



Terms & Conditions for Online Offers to Purchase

Please read all of these terms and conditions (“Terms”) carefully before submitting your pre-order for a eFarmer B.V. FieldBEE - GPS receiver and/or RTK BEE Station - base station (the “Products”). By submitting your pre-order or confirming your shipping address, you agree to be legally bound by these Terms.

As explained in these Terms in more detail:

These Terms provide that all disputes related to these Terms will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract.

- By submitting your pre-order, you are offering to purchase a Product from us. We may reject your offer and refund all amounts paid by you. (See Section 1)
- Specifications for our Products may change from the specifications currently published on our website. (See Section 5)
- Shipping of the Products may be significantly delayed. (See Section 6)
- Using the Product requires an active Internet connection and an account on the eFarmer application. Use eFarmer application is subject to the eFarmer B.V. Terms of Service. (See Section 10).
- eFarmer B.V. liability is limited. (See Sections 1 and 13)

Section 1. Pre-Order and Acceptance. Each pre-order you submit for a Product constitutes an offer to purchase that Product. Pre-orders are complete when you provide your shipping address to us. Completed pre-orders are subject to eFarmer B.V. acceptance and may be rejected at any time and for any reason at eFarmer B.V. discretion. If eFarmer B.V. rejects your offer, eFarmer B.V. will, as your sole and exclusive remedy and eFarmer B.V. sole and exclusive liability, refund the amount you paid as described in Section 4. eFarmer B.V. will send you an email to the address provided by you once Products are shipping to indicate whether your pre-order has been accepted or rejected. If you have any questions, comments, or concerns regarding eFarmer B.V. pre-order acceptance policy, or if you believe that your pre-order was rejected in error, please contact eFarmer B.V. at finance@efarmer.mobi. If you do not provide your shipping information within 30 days of eFarmer B.V. request, eFarmer B.V. may, at its sole discretion, provide you a full refund of the amount you paid or continue to attempt to contact you. eFarmer B.V. will make reasonable efforts to contact you to provide a refund after that 30 day period, but if eFarmer B.V. does not receive a response from you within 90 days of eFarmer B.V. initial request for your shipping address, or if eFarmer B.V. is not able to process your refund after that 30 day

period (for example, due to a cancelled credit card or closed PayPal account), then eFarmer B.V. will treat the amount that you paid as unclaimed property in accordance with applicable law.

Section 2. Money Back Guarantee. If your pre-order is not delivered to you within 6 month from the date of acceptance due to any delay, excluding shipment delay, eFarmer B.V. will refund 100% of your pre-order payment.

Section 3. Eligibility. You must be at least 16 years old to offer to purchase a Product. By agreeing to these Terms, you represent and warrant to us that you are at least 16 years old. If you are offering to purchase a Product on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organisation to these Terms and you agree to be bound by these Terms on behalf of that organisation.

Section 4. Payment. In order for your offer to be eligible for eFarmer B.V. acceptance, you must pay the amount for the Product elected by you as set forth on the eFarmer B.V. website by credit card through PayPal or any other payment method designated on our website. Payment does not guarantee acceptance of your pre-order.

Section 5. Specifications and Refunds. We want you to be totally happy with the Product, but please be aware that the specifications for the Products may change prior to shipping. If you request a refund at any time before we accept your pre-order, we will process it promptly, and we will refund the full amount you paid. Once you provide your shipping address and we have accepted your offer, the policy in the immediately preceding sentence no longer applies. Instead, eFarmer B.V. refund policy and limited warranties will apply. The eFarmer B.V. refund policy will be published on the eFarmer B.V. website at the time when eFarmer B.V. begins shipping Products ("Refund Policy"). For further information on eFarmer B.V. limited warranties, please see Section 11 of these Terms.

Section 6. Shipping and Delay. The Products are not ready for delivery. Shipping will commence no sooner than April 1, 2017, and may commence substantially later. Any shipping date is an estimate only, and the actual shipping date for any accepted pre-order will depend on a variety of factors including manufacturing schedule, and the dates of your pre-order, your completed pre-order, and when we accept your completed pre-order. Commencement of shipping is subject to change without notice to you. We list shipping charges for each country on our website, and you must pay all shipping charges for the location of the address you provide. You must also pay all tariff, import, customs, tax, and other charges applicable in your jurisdiction. If shipping costs to the address that you provide for an accepted pre-order are higher than the shipping costs you paid at the time that you offered to purchase a Product, eFarmer B.V. may, in its sole discretion, require you to pay additional shipping fees or refund the full amount you paid.

Section 7. Transfer of Risk and Title. Risk of loss of the Product passes to you on eFarmer B.V. delivery of the Product to the carrier, and you are responsible for any loss or damage to the Product from that point. Claims against a carrier for damage during shipping are your responsibility.

Section 8. Taxes. All import duties, taxes, and other charges are not included in the Product price or shipping cost. These charges are your responsibility. Please check with your state and country's customs office to determine what these additional costs will be prior to completing your pre-order. If you have already placed a pre-order and discovered that such taxes make your pre-order untenable for you, please contact eFarmer B.V. Support to rescind your pre-order, and we will refund the amount you paid in connection with your pre-order in full.

Section 9. Export Control. You acknowledge that Products may be subject to export control laws and other laws and regulations of the Kingdom of the Netherlands and other countries, and that if eFarmer B.V. ships a Product to you, the Product may be impounded or otherwise confiscated by customs or other authorities. You are responsible for compliance with all applicable export control laws and regulations. You represent that you will not export, re-export, or transfer indirectly or directly any Product outside of the EU without obtaining proper authorization from the applicable government agencies.

Section 10. Use of the Products and eFarmer app. You represent that the Product you have offered to purchase is for your own use and not for resale. Use of the Product may be subject to local laws, regulations, and ordinances in your jurisdiction, including air quality laws, noise control laws, and other health and safety laws. You are responsible for complying with all applicable laws. It is your responsibility to determine whether your use of the Product complies with local laws, regulations, and ordinances. For example, eFarmer B.V. makes units available with radio links, but you are still responsible for determining whether this radio link meets the standards required by the laws in your jurisdiction. You may request information about the Product from eFarmer B.V. to assist you in making your determination, but eFarmer B.V. will not be liable for errors in that information or for your determination. If you do not have sufficient information to determine whether your use of the Product will comply with all applicable laws, regulations, and ordinances, then you should not offer to purchase the Product. If you rescind your offer prior to our acceptance of it, we will refund to you the full amount you paid in connection with your offer. You must also use the Product in strict accordance with the user documentation provided together with the Product. The Products may not work without an Internet connection and an account on the eFarmer app. Use of the eFarmer app is subject to the eFarmer B.V. Terms of Service. If you violate the eFarmer B.V. Terms of Service, you may not be able to use the Product or certain features of the eFarmer B.V. Product. eFarmer B.V. will not be liable for your inability to use the Product, and your sole and exclusive remedy will be to request a refund if allowed by the eFarmer B.V. Refund Policy, described in Section 4.

Section 11. Intellectual Property. eFarmer B.V. and its licensors own all intellectual property rights in the Products. If eFarmer B.V. accepts your pre-order for a Product, you will acquire no interest or rights in eFarmer B.V. intellectual property, and your use of the Product will be subject to the eFarmer B.V. Terms of Service and other additional license terms and restrictions that will be provided together with the Product. eFarmer B.V. reserves all rights in and to the Products not granted expressly in these Terms or other additional license terms.

Section 12. Warranty. eFarmer B.V. warrants that its Global Navigational Satellite Systems (GNSS) products: - FieldBEE and RTK BEE Station, are free from defects in materials and workmanship, subject to the conditions set forth below, for the following time periods:

Receivers and antennae - 2 years

Base stations - 2 years

Cables and accessories - 90 days

Date of sale shall mean the date of the invoice and in case of pre-orders, the date of shipment to the original customer for the product. eFarmer B.V. responsibility respecting this warranty is solely to product replacement or product repair at an authorised location.

Full text of warranty can be found here efarmer.mobi/warranty

Section 13. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EFARMER B.V. BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE ANY PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF EFARMER B.V. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. You agree that if any lawsuit or court proceeding is permitted under these Terms, the aggregate liability of eFarmer B.V. and its affiliates and suppliers to you for all claims arising out of or related to these Terms or your use or inability to use a Product will not (other than as may be required by applicable law in cases involving personal injury) exceed the amount you paid to eFarmer B.V. for that Product. These limitations will apply even if the above stated remedy fails of its essential purpose. Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks under these Terms between the parties. This allocation is an essential element of the basis of the bargain between the parties.

Section 14. Indemnity. You alone are responsible for the manner in which you use the Product. You shall defend, indemnify and hold harmless eFarmer B.V. and its officers, directors, employees, agents, affiliates, and suppliers ("Indemnitees") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your use of, or alleged use of, any Product; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

Section 15. Force Majeure. If eFarmer B.V. accepts your offer to purchase a Product, eFarmer B.V. will not be liable to you for any delay, including any delay due to an event beyond eFarmer B.V. reasonable control, such as an act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of eFarmer B.V. control.

Section 16. Privacy. We describe all policies related to our collection and use of data [in our Privacy Policy](#), which is incorporated by reference. We may modify our Privacy Policy before we begin accepting pre-orders for and shipping Products, and may post the new Privacy Policy in the same location. If you do not agree with the Privacy Policy, you may request a refund before you provide your shipping information. If you have any questions or concerns regarding your privacy, please contact us.

Section 17. Modification of these Terms. We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you will be required to accept the modified Terms in order for your pre-order to remain valid. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

Section 18. Controlling Law and Severability. You and eFarmer B.V. agree that this Agreement, any purchase and use of the Product, or any claim, dispute or controversy between you and eFarmer B.V. arising from or related to this Agreement, its interpretation, breach or termination shall be governed by the laws of the Netherlands, without regard to its conflict of laws provision.

Section 19. Arbitration. Except where otherwise required by the mandatory law of the Kingdom of the Netherlands, any other member state of the European Union/European Economic Area.

Section 20. Consent to Electronic Communications. By submitting your pre-order, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Section 21. General. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and eFarmer B.V. regarding your offer to purchase a Product and the other matters described in these Terms. These Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. You may not assign or transfer these Terms or your rights under these

Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Upon termination of these Terms, any provision that by its nature or express terms should survive, will survive, including Sections 3, 4, and 7-19.

Section 22. Contact Information. eFarmer B.V., is located at 1 Kapteynstraat Street, Noordwijk, 2201BB, the Netherlands. You may contact us by sending correspondence to that address or by emailing us at finance@efarmer.mobi.