



**HARVEST**

# **SALE TERMS**

Revision Date 02.02.2024



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

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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.

**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 10.1.

**Specifications** has the meaning given to it in clause 10.1

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

**Term** means the period for which Our Software is licensed to You on the terms of the Agreement which will be a period of 12-months unless stated otherwise in the Quote or on our online e-commerce store.

**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

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2.1. You may purchase Your Hardware by submitting an Order to us, or from our online e-commerce store.

2.2. Your Hardware may be collected by Your or Your nominated agent from a Harvest warehouse, or You may arrange to have it delivered to Your nominated location through us by our delivery partner.

2.3. Within 48 hours of placing an Order directly with us or via our online e-commerce store, You will receive:

(a) our invoice; and

(b) an Order confirmation email to confirm Your Order details, including shipping and/or collection details and estimates for timing.

2.4. If You choose to have Your Hardware delivered, You will receive a shipment notification by email when the Hardware leaves our warehouse. The shipment notification will include the carrier name, tracking number and an estimated delivery date. You may click the tracking number to track Your Hardware via the carrier's website.

2.5. If You choose to collect Your Hardware from our warehouse, You will receive a notification email when Your Hardware is ready for collection. The notification email will include the Collection Point details and available times during which Your Hardware may be collected.



- 2.6. You agree that:
- (a) delivery times may vary according to Your nominated delivery address;
  - (b) some deliveries may not be eligible for pre-selected time windows; and
  - (c) collection of the Hardware from our warehouse will only be available at our nominated times.

### 3. Risk and title

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- 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 2.5 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 **Error! Reference source not found**.2.4, 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.

### 4. Our Software Licence

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- 4.1. You acknowledge that:
- (a) the Hardware cannot operate without Our Software; and
  - (b) Your ongoing right to use Our Software is subject to You paying the ongoing licence fees for the Term in advance and Your use of Our Software is in accordance with the Software Product Terms.
- 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 Our 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 Our Software. If you fail to notify Us in accordance with this clause 4.3, the Term will automatically renew for the same Term.

### 5. Operation of Hardware

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- 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

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- 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 or delivered to Your nominated location, 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 is not fit for its purpose or is not of acceptable quality or has been damaged (“**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 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

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- 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://harvest.technology/terms-and-conditions), as amended from time to time. The warranty against defects for Third-Party Equipment is dealt with in clause 10.

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

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- 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 10, 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 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. Termination**

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

**10. Third-Party Hardware Special Conditions and Warranty Terms**

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- 10.1. 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.