

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 the limited warranty described in this document from Intelligent Ag (“**Limited Warranty**”).

The terms of the Limited Warranty are set forth below. Additionally, state or provincial law may modify 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 party installing or using the Products, you are advised to read the following terms and conditions of this Limited Warranty carefully before installing or using these Products. By installing or using these Products, you consent to be bound by the Limited Warranty. If you do not agree to the terms and conditions of the Limited Warranty, you should return the Products prior to installation for a full refund, minus a minimum restocking fee of 10%.

PRODUCTS LIMITED WARRANTY

Intelligent Ag warrants to Initial Customer that the Products will be free from defects in material and workmanship for (i) three (3) years for all Recon acoustic blockage/flow sensors, and (ii) two (2) years for all other Products, in each case from the date of purchase by the Initial Customer, subject to the terms and conditions of this Limited Warranty (the “**Warranty Period**”). If Initial Customer is unable to provide proof of purchase confirming the date of purchase, the Warranty Period will begin on the date Intelligent Ag first ships the Product (whether directly to Initial Customer or to a dealer).

This Limited Warranty is non-transferable. To obtain the benefits of this Limited Warranty, Initial Customer must own the Products at the time of the Product failure that results in the claim made under this Limited Warranty and at the time the claim is actually made under this Limited Warranty.

This Limited Warranty does not cover any damage due to: (i) improper use; (ii) failure to follow the Product instructions or to perform any preventive maintenance; (iii) modifications; (iv) unauthorized repair; (v) normal wear and tear; or (vi) external causes such as accidents, abuse, or other actions or events beyond Intelligent Ag’s reasonable control.

EXCEPT FOR THE WARRANTIES SET OUT UNDER THIS LIMITED WARRANTY, NEITHER INTELLIGENT AG NOR ANY PERSON ON INTELLIGENT AG’S BEHALF HAS MADE OR MAKES FOR INITIAL CUSTOMER’S BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. INITIAL CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY INTELLIGENT AG, OR ANY OTHER PERSON ON INTELLIGENT AG’S BEHALF.

EXCLUSIVE REMEDIES UNDER LIMITED WARRANTY

With respect to any defective Product during the Warranty Period, Intelligent Ag™ will, in its sole discretion, either repair or replace such Product (or the defective part) free of charge. Intelligent Ag will also pay for shipping and handling fees to return the repaired or replacement Product to Initial Customer.

THE REMEDIES DESCRIBED ABOVE ARE INITIAL CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND INTELLIGENT AG'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. INTELLIGENT AG'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY INITIAL CUSTOMER FOR THE DEFECTIVE PRODUCT, NOR SHALL INTELLIGENT AG UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO INITIAL CUSTOMER.

MAKING A LIMITED WARRANTY CLAIM

To make a Limited Warranty claim on a Product, Initial Customer must submit a warranty claim through a dealer and the following process will apply:

1. The dealer must submit the warranty claim through Intelligent Ag's Dealer Portal: <http://intelligentag.com/dealer-portal/warranty/>. Initial Customer must provide reasonable proof of purchase (for example, a sales receipt or PO number) that establishes such party as Initial Customer (i.e., the original end-user consumer purchaser). Intelligent Ag shall not be held responsible for a dealer's failure to submit a warranty claim to Intelligent Ag.
2. Intelligent Ag will provide a Return Materials Authorization (RMA) number and shipping information for the return of the Product.
3. Upon receipt of the returned Product, Intelligent Ag will inspect it 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 Product.
4. If upon examination it is determined that the Product is operating within factory recommended specifications, Initial Customer will be notified and may request that the Product be returned to Initial Customer. Initial Customer will be required to pay an amount equal to one hour at Intelligent Ag's then-standard technician labor rate and also for shipping expenses to and from Intelligent Ag.
5. If upon examination it is determined that the Product is not operating within factory recommended specifications, but that the source of the failure was outside of the scope of this Limited Warranty, Initial Customer will be notified of the estimated cost for repair of the Product to factory specifications. At this time, Initial Customer may request that the Product be returned to Initial Customer without further action, or that Intelligent Ag repair the Product. If Initial Customer requests that Intelligent Ag repair the Product, Initial Customer will be billed for the cost of the repairs and for shipping expenses to and from Intelligent Ag.

6. If upon examination it is determined that the Product defect is covered by this Limited Warranty, Intelligent Ag™ will repair or replace the Product at its discretion. Replacement Products may be new or factory refurbished at Intelligent Ag's discretion. Any repaired or replacement Products will also receive this Limited Warranty, with the Warranty Period beginning on the date Intelligent Ag ships the repaired or replacement Product to Initial Customer. Following repair or replacement, Products shall be shipped to the same location and in the same manner as the returned Products. Intelligent Ag shall pay all associated shipping expenses.

Under special circumstances, and at Intelligent Ag's sole discretion, Intelligent Ag may choose to supply a replacement Product to Initial Customer prior to the receipt of the returned Product. In such cases, Intelligent Ag shall ship the replacement Product to Initial Customer; provided, however, that Initial Customer (a) must first furnish Intelligent Ag with Initial Customer's credit card information, and (b) Initial Customer hereby authorizes Intelligent Ag to charge Initial Customer's credit card on file for the cost of the replacement Product and associated shipping expenses in the event the Product defect for the returned Product is not covered by this Limited Warranty. The replacement Product, when shipped, will contain a prepaid return shipment label. When the replacement Product is received by Initial Customer, Initial Customer must use the packaging in which the replacement Product was supplied to return the defective Product to Intelligent Ag using the supplied shipping label. Upon receipt and inspection of the returned Product by Intelligent Ag, Intelligent Ag shall determine whether the Product defect for the returned Product is covered by this Limited Warranty and will notify Initial Customer of its determination. Should Initial Customer not return the defective Product within thirty (30) days of the date Intelligent Ag ships the replacement Product, then Initial Customer shall be charged for the full replacement cost for the Product supplied, plus associated shipping expenses, and Initial Customer hereby authorizes Intelligent Ag to charge Initial Customer's credit card on file for all such costs and expenses.

NO MODIFICATIONS TO WARRANTY

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

EXCLUSIVE REMEDIES AND EXCLUSION OF OTHER DAMAGES

1. The sole and exclusive remedies of Initial Customer for defects in the Products are those provided by the Limited Warranty. Intelligent Ag excludes any liability for direct, indirect, special, incidental or consequential damages, whether for and including damage to or loss of property, loss of profits, business interruption, or loss of information or data, and claims related to crop production.
2. Intelligent Ag does not sell the 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.

UPDATES AND CHANGES

Intelligent Ag reserves the right to make changes to this Limited Warranty at any time. Any changes will apply to Products purchased by Initial Customer after the date of such change.