PRODUCT TERMS OF USE AND WARRANTY

Revision	Date	Change
1.0	13 February 2019	First release
2.0	13 October 2023	Updated to include confidentiality and other clauses
3.0	2 September 2026	General review and update

These Product Terms of Use and Warranty ("Terms") govern the use of products manufactured or supplied by Senquip Pty Ltd ("Senquip", "we", "us" or "our"). They apply together with Senquip's Terms and Conditions of Sale (SEN0005) and any quotation, order confirmation, product specification or other written agreement applicable to the Products. If there is an inconsistency, the specific written agreement or order confirmation prevails, followed by the applicable quotation or product specification, SEN0005, and then these Terms.

By purchasing or using a Senquip Product, the purchaser or user ("User", "you" or "your") agrees to these Terms. If you act for a company or other legal entity, you represent that you have authority to bind that entity.

1. Product Use and User Responsibilities

1) Before ordering or using a Product, you must obtain the current product information and determine whether the Product is suitable for your intended application.
2) Published specifications describe the performance and operating limits of Products under the conditions stated. You are responsible for testing and validating each Product as installed or integrated into your equipment or system, including confirming that the overall system meets the requirements of the intended application.
3) Senquip may provide technical information, examples, configuration assistance or advice in good faith. Unless expressly agreed in writing as a design service, such assistance does not transfer responsibility for the design, integration, installation, configuration or safe operation of your equipment or system to Senquip.

2. Safety-Critical and Mission-Critical Applications

1) Unless expressly agreed by Senquip in writing for a particular application, Products are not designed or authorised to act as the sole safety mechanism in applications where Product failure could reasonably be expected to result in death, personal injury or catastrophic property damage.
2) Where Products are used for monitoring or control of machinery, plant or equipment, you are responsible for providing appropriate independent safety systems, interlocks, controls and procedures required for the application.
3) If you use or supply Products contrary to this section, you do so at your own risk and, to the maximum extent permitted by law, indemnify Senquip and its suppliers against third-party claims arising directly from that unauthorised use, except to the extent caused by Senquip's negligence or breach of law.

3. Product and Firmware Changes

1) Senquip continually develops its Products. Components, hardware revisions, manufacturing processes and firmware may change from time to time in response to product improvement, component availability, security requirements, bug fixes, regulatory requirements and new features.
2) Unless a specific written agreement provides otherwise, Senquip may make changes that do not materially adversely affect the form, fit, function or overall performance of a Product.

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3) Firmware may be updated during manufacture, commissioning or operation. You are responsible for applying critical security or safety updates notified by Senquip within a reasonable time.
4) New firmware may add, modify or remove functionality where reasonably necessary for security, reliability, regulatory compliance, compatibility or continued support. Senquip will use reasonable endeavours to avoid materially reducing core Product functionality.

4. Connectivity and Third-Party Services

1) Products may use cellular, satellite, GNSS, Wi-Fi, Bluetooth, internet, cloud or other third-party networks and services.
2) Coverage, availability, latency and performance of third-party networks and services are outside Senquip's control. Senquip does not warrant uninterrupted or universal availability of those networks or services.

5. Intellectual Property and Product Protection

1) All intellectual property rights in Senquip Products, hardware designs, firmware, software, documentation, circuit layouts, know-how and related technology remain the property of Senquip or its licensors.
2) Purchase of a Product grants you the rights reasonably necessary to use the Product for its intended purpose. It does not transfer ownership of Senquip intellectual property.
3) To the extent permitted by law, you must not reverse engineer, decompile, disassemble or otherwise attempt to derive Senquip proprietary hardware, firmware or software for the purpose of replicating or imitating a Product.

6. Confidential Information

1) Each party must protect the other party's Confidential Information and must not use or disclose it except as necessary in connection with the Products or the parties' commercial relationship, or as permitted by law.
2) Confidential Information does not include information that is or becomes public other than through breach of these Terms, was already lawfully known to the receiving party, or is independently developed or lawfully received from a third party without confidentiality obligations.
3) A party may disclose Confidential Information where required by law, provided it gives reasonable notice where legally permitted.

7. Warranty Against Defects

1) Senquip warrants Products it manufactures against defects in factory workmanship and materials for 12 months from the date the relevant Product is shipped by Senquip, unless a different warranty period is expressly stated in a specific written agreement.
2) The warranty period for a repaired or replacement Product is the longer of: (a) the remainder of the original warranty period; or (b) 90 days from the date the repaired or replacement Product is shipped by Senquip.
3) You must notify Senquip or the point of purchase of an alleged defect within a reasonable time after becoming aware of it and provide information reasonably required to assess the claim, including proof of purchase or Product identification where requested.
4) If Senquip accepts a valid warranty claim, Senquip may, subject to applicable law and at its option, repair the Product, replace it with the same or an equivalent Product, or provide another remedy required by law.
5) The warranty does not cover failure or damage resulting from misuse, abuse, neglect, accident, incorrect installation or wiring, operation outside published specifications, unauthorised modification or repair, normal wear and tear, external electrical or mechanical causes, damage in transit after risk has passed to the purchaser, or use contrary to Senquip's published instructions.
6) Opening or disassembling a Product, contamination by substances or environments outside the Product's published rating, excessive impact or vibration outside published limits, improper connection, or unauthorised repair may invalidate the warranty to the extent that the action caused or contributed to the claimed defect.

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8. Other Warranties

1) Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, right or remedy that cannot lawfully be excluded, restricted or modified.
2) Subject to clause 8.1 and to the maximum extent permitted by law, Senquip excludes implied warranties or conditions not expressly stated in these Terms or an applicable written agreement, including any implied warranty of fitness for a particular purpose.

9. Limitation of Liability

1) Nothing in these Terms limits liability that cannot lawfully be limited.
2) To the maximum extent permitted by law, Senquip is not liable for indirect, incidental, special or consequential loss, or for loss of profit, revenue, production, data, business opportunity or anticipated savings arising from or in connection with a Product.
3) To the maximum extent permitted by law, Senquip's aggregate liability arising from or relating to a Product or Products is limited to the amount paid to Senquip for the particular Product or Products giving rise to the claim.
4) Where applicable law permits Senquip to limit a remedy for breach of a statutory guarantee, Senquip's liability is limited, at Senquip's option, to repair, replacement or resupply of the affected Product, or the cost of doing so.

10. General

1) These Terms are governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.
2) Neither party may assign its material rights or obligations under these Terms without the other's prior written consent, except to an Affiliate or in connection with a merger, acquisition, corporate restructure or sale of substantially all of the relevant business or assets, on written notice.
3) If any provision is invalid or unenforceable, it is to be read down to the minimum extent necessary and the remaining provisions continue in effect.
4) Provisions concerning intellectual property, confidentiality, liability and any accrued rights continue to apply where their nature requires.
5) For further information or warranty assistance, contact Senquip at admin@senquip.com.

11. Definitions

1) "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party, where control means ownership or control of more than 50% of the voting interests.
2) "Confidential Information" means non-public information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.
3) “Product” or “Products” means hardware products manufactured by Senquip and associated embedded firmware.

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