

Extended Limited Warranty Terms and Conditions

1 DEFINITIONS

1.1 "Extended Limited Warranty" means the Extended Limited Warranty Certificate and these terms and conditions.

1.2 "Product(s)" means the Trimble hardware products you purchased from Trimble or a Trimble authorized reseller that are listed on the Extended Limited Warranty Certificate. For purposes of this Extended Limited Warranty, the term Product includes the accessories originally included as part of the pack out of the Product listed on the Extended Limited Warranty Certificate, and the term Product does not include standalone software products or any software built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media.

1.3 "Trimble" means Trimble Navigation Limited or its affiliates.

1.4 "You," or "Your" when used below, regardless of capitalization, shall mean the Purchaser or Company as set forth on the Extended Limited Warranty Certificate.

2 HARDWARE ADVANCED WARRANTY

2.1 Hardware Warranty. During the Extended Limited Warranty period specified in the Extended Limited Warranty Certificate, Trimble warrants that the Product will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth in Section 2.2 below, this Extended Limited Warranty covers a) damage from repetitive use in accordance with the operator's manual and specifications resulting in the Product not functioning to specification and b) damage from dust, heat, humidity, and salt air as long as the Product is being used in accordance with the operator's manual and specifications. Trimble will replace the Products that prove to be defective with a new Product. If Trimble is unable to replace the Products with a new Product, Trimble will replace the defective Product with an equivalent to new or reconditioned Product. Trimble shall pay all shipping charges for shipping any replacement Products to you. **These are your sole remedies, and Trimble's sole liability, for any breach of this Extended Limited Warranty.**

2.2 This Extended Limited Warranty only applies in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and; (b) the Product is not modified, misused or abused. This Extended Limited Warranty shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (i) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (ii) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (iii) the unauthorized installation, modification, or use of the Product; (iv) damage caused by: accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside of Product specifications); or exposure to environmental conditions for which the Product is not intended; (vi) cosmetic damage; or (vii) accessories or platform kits purchased separately for use with the Product listed on the certificate. Trimble does not warrant or guarantee the results obtained through the use of the Product.

2.3 Accessories, Consumable parts. During the term of this Extended Limited Warranty, Trimble will repair or replace Product accessories and consumable parts such as batteries, (if any), with new, like-new or reconditioned accessories or consumable parts. You must follow the procedures in section 3 to obtain replacement of Product accessories or consumable parts.

2.4 The Australian Consumer Law. Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. If you purchased the Product in Australia, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition, you are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. Trimble's Extended Limited Warranty (set out above) is in addition to any mandatory rights and remedies that you may have under the Australian Consumer Law.

3 POLICY AND PROCEDURES.

During the term of this Extended Limited Warranty, if your Product does not conform to the warranty described in Section 2.1, you may contact your Trimble authorized reseller to arrange for a rapid replacement of your Product or accessory. Your authorized reseller will contact Trimble technical support to verify a non-conformity in your Product. The Trimble authorized reseller will replace the defective Product with (i) a new Product from such reseller's inventory, if available, or (ii) a Product ordered from Trimble, which will be shipped with expedited shipping. Your Trimble authorized reseller will be responsible for returning your original Product to Trimble and delivering the replacement Product to you. Your Trimble authorized reseller will be responsible for any necessary installation service for the replacement Product. All Products that are returned, and for which a replacement Product is provided, shall become the property of Trimble.

4 DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY.

EXTENDED LIMITED WARRANTY TERMS AND CONDITIONS

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION.

THE ABOVE WARRANTIES SHALL NOT APPLY AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR PERFORMANCE PROBLEMS RESULTING FROM PURCHASER DATA.

THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE PRODUCTS AND DOCUMENTATION, IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES, THE AVAILABILITY OF GPS SATELLITE SIGNALS, DISRUPTIONS IN WIRELESS CARRIER SERVICES OR THE OPERATION OF WIRELESS SERVICES.

IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, AND ACCOMPANYING DOCUMENTATION, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE.

BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5 MISCELLANEOUS

5.1 Assignment & Transferability. This Extended Limited Warranty may only be transferred (i) by Trimble to a new Product in the exercise of Trimble's replacement options under Section 2 or (ii) by you, in the event of sale or transfer of the Products to a new owner. Notification of the ownership transfer must be given to Trimble, and the new owner must register with Trimble. Trimble shall not be required to provide services under this Extended Limited Warranty to any assignee or transferee who is not registered with Trimble. If you are the transferee of the Product and the related Extended Limited Warranty, Trimble may issue you a new Extended Limited Warranty certificate showing the remaining term of the Extended Limited Warranty period.

5.2 Entire Understanding; Modifications. The Extended Limited Warranty sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to the Extended Limited Warranty shall be effective unless in writing and signed by Trimble.

5.3 Governing Law; Jurisdiction and Venue. This Extended Limited Warranty shall be governed by and construed under California law and applicable United States federal law, without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The foregoing notwithstanding, if you acquired the Products or the Extended Limited Warranty in Canada, this Agreement is governed by the laws of the Province of Ontario, Canada.

NOTE: If you have acquired the Products or Extended Limited Warranty in the European Union through a third party other than Trimble, the terms of this Extended Limited Warranty Certificate may not apply. Please contact your authorized Trimble reseller to receive applicable warranties.

Contact Information:

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END OF TERMS AND CONDITIONS