# Two (2) Years Limited Warranty

For Augmenta products only

## WHAT IS COVERED BY THIS WARRANTY?

Augmenta Agriculture Technologies S.M.P.C. ("Augmenta") warrants the Augmenta-branded hardware product and Augmenta-branded accessories contained in the original packaging ("Augmenta Product") against defects in materials and workmanship when used in accordance with Augmenta's user manuals, technical specifications and other Augmenta Product published guidelines for a period of TWO (2) YEARS from the date of original delivery to the end-user purchaser ("Warranty Period"). You will be able to receive the remedies available under the Two Years Limited Warranty for your Augmenta product via the local Augmenta Distributor services in most parts of the world (please refer to section "How to obtain warranty services"). In the event of any defect in materials and workmanship, you will be able to direct your claims to Augmenta in the situations where you purchased the Augmenta Product directly from Augmenta or in absence of a third party service.

Please note: All claims made under the Augmenta Two-Years Limited Warranty will be governed by the terms set out in this warranty document.

In addition, Augmenta will provide you with access to email technical support, consisting of assistance and advice for any question related to the use of the Augmenta Product.

#### WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty does not apply to any non-Augmenta branded hardware products or any software, even if packaged or sold with Augmenta hardware.

Non-Augmenta branded products may have the benefit of a manufacturer's warranty, which provides benefits in addition to consumer law rights - please check your product box and literature for details.

Augmenta or its Distributors shall notify you about any additional shipping and handling charges which may apply before rendering service.

When contacting Augmenta via telephone, call charges may apply depending on your location. Please contact your network operator for details.

This warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product that does not meet the Augmenta Product's specifications (Augmenta Product specifications are available under the technical specifications for each product by contacting Augmenta or the Distributor; (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by operating the Augmenta Product outside the user manual, the technical specifications or other Augmenta Product published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Augmenta or an Augmenta Distributor; (g) to an Augmenta Product that has been modified to alter functionality or capability without the written permission of Augmenta; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Augmenta Product; (i) if any serial number has been removed or defaced from the Augmenta Product; or (j) if Augmenta receives information from relevant public authorities that the product has been stolen and you cannot prove in any way that you are the authorized user of the product (eq. by presenting proof of purchase).

#### IMPORTANT RESTRICTIONS

With regard to Augmenta Field Analyser devices the warranty does not provide service coverage in China due to differences in Wi-Fi connection outside of Augmenta control.



Following warranty service, your Augmenta Product or a replacement product will be returned to you as your Augmenta Product was configured when originally sold, subject to applicable updates. Augmenta may install system software updates as part of warranty service that will prevent the Augmenta Product from reverting to an earlier version of the system software.

Important: Do not attempt to open the Augmenta Product or remove any protective caps attached to the Augmenta Product. Opening the Augmenta Product or removing protective caps may cause damage that is not covered by this Warranty.

Important: The Augmenta device is equipped with tamper switches which notifies Augmenta when the protective caps of the device is opened.

Only Augmenta or an Authorised Augmenta Distributor should perform service on this Augmenta Product.

### WHAT WILL AUGMENTA DO IN THE EVENT OF A WARRANTY CLAIM

If during the warranty period you submit a claim, Augmenta will, at its option:

- i. repair the Augmenta Product using new or previously used parts that are equivalent to new in performance and reliability, or
- ii. replace the Augmenta Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability, or
- iii. refund your purchase price in exchange for the return of your Augmenta Product.

When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Augmenta's property.

A replacement part or product or a repaired Augmenta Product assumes the remaining warranty of the original Augmenta Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

For service requested in a country other than the country of purchase for the Augmenta Product, Augmenta may repair or replace products and parts with comparable products and parts that comply with local standards.

### **HOW TO OBTAIN WARRANTY SERVICE?**

Please access and review the following online help resources before seeking warranty service:

Augmenta Authorized Distributor. LINK

If you do not have internet access or the Augmenta Product is still not functioning properly after making use of these resources, please contact an Augmenta representative or, if applicable, an Augmenta Distributor, and they will help determine whether your Augmenta Product requires service and, if it does, will inform you in which of the warranty service options set out below Augmenta will provide it.

You shall serve written notice of recognizable quality defects immediately, however no later than 15 days after receipt of the products. As regards other complaints of quality defects, you shall provide similar notification immediately upon their discovery. The material date shall be the date on which we receive the notice of defect. If a complaint is unjustified, we shall have the right to demand compensation for incurred expenses from you. Claims for quality defects shall be excluded if the notice of defect is not received by us within the time period stipulated above.

Before receiving warranty service, Augmenta or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Augmenta's procedures for obtaining warranty service, such as following instructions for packing and shipping Augmenta Products when receiving Mail-in service as described below.



# WARRANTY SERVICE OPTIONS

Augmenta will provide warranty service through one of the following options:

- i. Carry-in service. Augmenta may request that you return your Augmenta Product to an Augmenta Distributor location offering carry-in service. Your Augmenta Product may be sent to an Augmenta location to be serviced. Once you are notified that service is complete, you will retrieve the Augmenta Product from the Augmenta Distributor location without delay unless Augmenta notifies you that the Augmenta Product will be sent directly to your location from the Augmenta Distributor location.
- ii. Mail-in service. If Augmenta elects to provide service through its mail-in service, Augmenta will send you prepaid waybills and if applicable, packaging material and instructions on how to properly pack and address your Augmenta product, so that you may ship your Augmenta Product to an Augmenta Distributor location. Instructions may be sent to you via email or in hard copy with the packaging material. Once service is complete, the Augmenta Distributor location will return the Augmenta Product to you. Augmenta will pay for shipping to and from your location if all instructions regarding the method of packaging and shipping the Augmenta Product are followed.
- iii. Do-it-yourself ("DIY") service. Under DIY service Augmenta will provide you with a replacement product or easily replaceable parts or accessories of a product, such as a mouse or keyboard, which can be replaced without using any tools. Note: Augmenta is not responsible for any labour costs you incur relating to DIY service. Should you require further assistance with the replacement, contact Augmenta at the telephone number listed below, or visit an Augmenta Distributor location. If Augmenta elects to provide service through DIY service, the following process will apply:
  - a. Service where Augmenta requires return of the replaced product, part or accessory: Augmenta may require a credit card authorization as security for the retail price of the replacement product, part or accessory and applicable shipping costs. Augmenta will ship a replacement product, part or accessory to you with instructions for replacement, if applicable, and any requirements for the return of the replaced product or part. If you follow the instructions, Augmenta will cancel the credit card authorization, so you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product, part or accessory as instructed or return a replaced product, part or accessory that is ineligible for service, Augmenta will charge your credit card for the authorized amount. If you are unable to provide credit card authorization, the service may not be available to you and Augmenta will offer alternative arrangements for service.
  - b. Service where Augmenta does not require return of the replaced product, part or accessory: Augmenta will ship you free of charge a replacement product, part or accessory accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product, part or accessory.

## LIMITATION OF LIABILITY

#### A) Entire agreement:

All warranties, conditions and other terms not set out in this warranty document are excluded from the Augmenta Two-Years Limited Warranty. As a result, Augmenta does not make any other promises, conditions, or warranties about the service other than set out in this warranty document.

#### B) Disclaimer in relation to data:

Augmenta does not warrant, represent or undertake that it will be able to repair or replace any Augmenta Product under this warranty without risk to and / or loss of information and / or data stored on the Augmenta Product.

### C) Limitation of liability:

Augmenta is not responsible for damage which is not Augmenta's fault or any loss of data. Augmenta is also not responsible for loss of benefits or profits. These exclusions shall not apply to death or personal injury,. For further information on that matter, please read again our Terms and Conditions (article 6, "Limitation of liability").



# D) Limitation of liability in relation to Agronomic Results:

Because of the multitude of crops, grown in different production systems, on various soils, and under countless climatic conditions, Augmenta disclaims all warranties, express or implied, as to the accuracy of the information gathered by the Augmenta System and takes no liability for management decisions based on this information. When using the Augmenta System and its related software modules the user accepts that he will take full responsibility for all agronomic decisions.

#### **GENERAL**

If any term is held to be illegal or unenforceable by force of law, it will be excluded from the warranty and the legality or enforceability of the remaining terms shall not be affected.

This warranty is governed by and construed under the laws of Greece and each party hereby submits to the non-exclusive jurisdiction of the Greek courts.

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