

## **WARRANTY**

The vegepod garden container has a 10 year manufacturers warranty on the plastic base containers for sale within the USA. Accessories including stands, Vegecovers and replacement parts have a limited 2 year manufacturers warranty for sale within the USA.

Vegepod will not be held responsible for any part of the growing process or the subsequent loss or damage to any crop or plant placed or grown in the Vegepod or its associated products. There is no warranty or guarantee on any part of the growing process due to the varying climatic conditions throughout the USA. Growing conditions, pests, vermin, weather and other unknown phenomenon may vary the growing results dramatically. This can greatly impact the success and or failure of growing processes.

All care must be taken during the assembly process as Vegepod will not be liable for any injury sustained during this process.

In addition to the Proper maintenance and use(below), the warranty conditions are:

- Product to be positioned on level ground and following proper installation according to directions provided.
- Correct filling materials are used – high quality potting mix is recommended. Mature plants must be of a reasonable height and weight.
- Use of the product as intended – growing of vegetables.
- This warranty is for the product only and therefore does not cover any product damage directly or indirectly caused by improper installation, maintenance and/or use of incorrect infill materials, including any damage in relation to the recommended installation specifications and materials described in our installation manual(s).
- The polypropolene material used for the container is UV rated though in some hotter climates the container may deform over time and lose up to 10% of its original shape.
- It is not recommended to use the Vegepod container garden in sub zero temperatures.
- Improper use of the Vegepod or any associated products will void the warranty.

### **Proper maintenance and use**

Limited warranty subject to the terms, conditions and limitations contained in this warranty, the manufacturer warrants to the person, firm or entity purchasing from Vegepod, that under normal conditions during the application of the

warranty period referred to below, the manufacturers products will maintain its UV stability and tensile strength. For purposes of this warranty, a product is deemed to have maintained its UV stability and tensile strength if the original tensile strength of the product does not decrease by more than ten percent.

## **Remedy**

Under normal use conditions, if a product fails to perform as warranted during the warranty period, we will provide a replacement product.

## **Limitation on coverage**

This warranty does not apply

- if the product is used for any application other than growing vegetables.
- to damage caused during or on account of improper processing, installation, maintenance or repairs,

or to the extent that any defect or damage is caused by:

- Fire, burns, cuts, accidents, vandalism, abuse, negligence or neglect; Caused by human, animal or any other other entities or objects;
- Improper design or failure of the sub-base of the landscape application
- Wear or abrasion caused by surrounds (including rips, tears or any other damage);
- Use of infill products of an incorrect type causing additional and accelerated wear to the product;
- Failure to monitor and/or maintain appropriate plants.
- Use of inappropriate implements or tools (anything that could damage the container or canopy);
- The Vegepod container or its associated products being used other than for the purpose for which it was designed. (growing vegetables);
- Use of cleaning chemicals, herbicides and/or pesticides;
- Use of improper cleaning methods;
- Any harmful chemical reaction to the Product caused by incorrect infill materials or spills of any kind;
- Acts of God or other conditions beyond the reasonable control of the manufacturer (earthquake, lightning strikes, floods, fires, storms, cyclones etc.);

Although the manufactures product is of exceptional quality, very minor manufacturing blemishes may exist on the product (such as the odd small hole in canopy of blemish on container. Such blemishes are very rare occurrences and generally do not affect the durability of the product. No warranty claims are accepted by Vegepod for minor blemishes arising as part of the complicated manufacturing process, unless such occurrences exceed 10% of the total area of the product ordered by a customer. The process for a warranty claim for such a blemish is explained in the section below.

### **Notifications on claims**

Any product quality problems or claims that occur during this warranty period, Vegepod will require effective evidence. Effective evidence includes:

- 3 clear photos showing the actual problem
- The location and orientation of the installation (including land profile)
- Sample of the infill material

All claims must be submitted via email before a replacement product can be considered. Written warranty claims can be sent to:

support@vegepod.com

Vegepod requires ALL of the above evidence in order to determine whether or not a claim against the warranty of this product is warranted. If the the claim is substantiated and accepted by Vegepod under a manufacturers warranty by a customer initiated claim, a new equivalent product will be issued to the customer.

### **Please Note:**

ALL associated COSTS in relation to the transport of the replacement product are at the expense of the customer, as this is a product warranty only. Promotions, discounts and FREE shipping are not part of any warranty claim.

The removal of the original product, de-assembly and re-assembly costs of the new product are borne FULLY by the customer. Vegepod reserves the right to modify any of the above warranty terms and conditions.

Warranty commencement date - The warranty period of the plastic growing container is product is 10 years, the  
Vegecovers and stands 2 years. Both commencing from the date the Vegepod products ordered are physically shipped  
from our Vegepod warehouse to the retail customer; Warranty is in the name of the customer who purchased the order.