



EXHIBIT C – TERMS & CONDITIONS ON THE PURCHASE OF HARDWARE PRODUCTS

1. In General. You desire to purchase and we desire to sell Hardware Products, on the terms set forth in this Exhibit C and the Base Terms. Subject to the terms of this Exhibit C, you agree to purchase, and we agree to sell, the Products listed on each Order Form at the prices stated therein. In the event of a conflict between a term or provision in this Exhibit C and a corresponding term or provision of the Base Terms this Exhibit C controls. You will be invoiced in the currency set forth in the Order Form.

2. Definitions. In addition to the definitions in the Base Terms, “**Device**” means a Hardware Product purchased by you through an Order Form.

3. Order Forms. You may enter into one or more Order Forms for the purchase of products (including Devices, equipment, parts and accessories), each of which shall be governed by the terms of this Exhibit and the Base Terms. Subject to the terms of this Exhibit, you agree to purchase, and we agree to sell, the Products listed on each Order Form at the prices stated therein. An Order Form will only be considered accepted by us upon the earlier of (a) the date on which we first ship Products to you in connection with such Order Form, or (b) the date on which we execute the Order Form thereby accepting it in writing.

You agree and acknowledge that a separate Subscription to our services may be required to use Devices purchased under this Exhibit C, and that a separate Exhibit is required for the purchase of Subscriptions. You may not purchase Subscriptions under this Exhibit. You will be invoiced in the currency set forth in the Order Form. You are responsible for recycling replaced and/or decommissioned Devices and other Products purchased from us, or otherwise disposing of them in a secure, lawful, and environmentally-conscious manner.

4. Term. The term of anything purchased under this Exhibit C shall commence as of the date last written below and may be terminated by either Party upon ten (10) calendar days prior written notice. Termination of this Exhibit C shall not affect any Order Forms provided to us by you prior the effective date of termination, and the terms of this Exhibit C shall survive with respect to such Order Forms and Products purchased thereunder.

5. Additional Terms. The following additional terms apply to this Exhibit, to all Order Forms governed by this Exhibit, and to Products purchased or licensed through them. In the event of a conflict between a term or provision in this Section 5 and a corresponding term or provision of the Base Terms, this Section 5 controls.

5.1. Limited Product Warranty. We warrant to you and only you that the following Hardware Products will conform substantially to the manufacturer’s published specifications during one (1) year.

Our liability and your exclusive remedy under this limited product warranty which upon inspection we determine is non-conforming and covered by warranty is limited, at our option, to repairing, correcting, or issuing credit for a Product, or to replacing it with the same or functionally similar Product (a “Replacement”). You are responsible for shipping a Product to us under a warranty claim at your cost. To initiate a Product warranty claim, you must contact Trimble Customer Service during the warranty period to obtain a Return Merchandise Authorization (“RMA”) number. We will not accept warranty claims for original Products that are not securely packaged and insured, are sent Cash on Delivery (COD), and/or do not have the correct RMA number written clearly on the return packaging. If we pre-ship you a Replacement, you will be invoiced for, and agree to pay to us, the then-current list price of the Replacement if the Product being replaced under warranty is not returned to us within sixty (60) days of the date of shipment of the Replacement to you. Any repair or replacement of Products or accessories by us under this warranty will not extend the original warranty period. This warranty is exclusive to a Product and is not assignable or transferable.



If you notify us that a Product installed via installation Services (as further described below) fails within thirty (30) days of the date of installation, and faulty installation is determined by us to be the direct cause of the Product's failure, we will install the Replacement at our expense. Otherwise, warranty coverage does not include costs of de-installing and reinstalling equipment which is done at your expense.

The foregoing limited warranty only applies if and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with our applicable documentation and specifications and under conditions of normal use, and (b) the Product is not modified or misused.

This limited warranty does not apply to, and we are not responsible for defects or performance problems resulting from (i) the combination or use of a Product with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by us; (ii) operating a Product under any warranty specification other than, or in addition to, our standard specifications for them; (iii) the installation, modification, repair or use of a Product other than by us or a certified installer representing us (a "Trimble Authorized Installer"); (iv) damage not caused by us, a Trimble Authorized Installer, or their personnel; (v) normal wear and tear on consumable parts (e.g., batteries); or (vi) cosmetic damage. In any of these cases, we will keep the non-warranted part for thirty (30) days after receipt and make it available to you at our facility for inspection upon request. We do not warrant or guarantee the results obtained through the use of the Products or Software.

5.2. Services Warranty. We warrant to you for a period of one (1) year from completion of any Services provided by us, our personnel, or our third-party installers under a SOW that the Services have been performed in a good and workmanlike manner (the "Services Warranty"). For any timely claim under this warranty made by you, our liability and your exclusive remedy is limited to (a) for a verified claim related to installation services performed by us or our authorized installer received by us during the warranty period, our re-performance the installation services to which the claim relates at no additional charge to you; and (b) for a verified claim resulting from any other Services, our provision of commercially reasonable efforts to correct the performance deficiencies. This warranty will not apply if the results of the Services (e.g., an installed Product) has been damaged, misapplied or misused. To obtain warranty service, you must notify us within the warranty period (and for installation-related warranty claims, provide proof of authorized installation services). This warranty does not extend to Products installed, repaired or serviced in any way by anyone other than us or our authorized installer. You are not entitled to reimbursement for unapproved repair or other servicing work. In no event shall our liability for Services exceed the price paid for such Services.

5.3. Installation Services. Products purchased by you as specified in an Order Form must be installed at your premises or other mutually agreed-upon location either (a) by us or our authorized installer pursuant to a separate Services Agreement (in which event the installation services warranty set forth above shall apply), or (b) by your employee or another third party on your behalf (in which event the installation services warranty set forth above shall not apply). Your request for installation Services will be deemed to be your consent for us or our authorized installer to make certain minor modifications necessary for Product installation. Upon your request and as specified in a Services Agreement, we or our Authorized Installer will use commercially reasonable efforts to install the Products at an agreed-upon location (which may be your premises) on a mutually agreed-upon installation date. Installation services consist of the initial set-up and programming and configuration of the Products as needed.

5.4. Product Firmware Updates. We may from time to time develop Product firmware fixes, updates and upgrades for release to our customers generally. We will make available to you Product firmware Fixes and Minor Updates at no additional charge for a period of one (1) year following the date of purchase of the Product(s), subject to our established procedures for delivery to you. The foregoing does not include Major



Upgrades to Product firmware, which may be made available for an additional fee. For this purpose a “Fix” means an error correction or other update created to fix a previous firmware version that does not substantially conform to performance specifications in the Product documentation; a “Minor Update” is an enhancement made to current features in the firmware; and a “Major Upgrade” means one or more significant new features added to firmware, or a new product containing new features that replaces the further development of a current product line. We determine, in our sole discretion, what constitutes a Fix, Minor Update or Major Upgrade.

5.5. Device Software. If you obtain a Product from us which contains Device Software, we grant to you a limited, non-exclusive, non-transferable (except together with the sale of the Product on which the Device Software resides), right and license to use Device Software for your own business operations solely as part of the Product on which such Device Software resides. You will not remove Device Software from a Product. The terms of this Agreement and restrictions on use of the Device Software will be binding upon and apply to any subsequent purchaser of a Product.

5.6. Disclaimer. YOU AGREE AND ACKNOWLEDGE THAT EQUIPMENT, CABLES, ACCESSORIES AND PARTS MAY BE DISCONTINUED WITH OR WITHOUT WARNING AND THAT PRODUCTS MAY NOT BE AVAILABLE IN QUANTITIES DESIRED OR ORDERED BY YOU, AND THAT FUTURE VERSIONS OF PRODUCTS MAY NOT BE BACKWARDS COMPATIBLE WITH EXISTING CABLES, MOUNTS AND OTHER ACCESSORIES. VEHICLE MOUNTING LOCATION AND SURROUNDING MATERIALS MAY IMPACT GPS AND CELLULAR RECEPTION. YOU FURTHER ACKNOWLEDGE THAT WE AND PRODUCT MANUFACTURERS MAY DISCONTINUE PROVIDING SOFTWARE OR FIRMWARE UPDATES IN THE FUTURE AND THAT NEW FEATURES AND FUNCTIONALITY MAY NOT BE AVAILABLE THROUGH OR COMPATIBLE WITH DISCONTINUED PRODUCTS OR PRODUCTS THAT ARE NOT RUNNING CURRENT SOFTWARE AND FIRMWARE. SOFTWARE MAY NOT BE COMPATIBLE WITH ALL HARDWARE AND/OR FIRMWARE COMBINATIONS. WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, TIMELINESS, OR USEFULNESS OF ANY INFORMATION ACCESSED OR PROVIDED THROUGH USE OF THE PRODUCTS AND SERVICES. USE OF CERTAIN PRODUCTS AND SOFTWARE IS DEPENDENT ON THE AVAILABILITY AND COVERAGE OF WIRELESS AND TELECOMMUNICATIONS NETWORKS AND TECHNOLOGIES, GLOBAL NAVIGATION SATELLITE SYSTEMS AND THE INTERNET, WHICH INVOLVE FACILITIES OWNED AND OPERATED BY THIRD PARTIES (“CARRIERS”). WE ARE NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF CARRIERS’ SYSTEMS OR FACILITIES, OR FOR SUCH CARRIERS’ ELECTION TO SUNSET CELLULAR SPECTRUMS OR TECHNOLOGIES IN THE FUTURE. CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF YOUR USE OF OUR PRODUCTS, SOFTWARE, SUBSCRIPTIONS AND SERVICES, AND YOU WILL HAVE NO CLAIMS AGAINST CARRIERS OF ANY KIND WITH RESPECT THERETO. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING FEES CHARGED.