

## INTELLIGENT AG LIMITED WARRANTY

When purchasing blockage monitoring products (“Products”) manufactured by Intelligent Agricultural Solutions, LLC (“Intelligent Ag”) the original end user (“Initial Customer”) receives a limited warranty (Limited Warranty) from Intelligent Ag. This Limited Warranty outlines the Initial Customer’s exclusive rights and remedies as relates to these products.

The Initial Customer receives an expressed Limited Warranty for the Products purchased from Intelligent Ag. The terms of the Limited Warranty are explained below. Additionally, State or Provincial law may adjust the terms of the Limited Warranty, or the State or Province may impose additional obligations or additional “implied warranties.” To the extent necessary to comply with those laws, the terms of the Limited Warranty should be read to adjust to those requirements only to the extent necessary to comply with such local law.

If you are the corporation or individual installing or using the Products, you are asked to read the following terms and conditions carefully before installing or using these Products. By installing or using these Products, you consent to be bound by and become a party to the Limited Warranty. If you do not agree to the terms and conditions of the Limited Warranty, you should return the Products for a full refund, minus a minimum restocking fee of 10%, prior to installation.

### PRODUCTS LIMITED WARRANTY

Intelligent Ag warrants to the Initial Customer that the Products will be free from defects in material and workmanship for two (2) years from the Intelligent Ag Product Registration date, subject to the terms of this Limited Warranty, for all Product components except Recon acoustic blockage/flow sensors (Intelligent Ag part numbers 153570-000015, 153510-000022, 153510-000066 and 153570-000016), which are warranted for three (3) years. If product registration process does not occur, the Limited Warranty Period will begin on the ship date. Any Implied Warranty of Merchantability or for Fitness for a Particular Purpose, if applicable to the Products, is limited in duration to the period of ownership by the Initial Customer. This provision shall **not** create any Implied Warranty or Merchantability or of Fitness for a Particular Purpose that would not otherwise apply to the Products.

To be covered, the Initial Customer must still be the owner of the Products at the time of the failure that results in the claim made under this Limited Warranty.

This Limited Warranty is void if any part not supplied by Intelligent Ag is used in assembly or repair of the Products, or if the products have been altered.

### EXCLUSIVE REMEDIES UNDER LIMITED WARRANTY

If the Products prove to be defective in material or workmanship during the Warranty Period, and all Limited Warranty requirements have been met, the exclusive remedies, and Intelligent Ag’s sole obligations, are that Intelligent Ag will repair or replace the Products under this Limited Warranty.

**MAKING A LIMITED WARRANTY CLAIM**

To make a Limited Warranty claim on a Product, a dealer must do the following:

1. Visit Intelligent Ag's Dealer Portal: <http://intelligentag.com/dealer-portal/warranty/>. The Initial Customer must provide reasonable proof of purchase (for example, a sales receipt or PO number) that establishes them as the Initial Customer (the original end-user consumer purchaser) and which provides evidence that the Products were purchased within the warranty period of the event for which they are making a claim for warranty service.
2. Intelligent Ag will provide a Return Materials Authorization (RMA) number and shipping information for the return of the unit.
3. Upon receipt of the returned Products, Intelligent Ag will inspect them and make a determination as to the validity of the warranty claim. Intelligent Ag will respond to the claim within 15 days of receipt of the Products.
4. If upon examination it is determined that the Products are operating within factory recommended specifications, the Initial Customer will be notified and may request that the Products be returned to them. They will be asked to pay a reasonable service charge and also for shipping expenses to and from Intelligent Ag.
5. If it is determined upon examination that the Products are not operating within factory recommended specifications, but that the source of the failure was outside of the scope of this Limited Warranty, the Initial Customer will be notified of the estimated cost for repair of the Products to factory specifications. At this time, they may request that the Products be returned to them without further action, or that Intelligent Ag repair the products as per the provided estimate and return the product to them. In this case they will be billed for the repairs and for shipping expenses to and from Intelligent Ag.
6. If it is determined that the returned Products fall within the scope of this Limited Warranty, Intelligent Ag will repair or replace the Products at its discretion. Replacement Products may be new or factory refurbished at Intelligent Ag's discretion, and shall carry the warranty of the original Products. Following repair or replacement, Products shall be shipped to the same location in the same manner as the returned Products. Intelligent Ag shall pay all associated shipping expenses.
7. Under special circumstances, and at Intelligent Ag's sole discretion, Intelligent Ag may choose to supply replacement Products to the Initial Customer prior to the receipt of returned Products. In such cases, Intelligent Ag shall ship replacement Products to the Initial Customer if the initial customer will furnish Intelligent Ag with credit card information so that the Initial Customer may be charged for the replacement Products if required. No charge will be made against this card at the time the replacement Products are shipped. The replacement Products shall contain a prepaid return shipment label. When the replacement Products are received by the Initial Customer, the Initial customer will be asked to use the packaging in which the replacement Products were supplied to return the defective Products to Intelligent Ag using the supplied shipping label. Upon receipt and inspection of the returned Products by Intelligent Ag, Intelligent Ag shall determine the suitability of the returned Products for warranty. Should the returned Products be eligible for warranty under the terms and conditions of this Limited Warranty, then no charges shall be made to the Initial Customer's credit card. Should the Initial Customer not return the defective unit within 30 days, then the Initial Customer shall be charged for the full replacement cost for the Products supplied, plus shipping. Should the returned product prove not to qualify for warranty under the terms and conditions of this Limited Warranty, then the Initial Customer shall be contacted as indicated in paragraph 6 above.

**THE LIMITED WARRANTY DOES NOT APPLY UNLESS THE INITIAL CUSTOMER:**

1. Has properly operated the Products.
2. Has installed and maintained the Products properly per any installation or maintenance instructions that accompanied the purchase.

**INTELLIGENT AG DOES NOT COVER OR UNDERTAKE ANY LIABILITY IN ANY EVENT FOR ANY OF THE FOLLOWING:**

1. Loss of or damage to data, records, or software or the restoration of data or records, or the reinstallation of software.
2. Damage from any circumstance described as excluded below with respect to the product.
3. Damages from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, abuse, misuse or alteration of the product.
4. Claims related to crop production.

**NO MODIFICATIONS TO WARRANTY**

This is the exclusive Limited Warranty applicable to Intelligent Ag Products. No dealer has any authority to make any other warranty, modify, limit, or expand the terms of this Limited Warranty in any fashion, or to make any representation or promises on behalf of Intelligent Ag.

**EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES**

1. The sole and exclusive remedies of the Initial Customer are those provided by the Limited Warranty. Intelligent Ag excludes any liability for personal injury under the Limited Warranty. Intelligent Ag excludes any liability for direct, indirect, special, incidental or consequential damages, whether for damage to or loss of property, loss of profits, business interruption, or loss of information or data.
2. Intelligent Ag does not sell their Products for use in high-risk activities. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively "High Risk Activities"). Intelligent Ag expressly disclaims any express or implied warranty of fitness for High Risk Activities. Intelligent Ag does not authorize use of any of the Products in any High Risk Activities.
3. This Limited Warranty is governed by the laws of the United States and the State of North Dakota, without reference to conflict of law principles.
4. Contact Information: Intelligent Ag's address is 1810 NDSU Research Circle North, Fargo, ND 58102. Its phone number is (701) 356-9222. Intelligent Ag is the warrantor under this Limited Warranty. You may also visit Intelligent Ag on the internet at [www.intelligentag.com](http://www.intelligentag.com)
5. CAUTION: Any changes or modifications not expressly approved by the warranty and/or user documentation accompanying this device could void the user's authority to operate the equipment.

**EXPORT REGULATIONS**

Certain Intelligent Ag products are subject to export controls by the U.S. Department of Commerce (DOC), under the Export Administration Regulations (EAR). Violation of U.S. law is strictly prohibited. You agree to comply with the requirements of the EAR and all applicable international, national, state, regional and local laws, and regulations, including any applicable import and use restrictions.

For further information or clarification regarding these regulations, please contact Intelligent Ag.

**UPDATES AND CHANGES**

Intelligent Ag reserves the right to make changes to this Limited Warranty at any time.