

## STANDARD WARRANTY (FORM 2)

This warranty (Warranty) is provided by Emesent Pty Ltd (Emesent, Us or We) to the original purchaser (You, Your) of a covered Emesent product. By purchasing or using the covered product, You agree to this Warranty. If you do not accept this warranty, do not use the covered product and return it unused to your retailer, reseller, or Emesent. If you return it, this warranty will govern what occurs before your return. Our goods and services are not excluded from guarantees under the Australian Consumer Law.

### 1. Agreement

- 1.1 This Warranty is subject to the terms and limitations of the Emesent standard terms that govern Your agreement and purchase from Emesent (Agreement).
- 1.2 Defined terms in this Warranty have the meaning set out in the Agreement.

### 2. Warranty application and period

- 2.1 This warranty only applies to
  - (a) the Hovermap and the GX1, and
  - (b) other products that Emesent has confirmed in writing as being covered by this Warranty,(together the **Covered Product**),  
and this Warranty does not apply to other equipment, Products, Software or Services supplied under the Agreement.
- 2.2 Subject to the terms of this Warranty, the Product is warranted by us to be free from Defects for the duration of the Warranty Period. For the purposes of this Agreement, “Defect” means any non-compliance with the requirements of the Agreement as a result of Our default, and “Defective” has a corresponding meaning.
- 2.3 The benefits given to you under the Warranty are in addition to, and do not limit or derogate, your rights and remedies at law in relation to the Products, Software and Services more generally.
- 2.4 Without prejudice to any statutory rights to which You may be entitled under local law, the period of this Warranty will be one year from the date of original purchase from Emesent or an authorised retailer or reseller, unless a different period is stated in writing in the Confirmation Order or Quote for the Product (Warranty Period).
- 2.5 Emesent reserves the right to modify the standard warranty period in clause 2.1 at its sole discretion.

- 2.6 Any claim under this Warranty does not extend the Warranty Period.
- 2.7 This Warranty only sets out the Warranty Period within which we will offer You a repair or replacement. Your Statutory Rights may extend beyond the Warranty Period.

### **3. Warranty terms**

#### **What we will do**

- 3.1 Subject to the terms of this Warranty (including you making a valid claim pursuant to this clause 4), and without limiting your Statutory Rights, we will use our best endeavours to remedy any Defect in any Covered Product that has been notified to us during the Warranty Period, at our cost.
- 3.2 We may, in our discretion, elect to repair or replace the Covered Product for the Defective part (or all) of the Covered Product, which, to the maximum extent permitted by law, will be your sole and exclusive remedy in relation to the Defect. Where we undertake this repair or replacement, we will pay any delivery costs associated with delivering the repaired or replaced Covered Product to you. This clause does not limit your Statutory Rights.
- 3.3 If any materials, parts or features required to facilitate any repair or replacement pursuant to clause 3.2 are unavailable or no longer in production, or your model of the Covered Product is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials, parts, features or models.

#### **When the Warranty will not apply**

- 3.4 To the maximum extent permitted by law, this Warranty does not cover, and we will have no Liability, and you waive and release us from any Liability (under this Warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:
  - (a) failure on your part to properly clean and maintain the Covered Product in accordance with any of our instructions or guidelines (see clause 4 'maintenance, servicing and repairs for more details');
  - (b) failure on your part to follow any instructions or guidelines provided by us or the manufacturer in relation to the Covered Product (including in relation to use and attachment to vehicles and other crafts);
  - (c) use of the Covered Product otherwise than for any application or use other than the Purpose or in any way that is not authorised by this Agreement;
  - (d) continued use of the Covered Product (where such use is not reasonable) after any Defect in the Covered Product becomes apparent or would have become apparent to a reasonably prudent person;
  - (e) failure by you to notify us of any Defect in the Covered Product within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;

- (f) reasonable wear and tear of the Covered Product;
  - (g) chemical or water damage to the Covered Product (including damage from steam or excessive moisture);
  - (h) adverse environmental conditions, including electrical noise or electromagnetic radiation that may be directed, coupled or induced into the Covered Product components, circuitry, power supply paths, signal paths or communication paths;
  - (i) use of the wrong power supply or with other equipment, software or components not supplied or expressly approved by Us;
  - (j) colour and gloss variations (any variations with the colour or gloss within the Covered Product including any replacements, or any fading or aging of the colour, gloss or shine over time);
  - (k) unauthorised reconfigurations, modifications, maintenance, repairs, replacement of parts or servicing by anyone other than us without our prior approval; and
  - (l) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control).
- 3.5 To the maximum extent permitted by law, this Warranty will be void, we will have no Liability, and you waive and release us from any Liability, whether under this Warranty or otherwise, if any work or services carried out by Us (including repair and maintenance work or services) are altered, tampered with, overhauled, or otherwise compromised by you or any person other than Us or the manufacturer, without our prior written consent.
- 3.6 We will have no Liability, and you waive and release us from any Liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under this Warranty, or in assessing any claim made by you under or in relation to this Warranty.

#### **How to make a claim**

- 3.7 To claim the benefit of this Warranty, follow the instructions and processes set out in materials provided by Us.

#### **Maintenance, servicing and repairs**

- 3.8 You agree to adhere to the maintenance, servicing and repairs terms set out in the Agreement, Our Materials and instructions provide by Us. You agree and acknowledge that failure to comply with the Agreement, Our Materials and Our instructions may result in the loss or reduction of Your rights under this Warranty and the Agreement.

#### **4. Exclusions and limitations to Liability**

4.1 You agree and acknowledge that our Liability under this Warranty, and otherwise in relation to the Covered Products, is at all times governed and limited by the terms of the Agreement, including without limitation, the following clauses in the Agreement:

(a) Clause 21 (Exclusions to Liability)

(b) Clause 22 (Limitations to Liability)

4.2 Despite anything to the contrary, to the maximum extent permitted by law, You are liable for and agree to indemnify, hold harmless, release and discharge, us in respect of any Liability which we may suffer, incur or are otherwise liable for as a result of, or in connection with:

(c) loss of, or damage to, any property or any injury to or loss to any person (including death);

(d) any failure to maintain the Covered Products in accordance with the terms of this Agreement and our directions;

(e) any sublease, rent, sale or transfer of the Equipment to any third party;

(f) your or your personnel's acts or omissions; or

(g) your or your personnel's breach of this Warranty and/or the Agreement or any laws.

(h) your or your personnel's use of the Products or other goods or services provided by Emesent.

4.3 This clause 4 will survive the termination or expiry of this Agreement.

#### **5. General**

5.1 This Warranty is provided solely to the original purchaser of the Covered Product, whose name appears on the original invoice, sales receipt, or proof of purchase, and is not transferable or assignable to any other person or entity. Any attempted transfer, resale, or assignment of this Warranty to a subsequent owner or third party shall be deemed null and void.

5.2 This provision does not limit any rights You may have under applicable consumer protection laws, which may allow warranty coverage to extend under certain circumstances.

5.3 This Warranty is governed by the laws of Queensland, Australia. Each party (You and Us) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

5.4 You acknowledge and agree that all of the terms of the Agreement are repeated and relied on in this Warranty, and have full force and effect under the Warranty including without limitation:

- (a) Clause 19 (Privacy)
- (b) Clause 20 (Confidential Information)
- (c) Clause 24 (Termination)
- (d) Clause 26 (General)
- (e) Clause 27 (Definitions)
- (f) Clause 28 (Interpretations)