

EXTENDED LIMITED WARRANTY TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 "Fix" or "Fixes" means an error correction or other update created to fix a previous software version that does not substantially conform to its published specifications.
- 1.2 A "Major Upgrade" occurs when significant new features are added to Software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a significant new feature and a Major Upgrade.
- 1.3 A "Minor Update" occurs when enhancements are made to current features in a software program.
- 1.4 "Products" shall mean those hardware products listed on the Extended Limited Warranty Certificate.
- 1.5 "Software" as used herein shall mean the computer software listed on the Extended Limited Warranty Certificate provided with the Trimble Products purchased by you (whether the software is built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media), or provided as a stand-alone computer software product.
- 1.6 "Technical Support" as used herein means assistance provided over email, internet chat, remote diagnostic tools, or telephone by Trimble.
- 1.7 "Trimble" means Trimble Inc. and/or its affiliates.
- 1.8 "You," when used below, shall mean the Purchaser or Company Name as set forth on the Extended Limited Warranty Certificate.

2 SOFTWARE MAINTENANCE

[APPLICABLE TO SOFTWARE PRODUCTS LISTED IN THE EXTENDED LIMITED WARRANTY CERTIFICATE, IF ANY]

- 2.1 Software Maintenance. During the Software Extended Limited Warranty period, you will be entitled to receive, at no additional charge, such Fixes and Minor Updates to the Software as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble products generally. If you have purchased the Products or this Software Extended Limited Warranty from an authorized Trimble distributor rather than from Trimble directly, Trimble may, in its sole discretion, forward the software Fix or Minor Update to the Trimble distributor for final distribution to you. Major Upgrades, new products, or substantially new software releases, as identified by Trimble are expressly excluded from this Software maintenance process.
- 2.2 Software Maintenance Exclusions. Trimble will not be obligated to provide maintenance for any Software that (1) has been altered or modified in any way without Trimble's authorization; (2) has problems resulting from interaction with third party software or hardware not supported by Trimble; (3) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by Purchaser.

3 HARDWARE EXTENDED LIMITED WARRANTY

[APPLICABLE TO HARDWARE PRODUCTS LISTED IN THE EXTENDED LIMITED WARRANTY CERTIFICATE, IF ANY]

- 3.1 Hardware Warranty. During the hardware Extended Limited Warranty period specified in the Extended Limited Warranty Certificate, Trimble warrants that the hardware Products will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth in Section 3.2 below, this Extended Warranty covers (a) damage from repetitive use in accordance with the operator's manual and specifications resulting in the Product not functioning to specification; (b) damage from dust, heat, humidity, and salt air, as long as the Product is being used in accordance with the operator's manual and specifications; (c) power surge damage due to a surge in Trimble-manufactured power supplies; and (d) if your Product is a NETR9 Receiver, damage from lightning or other electrical discharge, when used with properly installed surge suppression.

Trimble will, at its option, either repair or replace Products that prove to be defective. You shall pay all shipping charges for Products returned for warranty repair service. Trimble shall pay all shipping charges for the return of Products to You. These are your sole remedies, and Trimble's sole liability, for any breach of this extended limited warranty.

- 3.2 Hardware Warranty Exclusions. This Extended Limited Warranty only applies in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and; (b) the Product is not modified, misused or abused. This Extended Limited Warranty shall not apply to, and Trimble shall not be responsible for, defects or

performance problems resulting from (i) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (ii) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (iii) the unauthorized installation, modification, or use of the Product; (iv) damage caused by accident; (v) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies (except as provided in Section 3.1(d) above), (vi) fresh or salt water immersion or spray (outside of Product specifications), or exposure to environmental conditions for which the Product is not intended; or (vii) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product.

4 REPAIR/REPLACEMENT POLICY AND PROCEDURES; SOFTWARE SUPPORT.

If you have purchased the Software or hardware Products or this Extended Limited Warranty from a Trimble distributor and not from Trimble directly, you must first contact your Trimble distributor for warranty repair assistance. Your Trimble distributor will direct you to the appropriate Trimble Authorized Service Provider to which you will return defective Software and hardware Products for repair. Trimble, or the Trimble Authorized Service Provider, will repair the defective Software or hardware Product and return it to you. Trimble, or the Trimble Authorized Service Provider, reserves the right to use either new, or warranted as new, replacement parts to repair the defective Software or hardware Product. All used parts shall become the property of Trimble.

5. CALIBRATION FOR TOTAL STATIONS. If the Product covered by this Extended Limited Warranty is a total station, You will be entitled to one (1) inspection, cleaning and calibration service for the Product for each year in which extended warranty coverage is purchased. The inspection, cleaning and calibration service must be performed by a Trimble authorized service provider that is certified to perform such services.

6. The Australian Consumer Law. Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. If you purchased the Product in Australia, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition, you are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. Trimble's Extended Warranty (set out above) is in addition to any mandatory rights and remedies that you may have under the Australian Consumer Law.

7. ADDITIONAL REQUIREMENTS

- 7.1 This Extended Limited Warranty coverage can only be purchased if Your Product is currently under factory warranty or another extended limited warranty. You must provide an accurate and valid serial number for each Product at the time of purchase of the Extended Limited Warranty.
- 7.2 Trimble reserves the right to refuse service or terminate the Extended Limited Warranty if You have provided false or misleading information during the purchase of this Extended Limited Warranty.
- 7.3 If Software maintenance or warranty coverage has expired by more than 30 days, renewal of maintenance coverage under an Extended Limited Warranty will require additional reinstatement charges.

8 DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY.

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE HARDWARE, AND SOFTWARE PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION. THE ABOVE WARRANTIES SHALL NOT APPLY TO, AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR, PERFORMANCE PROBLEMS RESULTING FROM PURCHASER DATA. THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE HARDWARE AND SOFTWARE PRODUCTS

AND DOCUMENTATION, IS WITH YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, AND ACCOMPANYING DOCUMENTATION, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE.

BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9 MISCELLANEOUS

- 9.1 Assignment & Transferability. This Extended Limited Warranty may only be transferred (i) by Trimble to a new Product in the exercise of Trimble's replacement option under Section 3.1 or (ii) by you, in the event of sale or transfer of the Products to a new owner. Notification of the ownership transfer must be given to Trimble, and the new owner must register with Trimble. Trimble shall not be required to provide services under this Extended Limited Warranty to any assignee or transferee who is not registered with Trimble.
- 9.4 Entire Understanding; Modifications. The Extended Limited Warranty sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to the Extended Limited Warranty shall be effective unless in writing and signed by Trimble.
- 9.5 Governing Law; Jurisdiction and Venue. This Extended Limited Warranty shall be governed by and construed under California law and applicable United States federal law, without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The foregoing notwithstanding, if you acquired the Products or the Extended Limited Warranty in Canada, this Agreement is governed by the laws of the Province of Ontario, Canada.

NOTE: If you have acquired the Products, Software or Extended Limited Warranty in the European Union through a third party other than Trimble, the terms of this Extended Limited Warranty may not apply. Please contact your authorized Trimble distributor to receive applicable warranties.

Contact Information:

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END OF TERMS AND CONDITIONS