resources, LLC (dba TSRgrow (“TSRgrow), located at 60 Alhambra Road, Suite 1, Warwick, RI 02886 (“we”) extend this limited warranty only to the purchaser who originally purchased the product (“you”). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the TSRgrow™ LED lamps and luminaires (the “products”) for the applicable warranty period set forth below. With respect to the LED arrays in the products, the LED array will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the product fail to illuminate.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) abnormal or improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; (h) improper or incorrect use or installation; (i) excessive switching; (j) violation of any applicable standard, code or instructions (including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings); (k) power surges or fluctuations, (l) exposure to environmental contaminants or corrosive conditions; or (m) external causes such as accidents, vandalism, animal or insect activity, abuse, acts of God or other actions or events beyond our reasonable control. No agent, distributor, or dealer is authorized to change, modify, or extend the terms of this limited warranty on behalf of TSR.

WHAT IS THE PERIOD OF COVERAGE?

For the TSRgrow™ LED luminaire products, this limited warranty starts on the date of your purchase and lasts for three (3) years with the standard warranty or five (5) years with purchase of the optional extended 5-year warranty. For the GrowHub™ LED controller products, this limited warranty starts on the date of purchase and lasts for one (1) year. The warranty periods hereunder are not extended if we repair or replace the product. We may modify or discontinue this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the respective warranty period, your remedies are limited to repair, replacement, or refund, in our sole discretion. Replacement may constitute, at our option, a new or refurbished item. We reserve the right to replace with a similar product of comparable functionality that is current to our product line.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must notify TSR in writing within thirty (30) days of the product's failure to receive a return merchandise authorization (RMA) number for the product(s) claimed to be defective. No warranty service will be provided without a RMA number, which can only be obtained from an authorized representative of TSR. TSR may require the return of the product claimed to be defective and a copy of the invoice, receipt, or other proof of purchase. This warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. After contacting and receiving a RMA number, you shall promptly return the product after receiving instructions regarding if, when, and where to ship the product. The product must be returned within 10 days of receiving the RMA number and authorization. The shipping box must be clearly marked with the RMA number. Failure to follow this procedure shall void this warranty. TSR reserves the right to examine all claimed defective lighting products to determine the cause of failure and patterns of usage, and reserves the right to be the sole judge as to whether any TSR lighting products are in fact defective and covered under this warranty. All warranty claims should be addressed to TSR at: 60 Alhambra Road, Suite 1, Warwick, RI 02886. All costs of transportation of the product and of any repaired or replacement product to or from such facility shall be borne by you.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR COMPENSATORY DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF TSR WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.