

CompassTools Warranty Program Exclusions and disclaimers

CompassTools Hardware Warranty Program Excludes the following:

- Batteries
- Chargers
- USB Cables
- Charging Module

The CompassTools warranty program also does not cover any of the following circumstances.

1. Improper or inadequate maintenance performed by Customer. Misuse, abuse, negligence, accidents such as lightning or other electrical discharge, fresh or salt water immersion or spray, or exposure to environmental conditions for which the Product is not intended
2. Customer or third party supplied products, software, interfacing or supplies
3. Unauthorized modification, maintenance or repair, normal wear and tear on consumable parts (example: batteries, chargers, USB cables)
4. Loss or damage in transit
5. CompassTools has the right to decline service based on condition of the unit after the initial MAP-IT inspection.

The unit will need to be satisfactorily repaired to be included in the Warranty program. A repair estimate will be sent to the customer for approval and payment prior to repair.

WARRANTY SERVICE

CompassTools Inc. (CTI) agrees to acquire and maintain the required minimum inventories of spare parts. Refurbished, reclaimed or after-market parts may be used in the repair of your equipment under this program.

LOCATION

CTI ensures that repairs will only be concluded in physical locations which have been inspected and approved by Trimble.

SHIPPING CHARGES

Customer will be responsible for shipping charges relating to Warranty Service performed in our shop. CTI shall prepare and package all repairs for

delivery, as applicable, in a manner which (i) follows good commercial practice, (ii) is acceptable to common carriers for shipment at the lowest rate,

and (iii) is adequate to ensure safe arrival.

WARRANTY AND QUALITY ASSURANCE

CTI represents and warrants the following; (i) that the labor on all Product repairs shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of the repairs prevailing at the time; (ii) that the labor on all Product repairs shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated

by this Agreement; (iii) CTI shall maintain its workshop and perform Product repairs in accordance with the standards set forth in Trimble's "Service Policies" document.

Term and Termination

This Agreement commences on the completion of the MAP-IT inspection or required repairs and shall continue for the duration of the agreement. General Warranty. Supplier warrants to Buyer and no other person or entity including Buyer's customers, if any, that for a period of ninety (90) days after delivery, all Services and Products will conform to any written specifications provided by Supplier to Buyer set forth herein. Supplier further warrants that all Services and Products provided to Buyer shall be performed by persons with the requisite skill for such Services and Products and shall be performed in a competent and professional manner.

Warranty Disclaimer

THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING, PERFORMANCE, OR CUSTOM AND USAGE IN THE TRADE. EXCEPT IN CASES OF A BREACH OF SECTION 10.2 COMPASSTOOLS SHALL HAVE NO OTHER LIABILITY UNDER ANY THEORY AT LAW, IN EQUITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, NEGLIGENCE AND STRICT LIABILITY, FOR ANY LOSS OR DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, AND AMOUNT FOR LOST PROFITS, EVEN IF COMPASSTOOLS HAS BEEN ADVISED OF SAME. ANY ACTION AGAINST COMPASSTOOLS MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM IS PERFECTED.

Indemnity and Liability

General Indemnification Buyer shall indemnify and hold harmless Supplier against any and all claims, demands, costs and liabilities (including legal fees and expenses) of any kind whatsoever arising directly or indirectly by third Parties related to the GCPS and Products provided.

Limitation on Damages

EXCEPT AS SPECIFICALLY PROVIDED FOR IN SECTION 10.2, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CLAIM OR LOSS INCURRED INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL EXEMPLARY (OR OTHER NONCOMPENSATORY DAMAGES), OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OF GROUND CONTROL POINTS, THE PRODUCTS OR LOSS OF INCOME OR PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT OR THE USE OR PERFORMANCE OF THE GROUND CONTROL POINTS, THE PRODUCTS OR OTHER SUPPLIER-PROVIDED OR BUYER PROVIDED MATERIAL, WHETHER IN AN ACTION IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE.

Out of Pocket Expenses

Supplier, reserves the right to seek compensation for all actual, out of pocket expenses incurred during the Term of this Agreement including all Option periods should the claim be based on an action based in contract, store or otherwise.

Maximum Damages

Except as provided for in section 10.2, in no event will the aggregate liability of a party to the other party or to third parties, whether for negligence, breach of agreement, misrepresentation or otherwise, in respect of a

single or series of occurrences in any circumstances exceed the amount received by such party in respect of the services performed.