

Enriched Ag, Inc.

Limited Product Warranty Statement

Effective Date: 10/27/2023

This Limited Product Warranty Statement (“**Warranty Statement**”) applies to the original end-user customer (“**Customer**” or “**you**”) of the Enriched Ag camera or other [hardware] product purchased in the United States for your own use and not for resale (the “**Product**”), from Enriched Ag, Inc. (“**Enriched Ag**”).

ONE-YEAR LIMITED WARRANTY

Subject to the terms of this Warranty Statement, including the Exclusions below, Enriched Ag warrants to you that the Product will be free from defects in materials and workmanship for a period of one year after the date of delivery of the Product to you from Enriched Ag (“**Product Warranty Period**”). You must notify Enriched Ag of a warranty claim during the Product Warranty Period, and comply with the procedures, as provided below (Making a Warranty Claim). Subject to receipt of such notice, and if Enriched Ag is able to confirm the defect, Enriched Ag will, at its option, either repair or replace the Product. Replaced Products become the property of Enriched Ag upon return and replacement. Replacement Products may be remanufactured units, and will be warranted for the remainder of the original Product Warranty Period, or if greater, for ninety days from delivery of such replacement. If Enriched Ag is unable to repair or replace the Product, Enriched Ag will refund to you the purchase price you paid for the returned Product. **The remedies set forth in this Warranty Statement are your sole and exclusive remedies, and Enriched Ag’s exclusive liabilities and obligations, for any breach of this warranty.**

EXCLUSIONS

No Warranty on Software or Services

The Limited Warranty above applies only to the hardware and required firmware components of the Product. Software is **NOT** included in the Limited Warranty.

In addition, Enriched Ag’s web access data services, as well as any support, installation or other services provided by Enriched Ag relating to the Product, are **NOT** included in the Limited Warranty above. Please refer to your written agreement with Enriched Ag for such services for any warranty terms.

Enriched Ag makes no warranty that your use of the Product will be uninterrupted, secure, or error-free, or that data loss will not occur.

Other Exclusions

The Limited Warranty above does not apply:

- If the Product has been altered or modified in any way (including without limitation configuration with software or components other than those supplied by Enriched Ag or integration with parts other than those supplied by Enriched Ag, or defacement or removal of the serial number) or if you make unauthorized attempts to repair, open or modify the Product;
- If the Product has been improperly handled, packed, shipped, stored, installed or used (for example, used with unsuitable physical or operating environments beyond Enriched Ag’s Product specifications);
- If the Product has been used for any application that requires product listing or qualification not expressly included in the Enriched Ag quotation;

- If the Product has been subject to misuse (including any use beyond the scope permitted by Enriched Ag);
- If the Product has been damaged as a result of accidents, lightning strikes, extreme power surge, extreme electromagnetic field, acts of nature or other causes beyond the control of Enriched Ag;
- To normal wear and tear or cosmetic damage;
- To any defect or problem caused by any software (including any viruses or other harmful code) not provided by Enriched Ag that is downloaded to or installed on the Product after your purchase of the Product;
- To transmission or telecommunications problems not caused by the Product;
- To Products provided on a beta, evaluation, testing or prototypes basis; or
- To devices, equipment, software or other materials not provided by Enriched Ag.

Enriched Ag expressly disclaims any warranty or obligation to support the Product for all operating environments – for example, as illustration and not limitation, Enriched Ag does not warrant or ensure interoperability of the Product with future telecommunication systems or other future software or hardware.

IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE AND COMPLY WITH ALL LEGAL AND REGULATORY REQUIREMENTS WITH RESPECT TO YOUR USE OF THE PRODUCTS.

Third Party Products – The above Limited Warranty is exclusive of third party products (“**Third Party Products**”), whether or not integrated in or with the Product. If such third party gives its own warranty with respect to the Third Party Product that Enriched Ag provides to you, Enriched Ag will include such warranty in the packaging of the Product.

MAKING A WARRANTY CLAIM

To obtain warranty service you must:

(a) obtain a return materials authorization number (“RMA#”) from Enriched Ag by contacting 1-406-318-9631 or support@enriched.ag and

(b) deliver the entire Product, in its original packaging with all original contents inside and with the Product’s serial number intact, in accordance with the instructions provided by Enriched Ag, along with proof of purchase in the form of a copy of the bill of sale including the Product’s serial number, contact information, RMA# and detailed description of the defect, to Enriched Ag at the address below. You agree to obtain adequate insurance to cover loss or damage to the Product during shipment.

If you obtain an RMA# and return the defective Product as described above, Enriched Ag will pay the cost of returning the Product to Enriched Ag. Otherwise, you agree to bear such cost, and prior to receipt by Enriched Ag, you assume risk of any loss or damage to the Product. Enriched Ag is responsible for the cost of return shipment to you if Enriched Ag confirms that the Product is defective.

Returned products which are found by Enriched Ag to be not defective, returned out-of-warranty or otherwise ineligible for warranty service may be repaired or replaced at Enriched Ag’s standard charges and/or shipped back to you at your expense.

At Enriched Ag’s sole option, Enriched Ag may perform repair service on the Product at your facility or remotely, and you agree to provide Enriched Ag with all reasonable access to such facility and the Product, as required by Enriched Ag.

Any data, content or software you installed on the Product or other customization you have made to the Product will NOT be retained, and prior to your return of the Product to Enriched Ag for warranty

service, it is your sole responsibility to backup any such data, software or other content and upon receipt of the replacement or repairs Product, for reinstalling and customizing such Product.

WARRANTY LIMITATIONS

THE WARRANTY SET FORTH ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY ENRICHED AG, TO THE MAXIMUM EXTENT PERMITTED BY LAW. OTHER THAN ANY EXPRESS WARRANTY IN A WRITTEN AGREEMENT WITH ENRICHED AG OR WITH RESPECT TO THIRD PARTY PRODUCTS, THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT (INCLUDING HARDWARE AND SOFTWARE), INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ENRICHED AG HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT.

CERTAIN STATES MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE PRODUCT WARRANTY PERIOD DESCRIBED ABOVE.

NO AGENT OF ENRICHED AG IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF ENRICHED AG.

ENRICHED AG SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCT WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS WARRANTY STATEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

LIMITATIONS OF LIABILITY

You acknowledge and agree that the consideration which you paid to Enriched Ag does not include any consideration by Enriched Ag of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Product. THUS, ENRICHED AG WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED OR SUFFERED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE PRODUCT OR RELATED SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ENRICHED AG KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, THE CUMULATIVE LIABILITY OF ENRICHED AG FOR ALL CLAIMS WHATSOEVER RELATED TO THIS PRODUCT OR RELATED SERVICES WILL NOT EXCEED THE PURCHASE PRICE YOU PAID FOR THIS PRODUCT.

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF ENRICHED AG AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

CERTAIN STATES MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY STATEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ADDITIONAL INFORMATION

This Warranty Statement shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., exclusive of its conflict of laws principles.

This Warranty Statement is the entire and exclusive agreement between you and Enriched Ag with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of Enriched Ag.

Questions about this Warranty Statement may be sent to Enriched Ag at the following address:

Enriched Ag, Inc.

100 24th St. W., Ste 1-1189

Billings, MT 59102

Tel: 1-406-318-9631

Email: support@enriched.ag