



HARVEST TECHNOLOGY PTY LIMITED

SALE TERMS

Revision Date 28.07.2022



These Sale Terms, together with our General Terms, apply to all Hardware sold to you, our customer (**You, Your**) by any of **Harvest Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley, Western Australia, Australia, **Harvest Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, **Opsivity, Inc.** of 1155 SW Morrison St, Portland, Oregon, USA, and **Harvest Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia (**Harvest, we, us, our**). These Sale Terms are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and Us.

1. Definitions

1.1. Capitalised terms are defined below or in our General Terms:

Collection Point means the collection point for the Hardware notified by us to You by invoice, email and/or packing slip.

Defect has the meaning given to it in clause 6.2.

Defect Notice has the meaning given to it in clause 6.3.

Help Desk Support means the support described in clause 9.

Premium Support means the support described in clause 10.

Satellite Equipment means any equipment in the nature of, satellite, terrestrial or wireless equipment or otherwise described by us in our Quote as such.

Satellite Equipment Warranty Period has the meaning given to it in clause 12.1.

Specifications has the meaning given to it in clause 12.1

Temporary Replacement has the meaning given to it in clause 8.4.

Term means the period for which the Embedded Software is licensed to You on the terms of the Agreement as specified in a Purchase Order. The Term will be a period of 12-months unless stated otherwise on the Quote.

Third-Party Hardware Special Conditions and Warranty Terms means the terms found [here](#), as amended by us from time to time.

2. Delivery and collection of Hardware

2.1. You can order Hardware for purchase by submitting a Purchase Order to us. Subject to clause 2.2, we will notify You when the Hardware the subject of a Purchase Order is ready for collection at the Collection Point whether by You or Your carrier.

2.2. Subject to clause 2.3, You, or Your carrier, must take delivery of the Hardware from the date notified by us under clause 2.1 or as otherwise agreed by the parties in writing.

2.3. If requested by You and agreed by us, we will arrange carriage of the Hardware on Your behalf at Your cost.



3. Risk and title

- 3.1. Subject to clause 3.2, risk of loss or damage to the Hardware passes to You on the earlier of the date on which:
- (a) the Hardware is collected by You or Your carrier from the Collection Point; or
 - (b) You are notified under clause 2.1 that the Hardware is available for collection at the Collection Point.
- 3.2. If we have agreed to arrange carriage on Your behalf in accordance with clause 2.3, risk of loss or damage to the Hardware passes to You when the Hardware has been delivered to the carrier at the Collection Point.
- 3.3. Ownership and title of the Hardware passes to You when the Hardware is paid for in full.
- 3.4. If payment in full is not made on the due date specified in the Agreement, we have the right, with or without prior notice, to recover possession of the Hardware (and You agree that we may repossess the Hardware without notice or hearing, which You hereby waive. To the fullest extent permitted by applicable law, we may enter Your premises, or any premises under Your or Your agent's control if the Hardware is stored at such premises, to satisfy that purpose) without prejudice to our other rights and remedies.

4. Embedded Software Licence

- 4.1. You acknowledge that:
- (a) the Hardware cannot operate without the Embedded Software; and
 - (b) Your ongoing right to use the Embedded Software is subject to You paying the ongoing monthly licence fees.
- 4.2. Subject to payment of all amounts due under the Agreement, we grant to You a non-exclusive, non-transferable, non-sub-licensable, revocable right to use the Embedded Software during the Term solely in connection with the Hardware for Your internal business purposes, in accordance with the terms of the Agreement.
- 4.3. You must notify Us at least 30 days before the end of the Term of Your intent to terminate Your access to the Embedded Software. If you fail to notify Us in accordance with this clause 4.3, the Term will automatically renew for the same Term and We will continue to use the initial Purchase Order until such time as You supply a new or revised Purchase Order for the new Term.
- 4.4. If You terminate the Agreement during the term, You must do so in writing with a minimum of 30 days' notice. You may be subject to payment for the remaining term unless otherwise agreed by Us in writing.
- 4.5. You must not, and must not permit anyone to, reverse engineer, or disassemble or tamper with the Embedded Software, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Embedded Software.

5. Operation of Hardware

- 5.1. We may supply Operation Guides for the Hardware.
- 5.2. You are responsible, at Your cost, for installation, configuration, and use of the Hardware by You and on Your behalf in accordance with the Operation Guides and our reasonable directions, including all associated costs.



- 5.3. You and Your end users must comply with the Operation Guides and any directions, instructions, training, and manuals issued or provided by us in relation to the use of the Hardware.
- 5.4. You must not, and must not permit anyone to, reverse engineer, or disassemble or tamper with the Hardware.

6. Warranties, Inspection and Defects

- 6.1. In addition to Your rights under the applicable law, we warrant that, as of the date the Hardware is collected from the Collection Point, the Hardware will operate in accordance with the Operation Guides.
- 6.2. Unless otherwise agreed, within 7 days of collection of the Hardware, You must test the Hardware in accordance with the Operation Guides and notify us in accordance with clause 6.3 if any of the Hardware which is not fit for its purpose or is not of acceptable quality (“**Defects**”). If You do not notify us in accordance with this clause 6.2, the Hardware is deemed to have been accepted by You.
- 6.3. If there are any Defects, You must send to us a written report prepared by You, using our template which we will provide to You, containing photographic and other evidence of the Hardware Defect (“**Defect Notice**”).
- 6.4. Following receipt of a Defect Notice, we may, on providing reasonable notice to You, to the extent practical, inspect the Hardware the subject of the Defect Notice. You will provide us with all reasonable assistance and access to Your premises to enable us to carry out that inspection.
- 6.5. If we determine, after receipt of a Defect Notice (whether or not there has been inspection in accordance with clause 6.4), in our sole and absolute discretion, that the Hardware is not fit for purpose or of acceptable quality due to an issue that arose during shipping or transport, You will be responsible for the costs of replacement or repair. In all other cases, we will arrange for repair or replacement of the Hardware the subject of the Defect Notice at our own cost.
- 6.6. You must return to us any broken, defective, or damaged Hardware that is to be replaced by us pursuant to this clause 6.

7. Warranty

- 7.1. We offer a warranty against defects for any Hardware purchased from us or our authorised resellers. Our Global 12-Month Limited Warranty for Hardware, other than Third-Party Equipment, can be found at [harvest.technology/terms-and-conditions](https://www.harvest.technology/terms-and-conditions), as amended from time to time. The warranty against defects for Third-Party Equipment is dealt with in clause 12.

8. Repairs (other than under clause 6 or Warranty claims)

- 8.1. Other than Defects which are covered in clause 6 or by our Global 12-Month Limited Warranty or by the warranty in clause 12, we will repair, and provide replacements parts for, the Hardware at Your request in accordance with this clause 8.
- 8.2. You:
 - (a) must return any Hardware You wish to be repaired to an address nominated by us; and
 - (b) are responsible for all costs (including transport and delivery costs) associated with the return of the Hardware to us for repair, the return of the Hardware back to You following repair and the delivery and return of any Temporary Replacements (defined below) in accordance with clause 8.4. Risk of loss is borne by You for return of the Hardware.



- 8.3. Subject to Your rights under the applicable law, clause 6 and the warranty provided in clause 7.1, we will carry out the repairs and invoice You for any repairs, maintenance and replacement parts Hardware and for any modifications of the Hardware You request, at our then-current rates plus reasonable expenses.
- 8.4. To the extent possible and subject to availability, we may provide You replacement(s) for the Hardware undergoing repair with the same or similar functionality on a temporary basis (“**Temporary Replacement**”). You must immediately return any Temporary Replacement(s) to us following the return of the repaired Hardware to You.

9. Help Desk Support

- 9.1. Subject to clause 9.2, we will use reasonable commercial efforts to:
 - (a) provide a help desk support service to You to resolve any issues that You may have in relation to the Hardware and the Embedded Software in accordance with this clause 9 (either as part of a warranty claim or under clause 8) primarily by e-mail and telephone (**Help Desk**), operating during normal business hours of 9am to 5pm Australian Western Standard Time (GMT +8), Monday to Friday, excluding public holidays and excepting for unavailability due to:
 - (i) any circumstance beyond our reasonable control, including delays caused by systems outside our control (e.g., internet service providers, satellite link providers); and
 - (ii) us or our third-party service providers carrying out scheduled and unscheduled maintenance, upgrades, back-ups, testing or repairs on our systems; and
 - (b) prioritise issue resolution in accordance with the level of severity, as assessed by us, set out in the table below:

Severity	Description
High	The Hardware and the Embedded Software, or an essential component of them/it, is offline and seriously affecting the processing of business. No acceptable workaround exists for the problem.
Medium	The Hardware or the Embedded Software, or an essential component of them/it, is not working correctly, or is working with limited functionality. Business processing is not seriously affected because there is an acceptable workaround.
Low	A non-essential function of the Hardware or the Embedded Software, is not working or is working in a very restricted manner. Effect on the business process is minimal.
Minor	A minor problem exists in the Hardware or the Embedded Software. No effect on the dependent process.

- 9.2. You will provide us with all reasonable assistance and access to Your premises, personnel, facilities, systems and information as we reasonably request to allow us to provide the Help Desk Support and otherwise comply with our obligations under the Agreement.
- 9.3. Help Desk Support commences on the start date set out in the Quote and will continue for the Term.
- 9.4. We will provide You with the Help Desk Support capped at a total 2.5 hours per 3-month period per Good.
- 9.5. If you exceed Your Help Desk Support hours in any 3-month period, we will charge You for any additional hours at our then current hourly rate.



- 9.6. You are not entitled to carry forward any remaining or unused entitlement to Help Desk Support from previous periods.

10. Premium Support

- 10.1. If You subscribe to Premium Support, we will use best endeavours to provide You with the services of the Help Desk on a 24 hour, 7 day per week basis with a response provided within 30 minutes of a support request being made through support@harvest-tech.com.au.
- 10.2. You may purchase Premium Support by submitting to us a Purchase Order.
- 10.3. Premium Support must be purchased in packages of between 5 and 200 hours, which must be used over a 12 month period.
- 10.4. Premium Support commences on the start date set out in the Quote and expires 12 months from the start date.
- 10.5. If you exceed Your Premium Support hours, we will add an additional 5 hour package to Your Premium Support hours and charge You at our then current hourly rate. If you exceed Your Premium Support by more than 5 hours, will we add additional hours to Your Premium Support hours to the nearest 5-hour increment and charge You at our then current hourly rate.

11. Termination

- 11.1. Upon termination of the Agreement or expiry of the Term, whichever is earlier, Your licence to use the Embedded Software immediately ceases.

12. Third-Party Hardware Special Conditions and Warranty Terms

- 12.1. If the Hardware You are purchasing from us includes Third-Party Hardware, the additional Third-Party Hardware Special Conditions and Warranty Terms (current as at the date of our acceptance of Your Purchase Order) will also apply.