

# Warranty

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## 1 (One) Year Limited Warranty

Sprowt Labs (“Company”) warrants and guarantees for one year from the date of purchase that you will be completely satisfied with your order.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER THE PURCHASE DATE OF A GIVEN PRODUCT.

A CLAIM MUST BE MADE TO SPROWT LABS DIRECTLY. ANY CLAIM MUST BE PROVIDED IN WRITTEN FORM TO [CONTACT@SPROWTLABS.COM](mailto:CONTACT@SPROWTLABS.COM) OR ANY sprowtlabs.com DOMAIN EMAIL ADDRESS.

THIS LIMITED WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

THIS LIMITED WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES. LIABILITIES OR OBLIGATIONS OF SPROWT LABS. THEREFORE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY DESCRIBED IN THIS DOCUMENT. SPROWT LABS WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT THE ACRO, OR ANY OTHER SPROWT LABS PRODUCT, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF SPROWT LABS OR BY ANY OTHER PERSON. SPROWT LABS DOES NOT AUTHORIZE ITS REPRESENTATIVES, DISTRIBUTORS, CONTRACTORS OR DEALERS TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.

## Limitation of Remedies, Waiver and Release of Claims.

The Company’s Refund/Replacement Product Policy set forth below is the exclusive warranty and remedy for your purchase and consumption of any Company product. All claims related to any Company product are deemed waived or released unless made in accordance with the Company Refund/Replacement Product Policy.

EXCEPT AS PROVIDED UNDER THE COMPANY’S PRODUCT REPLACEMENT POLICY, ALL PRODUCTS SOLD BY THE COMPANY ARE BEING SOLD ON AN “AS IS” OR “WITH ALL FAULTS” BASIS, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE BUYER. NO OTHER GUARANTEES OR WARRANTIES ARE MADE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.

All other claims of negligent or unintended loss, harm, injury, illness or wrongdoing, whether in contract, negligence, strict liability or any other unintentional tort, are deemed waived or released by you, regardless whether or not submitted under or within the Company’s Refund/Replacement Product Policy. In no event will the Company be liable for incidental, consequential, special or punitive damages resulting from any breach of contract, negligence or other unintentional cause.

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.

## Refund/Replacement Product Policy

In the event you find any Company product you purchase from us to be unsatisfactory for any reason within 1 (one) year after shipment to you, the Company will, at your option, provide as your one-time, exclusive remedy either (i) a 100% refund of your purchase price paid for the product said to be unsatisfactory, or (ii) replacement product delivered to you free of charge. The amount of any refund, or the quantity of replacement product, whichever remedy is elected, shall be limited to the value of your purchase price actually paid for the unsatisfactory product purchased within the 1-year period.

Each customer is entitled to a one-time option to receive either a refund or replacement product, and any customer exercising either option shall no longer qualify for either a refund or replacement product on future purchases or use of the Company’s products. General Disclaimers.

All Company goods and products are intended for residential/home consumption and use only, and not for resale or commercial applications.