



**HARVEST TECHNOLOGY PTY LIMITED**

# **SATELLITE EQUIPMENT SPECIAL CONDITIONS & WARRANTY**

Revision Date: 28.07.2022



## SATELLITE EQUIPMENT SPECIAL CONDITIONS & WARRANTY

These Network Services Terms apply to all Satellite Equipment supplied to you, our customer (**You, Your**) by any of **Harvest Technology Pty Limited** 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 (**we, us, our**). These Satellite Equipment Terms are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and Us.

### 1. Definitions

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

**Harvest Group** mean us, our parent and related bodies corporate, and the officers, directors, employees, representatives, insurers, consultants, contractors, and agents of all of the foregoing.

**Satellite Equipment** means any equipment described by us in our Quote as, or otherwise in the nature of, satellite, terrestrial or wireless services and/or associated sale or rental of equipment.

**Term** means the period specified in a Quote.

### 2. Acceptable Use

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- 2.1. You will use the Satellite Equipment in accordance with the operating guides or instructions provided by us.
- 2.2. You agree that the Satellite Equipment provided by us is for Your exclusive use and may not be resold or otherwise re-distributed to any other persons without our prior written permission.

### 3. Purchased Satellite Equipment

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#### Satellite Equipment Warranty

- 3.1. We warrant that new Satellite Equipment will perform substantially in accordance with the specifications contained in the technical documentation for the Satellite Equipment (**Specifications**) for a period of 1 year from the date of delivery.
- 3.2. All repairs covered by such warranty will be performed at no charge to You. For any repairs requested after the warranty period, we will provide a quotation for such repairs and if You accept and authorise the work, the repairs will be performed at Your expense.
- 3.3. If there is a warranty claim, we will, at our sole option:
  - (a) repair the Satellite Equipment so that it performs in accordance with the Specifications, or
  - (b) replace the nonconforming Satellite Equipment with Satellite Equipment which performs in accordance with the Specifications.
- 3.4. This Satellite Equipment warranty is your sole remedy in the event of a warranty claim. You will bear the transportation cost of returning any nonconforming or defective Satellite Equipment to a premise in Western Australia, designated by us, and also the transportation cost of returning



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the Satellite Equipment following a repair, to Your premises. If You require a technician to travel to Your location to perform warranty services, You will be responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. We will provide You with a written estimate of such costs upon request.

### **Warranty Exclusions.**

- 3.5. This Satellite Equipment warranty does not extend to Satellite Equipment which has been altered, improperly installed or which fails or is damaged after delivery due to accident, act of God, shipping or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Satellite Equipment manufacturer's instructions or the Specifications.

## **4. Export Controls & Sanctioned Countries**

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- 4.1. For projects located outside of Australia, You acknowledge and agree to comply with all applicable laws, regulations and orders (including those of the United States, the United Nations, the United Kingdom, and the member states of the European Union and the European Free Trade Association) applicable to the export, re-export, transfer or resale of products or the provision of services and related technical data. No Satellite Equipment will be imported into any country where doing so is a violation of applicable law, and no Satellite Equipment transferred to any person or entity identified on any denied-persons list under any jurisdiction. Without limiting the foregoing, in no instance can Satellite Equipment be imported into the following countries without the express written consent of Harvest (which will only be provided upon a showing that the proposed use is licensed or otherwise authorised by the applicable U.S. government authority): Cuba, Iran, Syria, Sudan and North Korea.

### **Licensing**

- 4.2. You will manage the logistics of obtaining any and all licences, permits, or authorisations, and associated costs and expenses, as may be required to operate satellite-based communications services in a specific country or jurisdiction where You intend to utilise the Satellite Equipment. You will provide to us, verification and documentation of such licences and permits, upon our request. You agree that You are ultimately responsible for compliance with all local licensing laws and regulations in any jurisdiction in which Customer uses Harvest provided services.

### **Local Jurisdiction**

- 4.3. We will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Satellite Equipment in the destination country. In addition, we will have no responsibility for fines associated with terminal seizure for legal ramifications of using Satellite Equipment in countries where it is prohibited. We recommend that you contact the embassy or trade office of the destination country prior to entry into that country.

## **5. Indemnity**

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### **Mutual Indemnity**

- 5.1. Except as otherwise provided in this clause, we and You will protect, defend, indemnify, and hold harmless each other from all third-party claims, demands, causes of action, losses and expenses



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(including reasonable attorneys' fees) of every type and character for personal injury, death or loss of or damage to property resulting from the indemnitor's negligence or wilful misconduct.

- 5.2. Where such third party's personal injury, death, or loss of or damage to property results from the joint negligence or wilful misconduct of the parties, the indemnitor's duty of indemnification will be in proportion to its allocable share of joint negligence or wilful misconduct.
- 5.3. If either party is held strictly liable under any applicable law, the other party's duty of indemnification will be in the same proportion that its negligence or wilful misconduct contributed to the third party's personal injury, death, or loss of or damage to property.
- 5.4. Where we are the indemnitor, the indemnitee is Customer Group, and where you are the indemnitor, the indemnitee is Harvest Group.

### **Customer indemnity**

- 5.5. You will protect, defend, indemnify, and hold harmless the Harvest Group and our suppliers from and against any and all liability, claims, actions, losses, damages (including damage to property and personal injury) and expenses (including attorneys' fees) arising out of or relating to:
  - (a) Your misuse of the Satellite Equipment; and/or
  - (b) Your breach of the Agreement, except to the extent such claims are based upon our gross negligence or wilful misconduct.