



**Topcon Agriculture  
Service / Warranty Policy  
North America**

## **Topcon Quality Statement**

Empowering employees to pursue perfection

Our goal is to provide the best possible service to users of Topcon products/services and to set Topcon apart from and above competition. It is Topcon Service's responsibility to quickly and professionally respond to the demands of Topcon users.

We offer repair certification courses to all Topcon Distributors and encourage you to arrange a custom training session for your organization.

Our goal can only be achieved with the assistance and continued dedication of our Distributor Network. Please read this document as it defines important Topcon Service Policy.

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Corporate Headquarters  
Topcon Positioning Systems, Inc.  
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Livermore, CA 94550

## Contact Us

Topcon Positioning Systems, Inc.  
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Fort Atkinson, WI 53538



Service Repair, RMA, Warranty Inquiries and Technical Support

### Topcon Branded Products

E-Mail: [tasupportamericas@topcon.com](mailto:tasupportamericas@topcon.com)

Phone: 866-749-3456

### NORAC Branded Products

E-Mail: [tasupportn@topcon.com](mailto:tasupportn@topcon.com)

Phone: 888-979-9509

### DigiStar and RDS Branded Products

E-Mail [tasupportds@topcon.com](mailto:tasupportds@topcon.com)

Phone: 920-563-9700

### Training Request

[tpaamericas@topcon.com](mailto:tpaamericas@topcon.com)

### eSource Support

[www.topcon.secure.force.com/eSource/login](http://www.topcon.secure.force.com/eSource/login)

### Topcon Agriculture Website

[www.topconpositioning.com](http://www.topconpositioning.com)

### myTopcon NOW!

<https://mytopconnow.topconpositioning.com>

### BizHub

<https://businesshub.topcon.com/topcon/en/USD/>

## Topcon Standard Universal Product Warranty

The following limited warranty (the “**Warranty**”) applies to after-market products and systems (“**Products**”) manufactured or sold by Topcon Positioning Systems, Inc. and its subsidiaries and affiliates (collectively “**Topcon**”). This Warranty does not apply to OEM products and/or customer sales.

### A. General Warranty

Topcon Products are manufactured to applicable specifications and guaranteed against defective material and workmanship under normal use and application for the following periods of time (each a “**Warranty Period**”). There may be warranty exceptions to this list. Please contact Topcon Service to confirm the Warranty Period applicable to a particular Product, which will require the serial number of the Product.

AG Product Line:	Warranty Period:
Digi-Star Serialized Products	36 months
Cab Controls – Scales	36 months
Load Cells – Weigh Beams	36 months
NORAC Brand Serialized Products	24 months
TTL Serialized Products	24 months
NT 8000i	24 months
Combine Moisture Meter CMM 100	24 months
Moisture Tracker	24 months
Eagle Consoles	24 months
TST7600 Touch Screen Indicator	24 months
Yield Trakk YM-1	24 months
ECU	24 months
Serialized Precision Ag Displays	24 months
Serialized Precision Ag Receivers	24 months
NORAC Brand Hoses and Cables/Harness	12 months
AG Repairs	6 months
Parts, Batteries, Battery Chargers, Valves, Hoses and Cables	90 days
Replacements	The longer of 90 days from replacement or the balance of the Warranty Period for the original Product.

Survey Product Line:	Warranty Period:
Automatic Levels	60 months
Robotic Total Stations	36 months
Manual Total Stations	24 months
LN Series (Layout Navigator)	24 months
GTL-1000	24 months
Data Controllers	24 months
GLS-2000 3D Scanners	12 months

Survey Product Line:	Warranty Period:
Mobile Mapping	12 months
Repairs	90 days
Parts, Batteries, Battery Chargers, Valves, Hoses and Cables	90 days
Replacements	The longer of 90 days from replacement or the balance of the Warranty Period for the original Product.

Laser Product Line:	Warranty Period:
Topcon Lasers	60 months
Machine Control Laser (LZ-T5)	24 months
LS Series Laser / RD Remote Controller	12 months
Repairs	90 days
Parts, Batteries, Battery Chargers, Valves, Hoses and Cables	90 days
Replacements	The longer of 90 days from replacement or the balance of the Warranty Period for the original Product.

GPS Product Line:	Warranty Period:
GNSS Products	12 months
Telematics Products	12 months
Repairs	90 days
Parts, Batteries, Battery Chargers, Valves, Hoses and Cables	90 days
Replacements	The longer of 90 days from replacement or the balance of the Warranty Period for the original Product.

Machine Control Product Line:	Warranty Period:
TS-i3/TS-i4	36 months
TS-1	12 months
Machine Control Products	24 months
Repairs	90 days
Parts, Batteries, Battery Chargers, Valves, Hoses and Cables	90 days
Replacements	The longer of 90 days from replacement or the balance of the Warranty Period for the original Product.

UAV Product Line:	Warranty Period:
UAS Mavinci	12 months or 150 flight hours or 200 landings; whichever occurs last.
UAS Falcon 8+	12 months
Repairs	90 days
Parts, Batteries, Battery Chargers, Valves, Hoses and Cables	90 days

UAV Product Line:	Warranty Period:
Replacements	The longer of 90 days from replacement or the balance of the Warranty Period for the original Product.
Refurbished/Used Products Purchased Directly from Topcon via Topcon Resale Website:	Warranty Period:
Refurbished/Used Products	12 months

Notwithstanding the above-described Warranty Periods, in the event a longer warranty period is mandated under the laws or regulations of another territory, and that warranty is applicable to a particular Product, said warranty period shall govern.

The applicable Warranty Period shall commence on the date the Product is sold to a person or entity that is not an authorized re-seller of Products (an “**End User**”). Products sold to an End User more than 1 year from the date of initial purchase from Topcon shall not be covered by this Warranty. To be eligible for coverage under this Warranty, a Product believed to be defective must be received by an authorized Topcon service facility within the Warranty Period.

Products can be registered on the myTopcon website: <https://www.topconpositioning.com/na/register>.

Warranty service may be obtained by contacting an authorized Topcon dealer. Purchaser agrees to ensure the product or assume the risk of loss in transit, prepay shipping charges to the warranty service location, and use the original instrument carrying case and shipping container or the equivalent. End Users should Contact their Topcon dealer for proper instructions on returning products to a warranty service location.

## B. Repair or Replacement

If covered by this Warranty, Topcon will, at its option, repair or replace the Product at no additional charge. This is the sole remedy available for defective Products. Repair parts and replacement Products will be furnished on an exchange basis and will be either reconditioned or new. The Warranty Period for repaired Products or replacement Products shall be equal to the balance of the original Warranty Period for the original Product.

## C. Exclusions

This Warranty does NOT extend to Products that have been, as determined by Topcon, exercising its sole discretion:

- improperly installed, calibrated, configured, or interfaced;
- misused, abused, modified improperly or without authorization, improperly maintained, serviced by anyone other than an authorized Topcon service provider;
- damaged or rendered defective due to accident (e.g., impact/drop), act of God, exposure to any other event or condition for which the Product was not intended, including but not limited to: fire, water, environmental hazards, atmospheric conditions, solar activity;
- damaged or rendered defective as a result of the Product being used in combination with other devices or accessories that are not approved by Topcon for use with the Product;
- normal wear and tear or cosmetic damage; or
- operation outside of the environmental or other specifications for the Product.

In addition, with respect to Precision Agriculture Products, this Warranty (standard and extended) shall be void and inapplicable as to any Products found not using OEM (Topcon) harnesses and/or instances where harnesses have been modified, such as wire splicing or removal of connector pins.

**NOTICE REGARDING PRODUCTS EQUIPPED WITH GPS AND WIRELESS TECHNOLOGY:** The use of certain Products is dependent on the availability and coverage of wireless networks, telecommunications networks, positioning

systems and the internet, which involve facilities that are owned and operated by third parties. Operation of the Products may depend on the system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, certain third-party equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond Topcon's reasonable control. TOPCON WILL NOT BE RESPONSIBLE FOR THE UNAVAILABILITY, TERMINATION OR PERFORMANCE DEGRADATION OF OR LIMITS IN WIRELESS NETWORKS, WIRELESS COVERAGE, POSITIONING SYSTEMS, THE INTERNET OR ANY OTHER THIRD-PARTY SYSTEMS OR FACILITIES.

Services: This Warranty does not extend to any services provided under support and maintenance agreements, "Statements of Work" or any other similar agreement. Such services are warranted, if at all, as set forth in those agreements. **WITH RESPECT TO SERVICES NOT COVERED UNDER SUCH AGREEMENTS, TOPCON OFFERS NO WARRANTY AND ANY SUCH SERVICES ARE PROVIDED "AS IS."**

Software: This Warranty does not extend to software Products. Warranties relating for software Products, if any, are set forth in the end user license agreement/documentation accompanying the subject Product.

#### **D. Distributors and Resellers**

Resellers/distributors of Products are not authorized to offer any warranty and/or make any representations on behalf of Topcon inconsistent with this Warranty.

#### **E. Disclaimer and Limitation of Liability**

**DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN THIS WARRANTY, TOPCON MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR STATUTE. TOPCON WILL NOT BE OBLIGATED TO HONOR ANY WARRANTY UNLESS IT HAS BEEN PAID IN FULL FOR THE PRODUCTS.

**LIMITATION OF LIABILITY.** TOPCON DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS OR SOFTWARE NOT BEING AVAILABLE FOR USE, FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR FOR PROVIDING SERVICES AND SUPPORT. TOPCON WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, COST OF COVER OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES TO ANY PRODUCTS, SOFTWARE, SERVICES AND/OR SUPPORT THAT A RESELLER/DISTRIBUTOR OR END USER PURCHASES OR RECEIVES FROM TOPCON. TOPCON'S ENTIRE LIABILITY FOR ANY AND ALL DAMAGES, WHETHER DIRECT OR OTHERWISE, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE AGGREGATE DOLLAR AMOUNT PAID BY DISTRIBUTOR OR END USER FOR THE PURCHASE OF THE PRODUCT(S) GIVING RISE TO THE ALLEGED LIABILITY.

#### **F. Applicable Law**

For Products sold in North, Central and South America. This Warranty shall be governed and construed under the laws of the State of California not including the 1980 United Nations Convention on Contract for the International Sale of Goods. Any dispute relating to this Warranty shall be resolved in the state courts in Alameda County, California and/or the federal courts in Alameda County or San Francisco County, California.

For Products sold in Europe. This Warranty shall be governed and construed under the laws of The Netherlands, not including the 1980 United Nations Convention on Contract for the International Sale of Goods. Any dispute relating to this Warranty shall be resolved in the appropriate courts located in the Netherlands.

For Products sold in Australia. This Warranty shall be governed and construed under the laws of New South Wales, not including the 1980 United Nations Convention on Contract for the International Sale of Goods. Any dispute relating to this Warranty shall be resolved in the appropriate courts located in New South Wales.



For Products sold in China. This Warranty shall be governed and construed under the laws of the People's Republic of China, without consideration of the 1980 United Nations Convention on Contract for the International Sale of Goods. Any dispute relating to this Warranty shall be submitted to Shanghai International Economic and Trade Arbitration Commission ("SIETAC") for arbitration which shall be conducted in accordance with SIETAC's Arbitration Rules in effect on the date of this Warranty. The seat of the arbitration shall be in Shanghai, the People's Republic of China. The language of the arbitration shall be Chinese. The tribunal shall consist of three arbitrators who need not be listed on the SIETAC panel of arbitrators. The arbitration award shall be final and binding upon the parties.

## Warranty Program

### RMA and Warranty Claim Definitions

- **RMA (Return Material Authorization)** = Defective instrument or service part returned for repair or replacement. Below are RMA examples and definitions:

- **DOA** = Unit failed out of the box, zero field hours. Distributor must contact Technical Support before requesting an RMA either by phone at 866-749-3456 or e-mail to [tasupportamericas@topcon.com](mailto:tasupportamericas@topcon.com). Technical Support will diagnose the device to determine application or hardware performance. In the event Technical Support cannot identify a remote solution and the device needs a hardware evaluation, a Salesforce case number will be assigned to the event. Technical Support will move this case to the Service Queue. Service will retrieve the case and contact our Distributor with a Technical Support number and shipping instructions. Service will credit or replace this unit if we can confirm the reported failure. If no failure is found, the unit will be returned to the Distributor and no credit will be transacted for the event. DOA will not be considered for items with a shelf life at or greater than 6 months. This unit will be repaired and returned to Distributor.

If an advanced replacement device is requested before receipt of the DOA unit, a PO will be required by Service.

- **90-day Failure** = Unit failed in application within a 90-day window from date of sale. Distributor must contact Technical Support before requesting an RMA either by phone at 866-749-3456 or e-mail to [tasupportamericas@topcon.com](mailto:tasupportamericas@topcon.com). Technical Support will diagnose the device to determine application or hardware performance. In the event Technical Support cannot identify a remote solution and the device needs a hardware evaluation, a Salesforce case number will be assigned to the event. Technical Support will move this case to the Service Queue. Service will retrieve the case and contact our Distributor with an RMA number and shipping instructions. Service will repair this unit and return to Distributor within a 14-day repair cycle time.

- **Warranty Claim** = Compensation for labor and travel (at then-current standard rates), and service parts used in an instrument repair service.

## RMA for Serialized Units

Distributor must contact Topcon Support before requesting an RMA either by phone at 866-749-3456 or e-mail to [tasupportamericas@topcon.com](mailto:tasupportamericas@topcon.com). Topcon Support will diagnose the device to determine application or hardware performance. If this device requires a hardware evaluation, a Salesforce case number will be assigned to the event. Topcon Support will move this case to the Service Queue. Service will retrieve the case within 24 hours and contact the Distributor with an RMA number. A shipping label for the device will be e-mailed to the contact name on the case.

Service will repair or replace this unit if the reported failure can be verified. If no failure is found, the unit will be returned to the Distributor and no credit will be transacted for the event.

If an advanced replacement device is requested before receipt of the DOA device, a PO will be required by Service. The advanced replacement will be at retail value. If no failure is found with the device sent in, no credit will be issued for the advanced replacement.

Please use the shipping label e-mailed to the contact name on the case when returning the device to Topcon.

Topcon Positioning Systems, Inc. reserves the right to charge a 20% restocking fee for all product returns.

RMA ITEMS NOT RECEIVED WITHIN 14 DAYS OF ISSUANCE (DOMESTIC and CANADA) and 28 DAYS (INTERNATIONAL) WILL BE CANCELLED.

ALL PRODUCTS RECEIVED WITHOUT AN RMA NUMBER WILL BE RETURNED FREIGHT COLLECT.

## RMA for Non-Serialized Parts or Accessories

To secure an RMA Number, Distributor must contact Technical Support before requesting an RMA either by phone or email.

Information required:

- Detailed description of problem, original Purchase Order number or Sales Order number
- Topcon part number

Topcon will e-mail the RMA number and shipping label for the defective accessory or part.

Please use the shipping label e-mailed to the contact name when returning the device to Topcon.

Topcon Positioning Systems, Inc. reserves the right to charge a 20% restocking fee for all product returns.

RMA ITEMS NOT RECEIVED WITHIN 14 DAYS OF ISSUANCE (DOMESTIC and CANADA) and 28 DAYS (INTERNATIONAL) WILL BE CANCELLED.

ALL PRODUCTS RECEIVED WITHOUT AN RMA NUMBER WILL BE RETURNED FREIGHT COLLECT.

## Return Policy

### RMA Return instructions:

- DOA Goods must be received within the following time frames;
  - o Domestic US and Canada - 14 days
  - o International - 28 days

Products must be returned to Topcon in the original packaging and instrument case, including all associated parts and accessories. Missing parts and accessories will be debited from any applicable credit.

- RMA Goods must be received within the following time frames;
  - o Domestic US and Canada - 14 days
  - o International - 28 days

Products must be returned to Topcon in the original instrument case.

### Shipping Terms / Condition of Repair / Credit Returns:

- Shipments *to* Topcon Positioning Systems, Inc. adhere to the following instructions:
  - o **RMA, Warranty and Non-Warranty** - All shipping costs (freight cost, Customs Duties & Taxes, Value Added Taxes (VAT's)) are at Customer, Representative or Distributor's expense; *Incoterm: DDP (Deliver Duties Paid)*. Note: shipper must utilize their own U.S. Customs broker.

- **DOA** - In the case of a unit failing in less than or equal to 90 days from date of retail sale, Topcon Positioning Systems, Inc. will assume all shipping costs (including International Duties & Taxes and Customs Brokerage fees). Topcon Positioning Systems will determine the carrier and customs broker for this return. **Incoterm EXW (Exworks)** using TPS's preferred carriers: FedEx, UPS and NNR; shipping "freight collect".
- Shipment **from** Topcon Positioning Systems, Inc. adhere to the following instructions:
  - **Non-Warranty** - All shipping costs (Shipping, Value Added Taxes & International Duties & Taxes) are at Customer, Representative or Distributor's expense; **Incoterm EXW (Exworks) - U.S.A; Livermore, CA or Olathe, KS.**
  - **Warranty / DOA** - All shipping costs (Shipping, Value Added Taxes & International Duties & Taxes) are at Topcon Positioning Systems, Inc.'s expense; **Incoterm: DDP (Deliver Duties Paid)**
- Topcon Positioning Systems, Inc. reserves the right to charge a 20% restock fee for product returns.
- Credit returns are subject to final inspection, testing and management approval. Returned goods must be returned to TPS in the original packing with accessories.

**Shipping Instructions:**

- Shipper's commercial invoice must state the following in English; Topcon material number, serial number, original purchase value, country of origin, and the RMA or Warranty Claim reference number.
- Clearly mark the RMA OR WC number or place the provided shipping label on the outside of the box; include a copy of the RMA/WC document in the box.
- Please return item via traceable method, Topcon will not be responsible for any loss or damage during the return process.
- Ship to Address (as instructed) on RMA shipping label
- Products received without a referenced RMA/WC number will be returned unrepaired and freight collect; Incoterm EXW (Exworks) Livermore, CA, U.S.A.

Incoterms: "International Commercial Terms" The Incoterms rules are an internationally recognized standard and are used worldwide in international and domestic contracts for the sale of goods. They help traders avoid costly misunderstandings by clarifying the tasks, costs and risks involved in the delivery of goods from sellers to buyers. Incoterms® rules are recognized by UNCITRAL as the global standard for the interpretation of the most common terms in foreign trade.

REF: <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/>

## Service After Production Ends

Products manufactured by Topcon:

Topcon will use reasonable efforts to make available technical support and service parts for 5 years from production end date.

❖ **Warranty Period**

See Warranty Period above - Topcon Standard Universal Product Warranty.

❖ **Out-of-Warranty**

Topcon offers the following at Distributor/End User expense:

- ✓ Repair of original product based on material availability at standard rates.
- ✓ Refurbished products, if available (pricing at standard rates).
- ✓ Sale of similar new product if product is still in production (pricing on case by case basis).
- ✓ Sale of new replacement product (pricing on a case by case basis).

This policy only applies to serialized products manufactured by Topcon; Topcon has no policy concerning support of products for Topcon accessories.

## Customer Improvement Request

Topcon values your opinion and encourages your recommendations for product quality, product, or process improvement. Please use our dedicated e-mail address to make your recommendations at [quality-engineering@topcon.com](mailto:quality-engineering@topcon.com).



### Topcon Agriculture

Topcon Positioning Systems, Inc.  
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