

# Warranty

## 1. Warranty Coverage

Subject to the exclusions set forth below, Rion Ltd. warrants that the greenhouse covered by this warranty (the "Greenhouse" or the "Product") is warranted to the original purchaser only ("Purchaser") against damage or breakage caused, through normal use for the purpose intended by Rion Ltd. and in accordance with its instructions, by any defects in material or workmanship for the following periods:

- (a) With respect to the Product's structure (i.e., the profiles of the Greenhouse) for a period of 5 years from the original date of purchase ("Purchase Date").
- (b) With respect to Discoloration and/or fading of the Greenhouse's panels caused through normal use- for a period of 10 years as of the Purchase Date. For the removal of doubt, this warranty does not cover discoloration caused by use of chemicals and/or any other reason other than exposure to the sunlight.
- (c) With respect to malfunction and/or possible distortions of the Greenhouse's jointers-for a period of 7 years as of the Purchase Date.
- (d) The purchaser 's exclusive remedy is as set forth in section 5 ("Remedies") below, and valid only upon presentation of the original purchasing invoice of the greenhouse.

#### 2. Notification of Claims

If Purchaser believes that the Greenhouse is defective in material or workmanship, then written notice providing details of the alleged defect must be sent by Purchaser to the local representative as per our website's contact list at www.rion.com, within 30 days after discovery of alleged Product defect, and in any event within the warranty period. Any such notice must note Purchase Date and include documentary evidence thereof (such as invoice or receipt) in order to establish warranty eligibility. Repair or replacement of any Product or part thereof will not extend the warranty period as to the entire Product. Repaired or replaced parts shall be subject to a specific warranty for a period of 90 days, following repair or replacement, or the remaining period of the Product part's warranty, whichever is greater.

## 3. Exclusions from Warranty Coverage

This warranty provides a remedy only for defects reported in accordance with section 1.4 above. In addition this warranty does not provide a remedy in any of the events specified below:

- (a) This warranty does not cover Greenhouses larger than 8 or 6 foot by 16 foot.
- (b) This warranty does not cover Greenhouses in climates in which the temperature exceeds 50° (fifty degrees) Celsius (122° degrees Fahrenheit) or have a load exceeding 50 kg / 110 Lb per 1 Sq. Mr. / 10.89 Sq. Ft.
- (c) This warranty does not apply to Product exposed to wind speed exceeding 90 KM/HR (55 Miles/HR).
- (d) Rion shall have no liability or obligation to Purchaser with respect to any Greenhouse covered by this Warranty which is subjected to any of the following: abuse; improper use or operation; incorrect handling; use of force; negligence or accident; modification; alteration; impact from foreign objects; vandalism; pollutants; set-up on an un-level foundation; painting; fading; assembly not in accordance with the users manual; failure to follow the instructions outlined in the users manual; failure to follow the maintenance procedures in the service manual for the Greenhouse where a schedule is specified for regular replacement or maintenance of certain parts (based on usage) and Purchaser has failed to follow such schedule; failure to erect the Greenhouse according to the instructions provided by Rion; defects or damage that result from purchaser constructing the Greenhouse using components other than original Rion components supplied by Rion; attempted repair by non-qualified personnel; defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than Rion, or anyone authorized by it; operation and/or use of the Greenhouse outside of the published parameters and for purposes other than those defined by Rion in this manual, or if such Products' original identification (trademark, serial number) markings have been defaced, altered, or removed; normal wear and tear; defects or damage that result from the use of Non-Rion branded or certified Greenhouse or other peripheral equipment; acts of God such as earthquakes, tornados, floods, floods, hail, storms, hurricanes, blizzards, floods, fire effects or other similar severe weather or similar natural phenomena; any other act which is not the fault of Rion is excluded from coverage. Rion excludes from warranty coverage Greenhouses sold AS IS and/or with ALL FAULTS and excludes used Greenhouses which have not been sold by Rion (or by those authorized to do so by Rion) to the Purchas
- 4. **Exclusion of Implied Warranties**; No other Expressed Warranties; Except for the foregoing warranty and without derogating from provisions of Section 3 ("Exclusions from Warranty Coverage") above, Rion hereby disclaims and excludes all other warranties, express or implied, including but not limited to any and/or all implied warranties of merchantability, fitness for a particular purpose or any other warranties otherwise arising from a course of dealing or a usage of trade or advertising (except where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, in which event such warranties are limited to their minimum applicable scope and to the shortest period permitted or required under applicable law). Rion hereby disclaims any representation or warranty that the Greenhouse is compatible with any combination of non-Rion products Purchaser may choose to connect to the Greenhouse.

In no event shall Rion be liable, whether in contract or tort (including negligence) for damages in excess of the purchase price of the Greenhouse, or for any indirect, incidental, special or consequential damages of any kind, including but not limited to, personal physical injuries to any person, compensation, reimbursement or damages on account of loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the ability or inability to use the products to the full extent these damages may be disclaimed by law, or for breach of any expressed written or oral or implied warranty on Greenhouses.

## 5. Remedies

This section provides for the sole remedy available to the Purchaser from Rion for any defect in the Greenhouse proven to be defective in material or workmanship under normal use during the relevant Warranty Period. In the event of any defect covered hereby, or any implied warranty, Rion at its sole discretion shall replace the defective Product or any part thereof which requires replacement or pay the replacement cost. Rion reserves the right to make substitutions for warranty claims if parts or the Greenhouse are unavailable or obsolete. Purchaser's failure to make a claim as provided in section 2 above or continued use of the Greenhouse shall constitute an unqualified acceptance of such Greenhouse and a waiver by Purchaser of all claims thereto. Rion reserves the right to discontinue or change any of its products, including colors, without notice. Should a Greenhouse or a part thereof covered by this Warranty be unavailable, Rion reserves the right to substitute a Greenhouse or part thereof that is of equal value according to Rion's sole discretion, or to provide Purchaser with a refund which reflects the cost of the Greenhouse or the part thereof. Taxes, shipping costs, inconvenience, loss of use, installation fees, incidental or consequential damages are not covered by this Warranty.