

**The Scotts Company LLC
LIMITED WARRANTY
for
AeroGarden Products**

**IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS
WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU AND
YOUR PURCHASE OF AEROGARDEN PRODUCTS.**

1. YOUR RIGHTS AND THIS LIMITED WARRANTY. This warranty (this “Limited Warranty”) applies to your purchase of an AeroGarden and/or LED Grow Lights (the “Product”). This Limited Warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty shall apply to the fullest extent allowed by applicable laws.

2. LIMITATION ON DURATION OF IMPLIED WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCOTTS LIMITS THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

3. WHAT THIS LIMITED WARRANTY COVERS: PERIOD OF COVERAGE. The Scotts Company LLC (“Scotts”) warrants to the original retail purchaser of a Product from an authorized seller that the Product will be free from defects in materials and workmanship for a period of one (1) year from the date of purchase (the “Warranty Period”). If the Product fails to conform to this Limited Warranty during the Warranty Period, Scotts will, at Scotts’ option as determined in Scotts’ sole discretion, either (a) repair or replace the defective Product or any component thereof; or (b) accept the return of the Product and refund the money actually paid by the original retail purchaser for the Product. Repair or replacement may be made with a new or refurbished Product or components thereof, at Scotts’ option as determined in Scotts’ sole discretion. If the Product or a component incorporated within is no longer available, Scotts may replace the Product or component in question with a similar product or component of similar function, at Scotts’ option as determined in Scotts’ sole discretion. The foregoing is your sole and exclusive remedy for Products that do not conform to being free from defects in materials and workmanship. Any Product or component thereof that has been repaired or replaced under this Limited Warranty shall remain covered by this Limited Warranty for the remainder of the Warranty Period, if any. This Limited Warranty shall be null and void as to any Product or components thereof that have been subjected to non-conforming use, tampering, abuse, improper installation, operation, maintenance, storage or handling, unauthorized modifications or alterations, improper voltage supply, disruptive power surges, misuse or acts of God.

4. WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO SUBMIT A CLAIM UNDER THIS LIMITED WARRANTY. Before being able to claim under this Limited Warranty, the original retail purchaser of the Product must (a) notify Scotts during the Warranty Period of the purchaser’s intention to submit a claim, (b) provide Scotts a reasonably adequate description of the alleged nonconformity of the Product or its component(s), and (c) comply with Scotts’ return shipping instructions. You may notify Scotts by (w) submitting notice via the Product support page at www.aerogarden.com/contact-us, (y) writing The Scotts Company LLC, 14111 Scottslawn Road, Marysville, Ohio 43040, Attn: Consumer Services, and/or (z) calling toll free at 1-800-476-9669. Scotts shall have no warranty obligations with respect to a returned Product or component(s) thereof if it determines, in its reasonable discretion, after examination of the returned Product, that the Product is an Ineligible Product (as defined below).

5. WHAT THIS LIMITED WARRANTY DOES NOT COVER. This Limited Warranty does not cover the following (collectively, “Ineligible Products”): (a) Products or their components marked as “sample” or sold “as is”; or (b) Products or their components that have been subject to (i) unauthorized modifications or alterations, tampering

(including, but not limited to, modifications through the use of unauthorized parts or attachments), or improper maintenance or repairs, (ii) handling, storage, installation, testing or use not in accordance with the Product documentation or other instructions provided by Scotts, (iii) abuse or misuse of the Product, (iv) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network to which the Product is attached, or (v) "acts of God", including lightning, flood, tornado, earthquake, or hurricane. Unauthorized use of the Product or software can impair the Product's performance and may invalidate this Limited Warranty.

6. DISCLAIMER OF WARRANTIES. EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCOTTS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT AND ITS COMPONENTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, AND TO THE FULLEST EXTENT ALLOWED BY LAW, SCOTTS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR [PRODUCT] SERVICES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE, OTHER TORT, OR ANY OTHER THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SCOTTS HAS BEEN ADVISED OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. SCOTTS' LIABILITY, AND THE LIABILITY OF SCOTTS' AFFILIATES, EMPLOYEES, LICENSORS, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL RETAIL PURCHASER. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. NON-TRANSFERABILITY OF LIMITED WARRANTY. This Limited Warranty is not transferable from the original retail purchaser of the Product to subsequent owners or purchasers. It may not be transferred, assigned or passed on by the original retail purchaser.

9. GOVERNING LAW; JURISDICTION. This Limited Warranty is governed by the laws of the State of Ohio without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. For all disputes not otherwise subject to arbitration in accordance with this Limited Warranty, you agree to submit to the exclusive personal jurisdiction of the state and federal courts in or for Franklin County, Ohio, for the purpose of litigating all such claims or disputes, which courts shall also be the exclusive venue for the litigation such claims and disputes.

10. DISPUTE RESOLUTION.

(a) PLEASE READ THIS SECTION CAREFULLY. YOU AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

(b) You and Scotts agree to resolve any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to this Limited Warranty exclusively by binding arbitration. Further, you agree

arbitration is final and binding, and subject to only very limited review by a court. You also waive your right to any form of appeal, review or recourse to any court or other judicial authority, to the fullest extent allowed by law. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Limited Warranty. Any dispute or claim made by you against Scotts or vice versa arising out of or relating to this Limited Warranty (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that you may take claims to small claims court if they qualify for hearing by such a court.

(c) You must first present any dispute to us by contacting Scotts to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days after presenting the claim or dispute to Scotts. Scotts may request arbitration against you at any time after it has notified you of a dispute. The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of the American Arbitration Association as modified by this Limited Warranty. The place of any arbitration shall be exclusively Franklin County, Ohio, USA, and shall be conducted in the English language. Disputes will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you, nor Scotts nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

(d) There shall be no right or authority for any claims subject to the arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general). Scotts will pay all administrative fees and expenses for any arbitration that Scotts initiates. All other arbitration will be divided equally between you and Scotts according to rules of the American Arbitration Association. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing. You must contact Scotts within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

(e) If you do not wish to be bound by arbitration and waive your rights to participate in a class-action, you must notify Scotts in writing within thirty (30) days of the date that you purchase the Product and include: (i) your name, (ii) your account number, (iii) your mailing address, and (iv) a statement that you do not wish to resolve disputes with Scotts through arbitration. You must send your notice to: The Scotts Company LLC, 14111 Scottslawn Road, Marysville, Ohio 43040, Attn: Consumer Services. If you do not notify Scotts, you agree to be bound by the arbitration and class-action waiver provisions of this Limited Warranty.

11. ENTIRE AGREEMENT; OTHER TERMS. [technology terms, e.g., app and cloud connected technology]

(a) Scotts provides (i) a website, <http://aerogarden.com> (the "Site"), (ii) certain applications accessible through the Site, including certain applications accessible through a user account (collectively, the "Web Apps"), (iii) mobile application software that may be downloaded to your smartphone, tablet, or other supported device, and any updates to such software (collectively, the "Mobile Apps"), (iv) other software embedded in certain Products, and any updates to such software (collectively, the "Firmware"), and (v) certain services accessible through the Site, Web Apps, Mobile Apps, and Firmware (collectively, the "Wi-Fi enabled AeroGardens' Cloud"), all the foregoing for use in conjunction with the Products (collectively, the "AeroGarden



Services”). The use of the Product and the AeroGardenServices are subject to the terms of service posted on the Site (the “Terms of Service”).

(b) In addition to the Terms of Service: (i) the Firmware is subject to the end user license agreement posted on the Site (the “EULA”); (ii) access to and use of the Site is also subject to the terms posted on the Site (the “Site Terms”); (iii) the Mobile Apps are subject to the terms and conditions of the applicable App Market and/or included within the Mobile App (the “Mobile Terms”); (iv) Scotts collects and uses your information as described in its privacy policy as posted on the Site (the “Privacy Policy”); and (v) certain features of the Products and the [product] Services may be subject to additional guidelines, terms, conditions, rules, notices, policies, or statements that may be posted by Scotts on the Site, or through the Web Apps, Mobile Apps, or other part of the [product] Services, from time to time (the “Supplemental Terms”). Scotts may enable the Products and [product] Services to interface with certain other products and services provided by third parties (each, an “Integration”). The use of Integrations and other third party products and services may be subject to other third party terms and conditions.

(c) This Limited Warranty constitutes the whole and complete understanding of Scotts and the original retail purchaser as to the warranty of the Product. This Limited Warranty does not apply to the [product] Services or any component thereof. This Limited Warranty shall not expand, replace, or otherwise affect the terms contained in the Service Terms, EULA, Site Terms, Mobile Terms, Supplemental Terms, or the Privacy Policy. This Limited Warranty does not apply to Integrations.

12. HOW TO CONTACT SCOTTS. This Limited Warranty is available at aerogarden.com/warranty. You may request a physical copy of this Limited Warranty by writing Scotts at: The Scotts Company LLC, 14111 Scottslawn Road, Marysville, Ohio 43040, Attn: Consumer Services. You may also contact Scotts by telephone, toll free at 1-800-476-9669. You may also find additional information and assistance at aerogarden.com/contact-us.

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<https://aerogarden.com/warranty>