

## Return and Limited Warranty Policy

**IMPORTANT INFORMATION APPEARS BELOW RELATING TO YOUR RIGHTS AND OBLIGATIONS, AS WELL AS EXCLUSIONS AND LIMITATIONS, THAT MAY APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS, OBLIGATIONS, EXCLUSIONS OR LIMITATIONS THAT VARY DEPENDING ON THE APPLICABLE JURISDICTION.**

GreenIQ Ltd. ("**GreenIQ**") warrants that the GreenIQ Smart Garden Hub and the power supply device provided with it (each, a "**Product**") will be free from defects in materials or workmanship for a period of 24 months following the date of purchase (the "**Warranty Period**"). Under this Return and Limited Warranty Policy (this "**Policy**"), GreenIQ's full and exclusive obligation shall be to repair or replace any Product that, during the Warranty Period, is found by GreenIQ, at its sole discretion, to be defective in design, materials or workmanship. GreenIQ shall be under no obligation to refund the purchase price, nor shall it be obligated to pay for any labor or costs associated with the removal, shipment, return, or reinstallation of a Product.

If the Product was purchased directly from GreenIQ through its website or through an authorized retailer, the return and limited warranty policy applicable to the Product is as set forth below. However, if the Product was purchased from any other seller, then the applicable policies of such seller shall solely determine whether you are eligible for any repair or replacement of the Product and GreenIQ shall have no obligation to provide any repair or replacement of the Product whatsoever. In order to find out if you purchased your Product from an authorized retailer, you may inquire with the seller or fill out the Warranty Return Request (as defined below) and GreenIQ will notify you if this Policy applies to your purchase.

In order to be eligible to file any claim under this Policy (a "**Warranty Claim**"), GreenIQ must first receive and approve a return request (a "**Warranty Return Request**"), to be sent to GreenIQ at the following e-mail address, sales@greeniq.co, or the applicable address specified on the GreenIQ website. GreenIQ reserves the right to require proof in connection with the purchase in appropriate and reasonable circumstances. Approval of such Warranty Return Request shall be at the sole discretion of GreenIQ. Once your Warranty Return Request is received and approved by GreenIQ, you shall be issued a return authorization number, instructions for return, and a packing label for you to use (the "**Return Authorization**"). Please note that any items returned without an authorization number will not be processed and will not result in any replacement or repair of the Product.

GreenIQ will not process any Warranty Claim until the returned Product is actually received by GreenIQ at the location specified in the Return Authorization (the "**Return Address**"). In order to be eligible for replacement or repair of your Product, mail your Product, with its serial number fully intact, together with the return authorization number and packing label, as well as all accessories and other items received together with, and relevant to the operation of, the Product at the time of purchase, to the Return Address, with such package to be duly postmarked within 30 days from when GreenIQ sends you a Return Authorization. You will be solely responsible for pre-paying for all shipping, insurance and other costs related to returning your item, and all such costs are non-refundable. It is hereby clarified that GreenIQ will not accept any collect shipments. It is your responsibility to provide GreenIQ with accurate information regarding the address for return shipping of the repaired or replaced Product and GreenIQ shall not be responsible for your lack of receipt of the repaired or replaced Product. You shall solely bear all risk of damage to or loss of the Product while in transit to GreenIQ and it is your responsibility to ensure that the

Product is properly packaged, secured, and insured. GreenIQ shall have no responsibility or liability for items that you have shipped. Once your return is received and inspected, we will send you an e-mail to notify you that we have received your returned item. We will also notify you of the approval or rejection of your Warranty Claim. If your Warranty Claim is rejected, GreenIQ is under no obligation to return the returned Product to its sender. Nonperformance by GreenIQ of any of its obligations shall be excused to the extent performance is rendered impossible due to causes beyond its reasonable control (force majeure).

No warranty coverage will be provided for products if any or all of the following are deemed by GreenIQ, at its sole discretion, to apply to a Product: (a) the Product was operated at a different electrical voltage or current other than specified on the Product's instructions (including, but not limited to, as set forth in the Product's labels, the "Terms of Use", the "Installation Guide" and the "User Guide") (collectively, the "**Guides**"); (b) the Product was subjected to abuse, negligence, misuse, accident, inadequate or improper maintenance, and to damaging substances, conditions, environments, or temperatures; (c) the Product was modified, serviced or repaired by unqualified or unauthorized persons; (d) the Product was not installed, operated or maintained and serviced in strict compliance with the Guides; (e) the Product was not installed, operated and serviced in strict compliance with applicable electrical, building, and mechanical codes, in accordance with best industry standards and practice, and in strict compliance with the Guides; (f) the serial number of the Product was altered or removed; (g) the Product was mishandled (including, but not limited to, any opening of, or tampering with, the casing of the Product) by you or any third party; (h) the Product was affected by an "Act of God", including but not limited to lightning, flood, tornado, earthquake, or hurricane; (i) the Product was combined or used together with unauthorized components or equipment; or (j) the Product was sold "as is", as a sample, or under similar circumstances, to you.

In the event that GreenIQ determines that a Product is eligible for repair or replacement, GreenIQ will, at its option, repair the Product or replace it with the same product or with a product deemed to be equivalent by GreenIQ at its sole discretion, including but not limited to cases in which the Product is no longer available. Any Product repaired or replaced under this Policy may, at GreenIQ's sole discretion, be refurbished in whole or in part. Subject to the terms and provisions herein, such repair or replacement shall be provided by GreenIQ without charge. Except to that limited extent, GreenIQ will not be liable under any circumstances for any loss, expense, cost, or damage of any kind in connection with the Product. Without derogating from the foregoing, it is hereby clarified that GreenIQ shall not be liable for any incidental, consequential, exemplary, special, or punitive damages, or for any loss of revenue, profit, data (including, but not limited to, data stored on GreenIQ's databases in connection with the Product, although GreenIQ will attempt, under no obligation, to preserve such data) or use, arising out of a breach of this Policy or in connection with the sale, installation, removal, transport, testing, maintenance, use (including use of the Product together with other devices and equipment), operation or repair of any Product. GreenIQ shall also not be liable with respect to any actual amounts of water and money savings (or similar benefits) you may receive or the accuracy of any information (including, but not limited to, weather predictions) provided to you in connection with the Product. In no event will GreenIQ be liable for any amount greater than the actual, validly documented purchase price of a defective product.

Any Product that has been replaced or repaired under this Policy will be covered by the terms of this Policy for the remainder of the Warranty Period of the original purchased Product. The limited warranty under this Policy is transferable from the original purchaser to subsequent owners of the Product; however, the commencement date of the Warranty Period shall remain the validly documented original purchase date of the Product.

GreenIQ reserves the right to revise this Policy from time to time at its sole discretion, by updating this Policy in the form appearing on the GreenIQ website.

This Policy shall be governed by, and construed and enforced in accordance with, the laws of the State of Israel applicable to agreements formed and entirely performed therein. Any action, suit or other proceeding arising under or relating to this Policy shall be brought in a court of competent jurisdiction in the city of Tel Aviv, Israel, and the parties hereby consent to the sole jurisdiction of such courts.

For any specific inquiries about this Policy, or if you think any unique circumstances apply to your purchase, which may be evaluated by GreenIQ at its sole discretion and with no obligation to replace or repair the Product, you may contact GreenIQ by e-mail, at [info@greeniq.co](mailto:info@greeniq.co) (or the applicable address specified on the GreenIQ website), or by fax, at +972-3-9263274 (or the applicable number specified on the GreenIQ website).