

WARRANTY & RETURN POLICY

1 - Role of Cypress

The Cypress Company, Inc. DBA Cypress AgriTech (“Cypress”) is a California-based manufacturer’s representative acting solely as an independent sales and distribution channel for various third-party original equipment manufacturers (“OEMs”). Cypress does not design, engineer, manufacture, or certify any products. Customer expressly acknowledges that Cypress functions only as a reseller or sales agent for OEM-provided equipment, software, and related materials.

2 - Scope of Warranty

This Policy governs all warranties, returns, and related remedies associated with products sold or distributed by Cypress. Customer acknowledges that all products are provided strictly as delivered from the applicable OEM.

3 - OEM Warranty Only; No Cypress Warranty

To the fullest extent permitted by law, Cypress provides no warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, performance, or non-infringement. All warranties are provided exclusively by the OEM under its published warranty terms. Customer’s sole and exclusive remedy for defective or nonconforming products is through the OEM’s warranty or return procedures.

4 - All Sales Final; No Returns

All sales by Cypress are final, binding, and non-cancellable upon Customer’s acceptance of an invoice or purchase agreement. Cypress does not accept returns, refunds, cancellations, exchanges, or credit requests for any reason.

5 - OEM RMA Procedures (If Offered)

If an OEM offers a return merchandise authorization (“RMA”) program, Customer must submit warranty and return claims directly to the OEM. Cypress may assist with communication as a courtesy but does not administer, approve, deny, or influence OEM warranty or return decisions. If an OEM does not permit returns or replacements, none are available through Cypress.

6 - Shipping; Risk of Loss

Cypress is not responsible for shipping delays, freight damage, carrier mishandling, or loss in transit. Risk of loss transfers to Customer upon shipment from the OEM or designated fulfillment point. Customer must file damage claims with the carrier unless otherwise instructed by the OEM.

7 - Installation, Use, and Compliance

Customer is solely responsible for proper installation, integration, operation, and regulatory compliance related to the products. OEM warranties may be voided by improper installation, misuse, modifications, or environmental conditions. Cypress disclaims any liability arising from installation or usage-related issues.

8 - Limitation of Liability

To the fullest extent permitted by law, Cypress shall not be liable for indirect, incidental, punitive, consequential, or special damages, including crop loss, business interruption, equipment downtime, loss of data, or lost profits. Cypress's aggregate liability arising from any order shall not exceed the amount paid by Customer directly to Cypress for the specific product or service giving rise to the claim.

9 - Indemnification

Customer agrees to indemnify, defend, and hold harmless Cypress, its officers, employees, and representatives from and against all claims, damages, liabilities, losses, costs, and expenses arising out of or related to Customer's installation, operation, modification, misuse, violations of OEM requirements, regulatory violations, or third-party claims arising from Customer's conduct or use of the products.

10 - Governing Law and Venue

This Policy and all disputes arising out of or relating to it shall be governed by the laws of the State of California, without regard to conflict-of-law rules. The exclusive venue for any dispute shall be the state or federal courts located in California, and Customer consents to jurisdiction therein.

12 - Changes to Warranty & Return Policy

Cypress may update or amend the Warranty & Return Policy at any time without prior notice. The most current version will be posted or otherwise made available. Continued purchases, interaction or use constitutes acceptance of updated Terms.

13 - Contact Information

For questions regarding the Privacy Policy or personal information handling practices, Users may contact Cypress AgriTech at the following: accounting@cypressagritech.com or through our official website.