

Limited Warranty

Product Warranty

1. Bitstrata Systems Inc. ("**Bitstrata**") warrants to the original end user (the "**Customer**") that the Products (as defined below) sold by Bitstrata to the Customer will be free from defects and deficiencies in materials and workmanship under normal use for a period of 36 months from the original date of manufacture by Bitstrata.

Limitations

2. This warranty is limited to the physical product sold to the Customer, including hardware (the "**Products**", or individually, the "**Product**"). For clarity, any batteries used in the Products or any software or cloud services, including but not limited to the Agrimatics software and the Aero Cloud Services, are not covered by, or included in, this warranty.
3. Bitstrata's obligations under this warranty shall be limited to repairing or replacing (at Bitstrata's option), the Product or any part thereof which, if properly installed, used, and maintained by the Customer, proves defective in material or workmanship during the Product Warranty Period.
4. The Customer shall promptly advise Bitstrata of any apparent defect in the Product and shall provide a full report of such defect. Should Bitstrata require that the Product be returned by the Customer for inspection, costs of shipping the said Product shall be borne by the Customer. Upon inspection of the Product, if Bitstrata determines that the Customer's claim is valid under the terms of this warranty and the defect is due to faulty workmanship or defective materials, Bitstrata will repair or replace the Product (at Bitstrata's option). The costs of shipping the repaired or replaced Product back to the Customer shall be borne by Bitstrata. The Customer shall be responsible for, and Bitstrata assumes no obligation for, any customs dues, import charges, costs of labour or any dismantling, removal, re-assembly, re-installation or any other charges or consequential damages payable in connection with the repaired, replaced or replacement Product.
5. In the case of purchase by a Customer of the Product from a dealer (and not directly from Bitstrata):
 - a. Bitstrata makes no warranty or condition whatsoever and assumes no liability or obligation whatsoever with respect to:
 - i. any representation, warranty, promise or statement made by any dealer or any other person with respect to the Products or any part thereof or the use or application thereof;
 - ii. any alteration of this warranty by a dealer; or
 - iii. any acts or omissions of any dealer in selecting, recommending, installing, servicing, repairing, dismantling, moving or removing any Products or part thereof; and
 - b. proof of purchase from a dealer of the Product must be presented by the Customer in order to establish eligibility under this warranty.

6. This warranty does not extend to the replacement or repair of deficiencies or defects in the Products that have been damaged or rendered defective:
 - a. as a result of accident, negligence, abuse, vandalism, acts of God, misuse, improper installation or improper maintenance;
 - b. by modification, alteration or repair of the Product by the Customer or persons other than those authorized or approved by Bitstrata to perform such work; or
 - c. as a result of ordinary wear and tear.
7. Repairs or replacements do not interrupt or prolong the term of this warranty.
8. In the event that replacement is necessary to remedy defects or deficiencies in Products pursuant to this warranty, the replacement of the Product shall be of equal quality to the original Product sold by Bitstrata.
9. Any replaced Product or part thereof will become the property of Bitstrata when exchanged for its replacement. Bitstrata reserves the right of inspection or refurbishing of its Products and their components at its discretion.
10. This warranty sets forth the entire liability of and the exclusive remedy against Bitstrata and is in substitution for all express conditions, warranties or liabilities of any kind relating to the Product, whether as to merchantability or fitness for any particular purpose or otherwise and whether arising under *The Sale of Goods Act* (Saskatchewan) or other statute, law, regulation or otherwise. Except as provided for herein, there are no other warranties, whether statutory, oral, express, or implied. In no event shall Bitstrata be liable to the Customer or any other person for any direct or indirect loss or damage (whether incidental, special, consequential or otherwise, including but not limited to loss of profits) or any other claims, whether arising out of breach of contract, breach of warranty or tort, and whether or not Bitstrata knew or ought to have known of the possibility of such damage or loss.
11. Under no circumstances will Bitstrata be liable for repair or replacement costs for defective Products in excess of the amount actually received by Bitstrata as consideration for the specific Product, whether that payment is made directly by the Customer or by a dealer or other intermediary.
12. The Customer agrees to indemnify, defend and hold harmless Bitstrata from and against all claims, losses, expenses, damages and costs (whether direct, indirect, incidental, special, consequential or otherwise) and reasonable attorneys' fees, resulting from or arising out of the Customer's purchase, use, misuse or inability to use the Product.
13. In the event that portions of this warranty may be deemed invalid or unenforceable, this does not render the remaining portions of the warranty to be void.
14. This warranty extends to the Customer only and is not transferable.