



# WARRANTY COVERAGE POLICY

Last Updated: March, 2023

## 1. Terms and Conditions

- 1.1. The warranty is valid for a term of twelve (12) months from the date of purchase.
- 1.2. The warranty against defects in any Topcon Tierra™, cable or antenna is ninety (90) days from the date of purchase.
- 1.3. During the warranty period, Topcon Tierra will replace the product if replacement is not due to accident, disaster, misuse, abuse, or modification of the product.
- 1.4. Replacement products will be furnished on an exchange basis and will be new.

## 2. Warranty Conditions

- 2.1. Return Material Authorization (RMA) must be obtained by Tierra contacting supplier chain organization.
- 2.2. Purchaser agrees to insure the product or assume the risk of loss in transit, to prepay shipping charges to the warranty return location, and to use the original shipping container or equivalent.
- 2.3. A letter must accompany the package describing the problem and/or defect and mentioning RMA number.
- 2.4. There are no warranties which extend beyond the description on the face hereof. Seller disclaims any implied warranty or merchantability or fitness for any particular use or purpose.
- 2.5. All benefits under this warranty are forfeited if a fraudulent declaration or claim is made.
- 2.6. This agreement is governed by applicable Law. The provision of this plan does not affect your statutory rights.
- 2.7. This warranty is for the benefit of you, the purchaser named on the repair form, and anyone else Topcon Tierra has agreed with you. No benefits may be given to third parties.
- 2.8. Topcon Tierra will not be liable under this warranty if prevented from performing its obligations to you on account on any events outside our necessary control.
- 2.9. Topcon Tierra is free to transfer its rights and obligations under this warranty and to have third parties carry out its obligations.

## 3. Warranty Coverage

- 3.1. This warranty covers hardware failure recognized.
  - a. Failure of the hardware supplied by Tierra.
  - b. Replacement of verified faulty components.
- 3.2. Replacement if Topcon Tierra considers the product to be not repairable, or beyond economic repair Topcon Tierra may pay you the replacement cost of equipment of a similar specification. Alternatively, Topcon Tierra may, at its discretion replace the product with another of the same or similar specification. The original equipment then becomes property of Topcon Tierra and must be returned to us, only in case of Tierra request.

## 4. Warranty Exclusions

- 4.1. To the full extent permitted by law, but always subject to this clause 4, the warranty will not apply in respect of the following:  
Failure caused by:
  - i. Accidental damage.

- ii. Not following the supplier's user instructions.
  - iii. You deliberately damaging or neglecting the product.
  - iv. Incorrect or faulty installation.
- 4.2. Labor and travel expense incurred for in-field removal and replacement of components are not covered under this warranty.
  - 4.3. Economic loss including lost profits, e.g. equipment rental, or other expenses.
  - 4.4. Claims involving the inspection or reconditioning of units after storage or prior use.
  - 4.5. Repairs arising from an unauthorized modification to the product or the uses of non- Topcon Tierra parts implements or attachments.

## 5. Claims

- 5.1. The purchaser's sole remedy shall be replacement as provided above. In no event shall Topcon Tierra be liable for any damages or other claim including any claim for lost profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use the product even if Topcon Tierra has been advised of the possibility of such damages.
- 5.2. If your product fails you should:
  - (a) Check the fault section of your product operating instructions.
  - (b) Check that your product is plugged in, properly installed or correctly fused.
  - (c) Contact your authorised direct supplier.
- 5.3. All warranty claims are subject to approval.

## 6. Limitation of Liability

- 6.1. Topcon Tierra shall not be liable:
  - (a) For any loss suffered as a result of a participant of this warranty being unable to use the product or other consequential loss, including loss, damage or injury howsoever caused while gaining access to or re-installing the product.
  - (b) if any part or component is no longer available or is out of manufacture. In such event Topcon Tierra shall consider the product to be beyond economic repair and Topcon Tierra therefore deny any repair or replacement. This can only apply if a component or assembly is outside its published warranty period.
  - (c) if the use 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 system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, customer's equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond Tierra Topcon's reasonable control. Topcon Tierra 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.
- 6.2. Topcon Tierra's aggregate liability in respect of all claims under this warranty shall not exceed the original purchase price of the product or, at Topcon Tierra's discretion, the replacement of the product with a like or similar product.

## 7. General

- 7.1. The products may be different to the pictures shown on the promotion posters and on the promotional material related to the offer.