



HARVES TECHNOLOGY NORTH AMERICA

Warranty & Return Policy

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1. Introduction

This document sets out the warranty and return policy for Harves Rainwater Wall products sold by Harves Technology North America (“Harves NA,” “we,” “us,” or “our”), headquartered in Calgary, Alberta, Canada. This policy applies to all purchases made directly through harvestechnology.ca or through authorized Harves NA distributors within Canada and the United States.

This warranty is provided in addition to, and does not limit, any rights you may have under applicable provincial, territorial, or state consumer protection legislation. In the event of any conflict between this policy and mandatory consumer protection laws, the applicable law prevails.

2. Definitions

- **“Product”** means the Harves Rainwater Wall unit, including the LLDPE tank body, inlet filter, fittings, gravity-fed outlet tap, and mounting brackets (Z or H profile) supplied at time of purchase.
- **“Purchaser”** means the original buyer of the Product, or a subsequent owner to whom the warranty has been validly transferred in accordance with Section 8.
- **“Warranty Period”** means the period commencing on the date of delivery of the Product to the Purchaser, as evidenced by the shipping confirmation or delivery receipt.
- **“Authorized Dealer”** means Harves Technology North America or any dealer expressly authorized by Harves NA to sell the Product in Canada or the United States.
- **“Defect”** means a manufacturing defect that causes the Product to fail to perform its intended function of collecting and storing rainwater under normal residential or commercial use.

3. Warranty Coverage

3.1 Standard 2-Year Manufacturer's Warranty

Harves NA warrants the Product against Manufacturing defects for a period of two (2) years from the date of delivery. If a Defect is confirmed, Harves NA will, at its sole discretion, repair or replace the defective Product or component at no cost to the Purchaser, including replacement parts and shipping in both directions within Canada.

This warranty covers the following components as supplied at the time of purchase:

- LLDPE tank body and structural components
- Inlet filter and all included fittings
- Mounting brackets (Z or H profile)
- Gravity-fed outlet tap
- Seals, gaskets, and connectors supplied with the Product

3.2 Installation

Harves Technology North America does not provide installation services. Installation is the sole responsibility of the Purchaser. Damage arising from improper installation is not covered under this warranty. Purchasers are advised to follow the step-by-step Installation Guide provided with each unit.

3.3 What Is Covered (Summary)

Component	Covered (Years 1–2)
LLDPE tank body	Yes — repair or replacement
Inlet filter & fittings	Yes — repair or replacement
Mounting brackets	Yes — repair or replacement
Outlet tap	Yes — repair or replacement
Shipping (within Canada)	Harves NA pays both ways
Installation / labour	Not covered

4. Warranty Exclusions

This warranty does not cover damage, malfunction, or failure resulting from:

- Normal wear and tear, including cosmetic changes such as minor surface discolouration from UV exposure that do not affect structural integrity or function.
- Improper installation not performed in accordance with the Harves Rainwater Wall Installation Guide provided with the Product.
- Use of the Product for purposes other than rainwater collection and storage (e.g., storage of chemicals, potable water treatment, or pressurized plumbing systems).

- Connection to pressurized mains water supply without an appropriate pressure-reducing valve.
- Freeze damage resulting from failure to follow the winterization instructions provided in the Installation Guide. In regions where temperatures regularly fall below 0°C, the Purchaser is responsible for draining or insulating the unit prior to the freeze season.
- Unauthorized modifications, alterations, or repairs performed by anyone other than Harves NA or its authorized service representatives.
- Damage caused by acts of nature, including but not limited to floods, earthquakes, lightning strikes, extreme wind events, or falling debris.
- Damage caused during transport after delivery to the Purchaser.
- Use of non-genuine Harves replacement parts or accessories.
- Failure to perform reasonable maintenance, including periodic cleaning of the inlet filter as recommended in the Installation Guide.

5. Warranty Claim Procedure

- **Step 1 — Contact Us.** Email hello@harvestechnology.ca or call +1 403 700 4111 with your order number, date of purchase, and a description of the issue. Include photographs showing the Defect.
- **Step 2 — Assessment.** Harves NA will review your claim and respond within five (5) business days with a determination of whether the issue is covered under warranty.
- **Step 3 — Resolution.** If the claim is approved, Harves NA will arrange for repair, replacement, or shipment of replacement parts as applicable. For Years 1–2 claims, Harves NA will provide a prepaid shipping label for return of the defective unit or component.
- **Step 4 — Return of Defective Items.** Defective Products or components replaced under warranty become the property of Harves Technology North America.

Harves NA reserves the right to request return of the defective Product or component for inspection before approving a warranty claim. If inspection reveals the issue is not covered under warranty, the Purchaser will be notified and the Product returned at the Purchaser's expense.

6. Return Policy

6.1 Unopened and Unused Products

Products that are unopened, unused, and in their original packaging may be returned within thirty (30) calendar days of the delivery date. The Purchaser is responsible for all return shipping costs. A restocking fee of fifteen percent (15%) of the purchase price applies to cover inspection, repackaging, and warehouse handling. Refunds will be processed to the original payment method within ten (10) business days of Harves NA receiving and inspecting the returned Product.

6.2 Opened or Used Products

Products that have been opened, installed, or used in any way are not eligible for return or refund. All sales of opened or used Products are final. This exclusion does not apply to Products that are defective — defective Products are handled exclusively under the warranty provisions in Section 3.

6.3 Damaged or Defective on Arrival

If a Product arrives damaged or with a visible Defect, the Purchaser must notify Harves NA within seven (7) calendar days of delivery. Harves NA will arrange a full replacement at no cost, including shipping. The Purchaser should retain all original packaging materials for the return shipment.

6.4 How to Initiate a Return

To initiate a return, contact Harves NA at hello@harvestechnology.ca or +1 403 700 4111 with your order number. Do not ship Products back without first obtaining a Return Merchandise Authorization (RMA) number. Returns received without an RMA number may be refused.

7. Limitation of Liability

To the maximum extent permitted by applicable law, Harves NA's liability under this warranty is limited to the repair or replacement of the Product, at Harves NA's sole discretion. In no event shall Harves NA be liable for any indirect, incidental, special, consequential, or punitive damages arising from the use or inability to use the Product, including but not limited to property damage, loss of use, loss of revenue, or cost of substitute equipment.

In no event shall Harves NA's total aggregate liability exceed the original purchase price of the Product. Nothing in this section excludes or limits liability that cannot be excluded or limited under applicable law.

8. Warranty Transfer

This warranty may be transferred to a subsequent owner of the Product, provided that:

- The original proof of purchase (invoice or order confirmation) is provided to the new owner.
- The Product is in good working condition at the time of transfer.
- Harves NA is notified of the transfer in writing at hello@harvestechnology.ca within thirty (30) days of the change in ownership.

The warranty period is not extended or reset upon transfer. The remaining warranty period continues from the original date of delivery.

9. Provincial and State Consumer Protection

9.1 General — All Canadian Provinces and Territories

Each Canadian province and territory has consumer protection legislation that provides implied warranties and conditions on the sale of goods, including that goods must be of merchantable quality and fit for their intended purpose. These implied warranties cannot be excluded or waived by contract for consumer sales. This policy does not limit or exclude any such statutory rights.

9.2 Alberta

Under the Alberta Sale of Goods Act (RSA 2000, c S-2) and the Alberta Consumer Protection Act, goods sold in consumer transactions carry implied conditions of merchantable quality and fitness for purpose. These implied conditions cannot be contracted out of in consumer transactions. Alberta also provides a ten (10) day cancellation period for direct sales contracts (door-to-door or off-premises sales). Standard online and in-store purchases do not carry a statutory cooling-off period beyond what is provided in this policy.

9.3 Quebec

The Quebec Consumer Protection Act (CQLR, c P-40.1) provides a legal warranty that goods must be durable in normal use for a reasonable length of time, having regard to the price paid, the terms of the contract, and the conditions of use. This legal warranty applies automatically and cannot be excluded or limited by contract. Purchasers in Quebec benefit from this legal warranty in addition to the contractual warranty set out in this policy. In the event of any inconsistency between this policy and the Quebec Consumer Protection Act, the Act prevails.

Note: Quebec's Bill 29 (2023) introduced additional warranty-of-good-working-order obligations for certain categories of goods (primarily electronics and appliances). As of August 2026, rainwater collection products are not among the categories specified under Bill 29 regulations. Should future regulations extend coverage to this product category, Harves NA will comply with all applicable requirements.

9.4 British Columbia and Ontario

The British Columbia Sale of Goods Act (RSBC 1996, c 410) and the Ontario Sale of Goods Act (RSO 1990, c S.1) each imply conditions of merchantable quality and fitness for purpose into consumer sales contracts. The BC Business Practices and Consumer Protection Act and the Ontario Consumer Protection Act, 2002, further protect consumers against unfair practices. This warranty does not limit any rights under those statutes.

9.5 United States

For Products sold to purchasers in the United States, this warranty is subject to the Magnuson-Moss Warranty Act (15 U.S.C. §§ 2301–2312) and applicable state consumer protection laws. Nothing in this policy limits any rights provided by applicable federal or state law.

10. Governing Law and Dispute Resolution

This warranty and return policy shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of laws principles. Any dispute arising from or relating to this policy shall be subject to the exclusive jurisdiction of the courts of Alberta, located in Calgary.

Notwithstanding the foregoing, for purchasers resident in Quebec, this policy is governed by the laws of Quebec and the federal laws of Canada applicable therein, and disputes shall be subject to the jurisdiction of the courts of Quebec, in accordance with Article 3149 of the Civil Code of Quebec.

11. Amendments

Harves Technology North America reserves the right to amend this warranty and return policy at any time. Any amendments will apply only to Products purchased after the effective date of the amended policy. The warranty terms in effect at the time of purchase will continue to apply to that purchase for the duration of the Warranty Period.

12. Contact Information

Harves Technology North America

Calgary, Alberta, Canada

Email: hello@harvestechnology.ca

Phone: +1 403 700 4111

Web: harvestechnology.ca

Instagram: [@harvestechnology.na](https://www.instagram.com/harvestechnology.na)

This document is provided for informational purposes and does not constitute legal advice. Harves Technology North America recommends consulting with a qualified legal professional to ensure compliance with all applicable laws in your jurisdiction.

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