

SMART FARM SYSTEMS, INC.
LIMITED WARRANTY

This “**Limited Warranty**” comprises part of the Products Purchase Agreement by and between Smart Farm Systems and Customer, and is subject to the terms and conditions thereof, including the warranty disclaimer and limitations of liability set forth therein. This Limited Warranty applies to the purchase and sale of the Equipment (as defined below) by Customer under the Purchase Order executed by Customer and accepted by Smart Farm Systems. Capitalized terms used, but not otherwise defined, in this Limited Warranty have the meaning ascribed to them in the Products Purchase Agreement.

Limited Warranty. Smart Farm Systems warrants that equipment manufactured by Smart Farm Systems and purchased by Customer pursuant to the Products Purchase Agreement (the “**Equipment**”), whether purchased directly from Smart Farm Systems or from an authorized dealer, will be free from defects in material and workmanship under normal usage for a period of twelve (12) months from the date of installation of such Equipment at Customer’s location; provided, however, in no event will such limited warranty apply to such Equipment more than thirteen (13) months after the Equipment is purchased from Smart Farm Systems.

Warranty Conditions. The limited warranty described herein is valid only in the United States of America. The limited warranty described herein will not apply to any of the Equipment: (a) purchased from a third-party other than an authorized dealer or distributor therefor; (b) with a factory-applied serial number that has been altered or removed; or (c) sold as used, refurbished, or that is so called “B stock” or consumables (such as batteries). The limited warranty described herein only applies if Customer notifies Smart Farm Systems in writing of the warranty breach before the expiration of the applicable warranty period. Without in any way limiting the generality of the other provisions in the Agreement, the limited warranty described herein does not apply to claims arising out of or relating to: (i) Customer’s or any third party’s negligence, abuse, misapplication or misuse of the Equipment or Smart Farm Software, including any use of the Equipment or Smart Farm Software other than as expressly authorized by Smart Farm Systems in writing, including, without limitation, in Smart Farm Systems’ operating instructions for such Equipment or Smart Farm Software or the Documentation; (ii) any Equipment or Smart Farm Software that is modified by Customer or its representatives; (iii) third party installation of the Equipment or Smart Farm Software; (iv) any third party equipment or software that is operated with or incorporated into the Equipment or Smart Farm Software; (v) Customer’s failure to promptly install all updates to Smart Farm Software that Smart Farm Systems has previously made available to Customer; (vi) Customer’s breach of any provision of any term or condition set forth in the Agreement; (vii) an End User’s breach of any term or condition set forth in the EULA; and (viii) acts of God, failure of electrical, internet or telecommunications service, fire, floods, earthquakes, lightning, accidents or any other circumstances or causes outside of the reasonable control of Smart Farm Systems.

Online Sales. Without exception, the Equipment is not authorized for online sales. Equipment purchased online is not covered by the limited warranty described herein. Such Equipment is not eligible for customer support or technical assistance offered by Smart Farm Systems.

Remedy. In the event of a breach of the limited warranty described herein, Customer's sole remedy, and Smart Farm Systems' sole liability, is for Smart Farm Systems, at its option, to repair or replace the affected Equipment, at no additional cost to Customer. If repair or replacement is not feasible, in Smart Farm Systems' sole discretion, Smart Farm Systems may elect to refund payments made by Customer for such Equipment.

Claim Procedures. The Equipment subject to repair or replacement pursuant to this Limited Warranty requires a Return Authorization number (RA#). To obtain a Return Authorization number, Customer must submit to Smart Farm Systems a written request for a Return Authorization Form, which may be submitted by emailing customerservice@smartfarm.ag. In connection with any repair or replacement pursuant to this Limited Warranty, Customer must deliver any affected Equipment, freight prepaid, in its original packaging or packaging affording adequate protection to Smart Farm Systems, Attn: Claims Department, 204 Industry Parkway, Suite F, Nicholasville, Kentucky 40356. Replacement of any missing materials are subject to surcharge. It is Customer's responsibility to backup any system configuration programming and farm sensor data that may have been programmed into the Equipment. Data and software may be lost during repair or replacement hereunder and Customer acknowledges Smart Farm Systems will not be responsible for any such damage or loss. A dated purchase receipt, bill of sale and/or original invoice, purchase agreement and completed Return Authorization Form are required for and must accompany all returns hereunder.

Additional information about Smart Farm Systems' customer support is available at www.smartfarm.ag/support/warranty or by calling the Customer Service Center at (859) 241-1967.