

TERMS & CONDITIONS

1 - Scope and Role of The Cypress Company, Inc.

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 - Orders, Pricing, and Payment

All quotations and invoices issued by Cypress are subject to correction and withdrawal prior to acceptance. Payment terms are as stated on the invoice. Any late payments may accrue interest at the maximum rate permitted by law. Cypress may suspend performance for delinquent accounts.

3 - OEM Terms and Conditions

All products sold through Cypress are subject exclusively to the OEM’s published terms, conditions, warranty statements, end-user license agreements, and compliance requirements. In the event of any conflict between Cypress’s Terms and the OEM’s Terms, the OEM’s Terms shall control with respect to product functionality, warranty, performance, firmware, software, approvals, and return procedures.

4 - Warranty Disclaimer

All warranties are provided solely and exclusively by the OEM. Cypress does not create, extend, or modify any warranty, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement. Customer’s sole and exclusive remedy for defective or non-conforming products shall be through the OEM’s warranty procedures.

5 - 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.

6 - Shipping, Delivery, and Title

Risk of loss transfers to Customer upon shipment from the OEM or authorized fulfillment center. Cypress bears no liability for freight damage, delivery delays, or loss in transit.

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Customer must inspect shipments promptly and report any visible damage within 72 hours.

7 - Returns and RMAs

All returns, exchanges, or warranty claims are governed entirely by the OEM's policies. Cypress may assist in facilitating communication with the OEM but does not approve or authorize RMAs.

8 - 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.

9 - Software, Connectivity, and Data

Any software, cloud access, firmware, or data services associated with the product are governed exclusively by OEM agreements. Cypress disclaims all liability for software bugs, downtime, updates, feature changes, or data issues.

10 - 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.

11 – 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 Terms & Conditions

Cypress may update or amend the Terms & Conditions 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.

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