



## WARRANTY SERVICES

### 1 Warranty Services

- 1.1. Smart Farm Sensing B.V. (SFS) standard warrants to customer that the devices will be free from defects in material and workmanship for a period of one (1) year from the date of shipment to the customer according to SFS standard terms and conditions as filed at the Chamber of Commerce, of which a copy is available through <https://www.smartfarmsensing.com/terms-and-conditions>.
- 1.2. Customer can extend the warranty with a 1-year extended warranty period to the coverage provided in the original SFS warranty, which states that under terms of the warranty, the device conforms to published SFS specifications and/or to specifications agreed to in writing between SFS and customer and is therefore free of defects in materials and workmanship. The extended warranty entitles the customer to the following services
- 1.3. Firmware Updates - Firmware is a specific class of software that provides the low-level control for a device specific hardware. If enabled by the device manufacturer, customer is entitled to access to all firmware updates during the warranty period. Firmware update means a formal firmware release (i) which incorporates enhanced functionality to the firmware (unless treated as a new product by SFS for which there will be a separate charge) or (ii) that is a “maintenance” release that corrects deficiencies and/or bugs affecting performance to SFS published specifications.
- 1.4. Hardware Replacement (RMA) - SFS obligation under this warranty agreement is limited to replacing or repairing - at SFS's option - devices found by SFS to be defective within the warranty period. All such replacements and repairs shall be performed at SFS's option at facilities designated by SFS and shall be performed only after the customer has received a Return Material Authorization (RMA) number from SFS and has returned the device to SFS, shipping and insurance prepaid by customer.
- 1.5. This warranty agreement shall immediately be null and void if, in SFS's sole judgment, the device has been subject to unauthorized modification, misuse, abuse, neglect, accident, improper installation or application, alteration or neglect in use, storage, transportation or handling, or if the serial number and/or other device markings have been removed, defaced or altered.
- 1.6. SFS may, at its discretion, perform out of warranty repairs at SFS' customary charges or enter into a written agreement extending the terms of this warranty at a price stated in such agreement. All repairs performed out of warranty or pursuant to an extended warranty agreement shall be subject to all of the applicable limitations and procedures of this warranty agreement.
- 1.7. On Site Service - While SFS technicians have the ability to do a wide variety of diagnostic, programming, and software installation remotely, there may be occasions where physical components must be moved, changed, adjusted, or tested by an individual on site. In most cases, SFS personnel will be able to advise a customer employee in the successful completion of these tasks. At SFS's option, SFS technicians may provide on-site support, providing travel and subsistence charged at customer's expense.
- 1.8. Limitations - Technical phone/e-mail support is provided Monday through Friday from 9:00 am to 5:00 pm Central European Time (generally accepted holidays in The Netherlands are excluded).

### 2 Warranty Terms and Conditions

- 2.1. Term - The term of this warranty agreement begins upon receipt of funds by SFS and shall continue for one (1) year from commencement date, unless the agreement is terminated for cause.
- 2.2. Termination for Cause - Either party may terminate this agreement for cause if the other party: (a) fails to perform any material term or condition of this agreement and does not remedy the failure within thirty (30) days after receipt of written notice of such default, or (b) becomes insolvent, files or has filed against a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, or makes any other or similar agreements for the benefit of its creditors or takes any similar actions.
- 2.3. Eligibility for Support - To be eligible for extended warranty, the device must contain the most current firmware revision. The devices must be installed and remain in an operations environment which is in accordance with the specifications.
- 2.4. Rights and Obligations - Customer shall cooperate with SFS and provide remote access to the devices and physical on-site access, should that be required at SFS's sole discretion.
- 2.5. No Other Warranties - There shall be no other warranties, express, statutory or otherwise, including any implied warranty of fitness or any other obligation on the part of SFS with respect to any of the device except the warranty extended pursuant to this section. SFS's liability under any warranties shall be discharged by replacing or repairing

any part or parts that do not conform to the applicable warranty under normal and proper use. In no event shall SFS have any liability of any incidental, consequential, special or indirect damages.

- 2.6. Service Exclusions - The following services are specifically excluded from the warranty under this agreement; however, SFS may provide them at the request of customer for an additional charge:
- a. Any services resulting from normal “wear and tear”.
  - b. Any work on the customer’s equipment, other than as specified in the extended warranty.
  - c. Any service, including replacement of parts or repair, necessitated by any repair or attempt to repair or modification carried out to the device or the firmware by any person other than a duly authorized technician.
  - d. Any services, including replacement of parts or repair, which in the reasonable opinion of SFS are necessitated by the device being misused or used in a negligent manner, or used for other than its intended use or outside the environmental range specified by SFS.
  - e. Any services in connection with or arising out of the addition, removal, or maintenance of any third-party equipment, software, accessories, or other devices without Mart Farm Sensing’s prior approval.
  - f. Any services to the hardware or the firmware resulting from unusual external causes such as, but not limited to, power failure, power surges, air conditioning failure, humidity, accident, fire, or force majeure.

**3. Payment and Payment Terms**

- 3.1. Extended Warranty Fee - The annual fee for extended warranty shall be calculated according to the following formula:

$$[EWF] = [LP] \times [PI/100] \times 18\%$$

whereby: EWF = Extended Warranty Fee per annum, LP = List Price, which is the original device price excluded of any discounts, PI = Price Index, which is the indexed price change, including exchange rate change.

- 3.2. Warranty Charges - Warranty charges will be the amount specified on the extended warranty quote and charges will be payable annually in advance.
- 3.3. Price Changes - SFS may change the extended warranty charge upon thirty (30) days written notice prior to the expiration of the current warranty period. As new devices or firmware is added, the warranty provided for such additional device or firmware will be at the then current SFS list price, prorated for the balance of the current period.

**4. General**

- 4.1. Relationship Between Parties - This warranty agreement does not In any way create the relationship of principal and agent or employer and employee between SFS and Customer and under no circumstances shall Customer be considered to be an agent or employee of SFS.
- 4.2. Entire Agreement - This warranty agreement supersedes and cancels any and all prior agreements between the parties hereto, express or implied, with respect to the service and warranty of any of the devices. This extended warranty agreement sets forth the entire agreement between the parties hereto; it may not be changed, altered, or amended except in writing signed by both parties hereto.
- 4.3. Force Majeure - SFS shall not be liable under the provisions of this warranty agreement for damages on account of strikes, lockouts, accidents, fire, delays in manufacturing, delays of carriers, Acts of God, governmental actions, state of war any other causes beyond the control of the manufacturer, whether or not similar to those enumerated.
- 4.4. Non-Waiver - The failure or refusal by SFS either to insist upon the strict performance of any provision of this warranty agreement or to exercise any right in any one or more instances shall not be construed as a waiver or relinquishment of such provision or right, nor shall failure or refusal be deemed a custom or practice contrary to such provision or right.
- 4.5. Amendments - This warranty agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled, or waived, in whole or in part, except by written amended signed by the parties hereto.
- 4.6. Severability - In the event that any provision of this warranty agreement is found to be invalid illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not be affected thereby.
- 4.7. Assignment - Neither this warranty agreement nor any right hereunder or interest herein may be assigned by either party without the prior written consent of the other party, such approval shall not be unreasonably withheld. Notwithstanding the foregoing, SFS shall be entitled to assign this warranty agreement to a successor to all or substantially all of its assets, whether by sale, merger, or otherwise.
- 4.8. Notices - Unless otherwise specified herein, all notices required or permitted to be given hereunder shall be in writing and personally delivered, faxed, or sent by mail to the principal office of the other party indicated herein or as such other address as the parties may designate in writing. If mailed, notices will be deemed received in three days after mailing, postage prepaid, as set forth herein and otherwise shall be deemed effective upon receipt.
- 4.9. Governing Law and Arbitration - The warranty agreement and performance hereunder shall in all respects be governed by the laws of The Netherlands, without reference to conflict of laws principles. The parties agree that all disputes arising out of this warranty agreement shall be subjected to the exclusive jurisdiction and venue of the Court of Rotterdam.