

### 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

UAV Product Line:	Warranty Period:
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.

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 considered out of 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.