

LIMITED TEN (10) YEAR WARRANTY OR SERVICE CONTRACT

1. But for the exceptions outlined below, Portable Greenhouse Systems ("PGS") is the original manufacturer of the steel frame and anchoring components of all PGS greenhouses and warrants that the steel frame and anchors are free from defect of material or workmanship for a period of ten (10) years from the date of purchase. The ten year manufacturer's warranty covers the steel frame and anchors only. Goods which may be sold by PGS but which are not manufactured by PGS are not warranted by PGS, but are sold only with the warranties, if any, of the manufacturers thereof.
2. **Coverage:** This warranty extends only to Product ownership by the Original Purchaser. This warranty is void if the Original Purchaser ceases to own the Product, unless written permission has been obtained to transfer the warranty from PGS. This warranty is void if changed or altered in any way by purchaser. PGS disclaims any and all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that listed herein.
3. **Parties:** The parties entering into the Limited Ten (10) Year Warranty or Service Contract ("Contract"), consist of Vajra, LLC ("Vajra") d/b/a Portable Greenhouse Systems ("PGS"), a Nevada domestic limited liability company and customer /purchaser of a PGS warranted product.
4. **Terms:** Should any steel frame or anchoring components be determined by PGS to be defective, at the option of PGS, the product will be replaced or repaired and return to the customer free of defects. The customer is responsible for notifying PGS within thirty (30) days of discovery of any defects. Disclaimer of Warranty and Limitations of Liability: Except as expressly set forth herein, this PGS product is provided "**AS IS**" without warranty, expressed or implied including, but not limited to, all warranties are hereby expressly disclaimed.

In no event shall PGS be liable for the loss of profits, direct or indirect, special, incidental, liquidated, consequential or other similar damages, including but not limited to any claim or demand arising out of the installation, existence, furnishing, or functioning by any customer or third party of any product.

In no event shall PGS have any liability for any breach of warranty for improper installation including anchoring of the item unless said installation was done by PGS, for which the proper paperwork and contracts shall be provided.

If any of the warranted Products are found by PGS to be defective, such Products will, at PGS's sole option and cost, be replaced, repaired or refunded less an amount directly attributable to consumer's prior use of the Product at the current fair market value of the product. To the fullest extent allowed by law, PGS liability to customers for all claims with respect to the PGS products shall be limited to the lesser of:

- (1) The cost of the installation;
- (2) The cost of installing equivalent replacements part(s);
- (3) The cost of re-installing the Portable Greenhouse System (PGS) product.

Warranty is non-transferable and non assignable. Transfer or assignment shall and will void warranty. This warranty does not apply to any Products that have been subjected to misuse, mishandling, misapplication, accident, improper installation, improper packaging of products returned to PGS, modification (including but not limited to use of unauthorized parts or attachments), altercation, adaption, or adjustment. The contract contains all of the terms and conditions of the transaction between Customer and PGS.

5. **Limited Coverage:** Notwithstanding items listed herein, this warranty does not cover:
 - (A). Defects or damage resulting from use of the Product in other than its normal and customary manner;
 - (B). Defects from misuse, accident, or neglect;
 - (C). Defects or damage from improper testing, operation, maintenance, installation, adjustment or any other modification of any kind;
 - (D). Products disassembled or repaired in such a manner as to adversely affect performance or prevent inspection and testing to verify warranty claims; and
 - (E). Removal or transferring of Product from original location without PGS installation experts.
6. **Amendments:** No representation, arrangement, or agreement not appearing herein shall be binding on PGS. This contract may not be altered or modified by Customer, except in writing signed by an Officer of PGS.
7. **Severability:** Should any part of this warranty be deemed legally unenforceable, than the part or portions deemed unenforceable, void, or voidable shall be struck from this Contract, while the remainder of this contract shall remain in full force and effect.
8. **Choice of Law:** The contract shall be governed by the laws of the state of Nevada. The prevailing party in any action brought pursuant to this contract shall be entitled to recover all costs of such action, including without limitation, reasonable attorney fees.

THIS WARRANTY GIVES YOU THE SPECIFIED LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.