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**Prepared By**  
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Product Terms of Use and Warranty

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## PRODUCT TERMS OF USE AND WARRANTY

### USE OF THE PRODUCTS

You agree, represent, warrant and undertake to **SENQUIP PTY LTD ABN: 45 628 203 136 (Senquip)** that prior to ordering the product supplied by Senquip pursuant to this agreement, you obtained all relevant information relating to the product ordered; ensured that information was current; assessed the product, and ensured that it is fit for the purpose for which it is intended to be used.

**Products are not authorised for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage.**

If a customer uses or sells the products for use in any such applications, the customer acknowledges that such use or sale is at the customer's sole risk. The customer will indemnify, defend or hold Senquip and their suppliers and assemblers harmless from and against any and all liabilities and costs arising out of or in connection with the use of the product or sale.

The products sold hereunder and any other products sold by Senquip have been subject to limited testing and should not be used in conjunction with mission-critical equipment or applications.

Any performance specifications are believed to be reliable but are not verified, and the Buyer must conduct and complete all performance and other testing of the products, alone and together with, or installed in, any end-products. The Buyer shall not rely on any data and performance specifications or parameters provided by Senquip.

Senquip does not suggest or make any recommendation as to the accuracy of measured data in any particular application in which the Buyer may use the product. Parameter values stated or implied in any documentation are for explanation only and should not be taken as typical or representative of a real world situation. It is the Buyer's responsibility to independently determine suitability of any products and to test and verify the same.

The information provided by Senquip hereunder is provided "as is, where is" and with all faults, and the entire risk associated with such information is entirely with the Buyer. Senquip products and information brochures change from time to time in response to product development and customer demand, to ensure products are up to the highest and most recent standards and technological developments.

Please ensure that a product ordered from Senquip is the latest version of that particular product prior to placing an order, by contacting Senquip or an authorised reseller.

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**Senquip will not be held liable for the failure of others:**

- a) Senquip will attempt to ensure you receive GNSS, satellite, GSM and WiFi communication with third-party devices/systems, Internet, AWS, and/or other related services if required, however these services are not controlled by Senquip.
- b) Senquip is not liable for any loss, damage or liability associated with the loss, interruption or lack of GNSS, GSM, Wi-Fi coverage, Internet, connectivity to AWS, connectivity to a third-party system or device and/or other related services.
- c) Sensor failure or incompatibility.

**Force Majeure:**

Senquip is not liable for any loss, damage or liability associated with:

- a) the acts of Government;
- b) atmospheric and heliospheric events;
- c) military actions, including war and terrorism;
- d) floods, storms, earthquakes or other natural occurrences; or,
- e) late deliveries due to the courier / postal networks;
- f) epidemics and pandemics;
- g) events beyond the control of Senquip.

**WARRANTY AGAINST DEFECTS POLICY & PROCEDURES**

Senquip warrants the goods against defects in factory workmanship and materials within the warranty period. The warranty period for products shall be 12 months from the date of invoice. The warranty period for repaired items shall be 90 days from the date of invoice. The customer must notify the point of purchase / distributor of any defect coming within the provisions of this warranty, within 30 days of the fault occurring. A copy of the relevant invoice or the relevant invoice number as proof of the date of purchase must be provided with returned goods.

Senquip is not liable for any loss or damage you suffer or liability you incur arising out of the use of any Senquip products. Senquip Pty Ltd liability is limited to:

- a) repair of a defective product; or
- b) if a product supplied by Senquip cannot be repaired, Senquip will replace a defective product with the same or equivalent product.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality

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and the failure does not amount to a major failure. To and where Australian Law permits, products / goods determined by Senquip to have been abused, misused, altered, neglected, lost, or damaged in shipment are not covered by the warranty. Subject to Australian Consumer Legislation taking precedence, the warranty will be null and void in the following circumstances and all expenses incurred are the responsibility of the purchaser:

- a) The goods / products have been opened by a third party.
- b) The goods / products have been contaminated by oil, water, grease, acid, subject to impact, fitted in excessive vibration environments or corrosive environments or improperly connected.
- c) The goods / products have been tampered with or an attempt to repair it has been made by any company or individual before notification of a claim to Senquip

For further information please contact us at [admin@senquip.com](mailto:admin@senquip.com).