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Prepared By
NB

Approved By
NGB

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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

IN THE ABSENCE OF A CUSTOM PRODUCT AGREEMENT, THIS SENQUIP PRODUCT TERMS OF USE AND WARRANTY AGREEMENT (“AGREEMENT”) GOVERNS USE OF SENQUIP PRODUCTS (“PRODUCTS”) IN ACCORDANCE WITH TERMS SET FORTH BELOW. BY PURCHASING A SENQUIP DEVICE, YOU (“USER”) AGREE TO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT IN WHICH CASE THE TERMS “YOU,” “USER”, OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OUR PRODUCTS.

You may not purchase the Products if You are a Senquip direct competitor, except with Senquip prior written consent. You agree not to engage in any actions that may facilitate or enable reverse engineering, decompilation, disassembly, or any other means to ascertain the functionality or design of the Products for the purpose of replicating or imitating them. You agree not to sell, lease, distribute, or otherwise make the Products available to any individual, entity, or organisation that is, to your knowledge, a competitor of Senquip.

This Agreement was last updated on October 13th, 2023. It is effective between You and Senquip as of the date of Your acceptance of this Agreement and during each instance of Service use.

1. Acceptance of the Terms and Conditions of Service

Welcome to Senquip! (a.k.a. "We" or "Us" or the "Company"). We are excited to have You as a user and member of our community. The following product terms of use and warranty (collectively, these "Product Terms of Use and Warranty") apply to Your use of Senquip Products.

We want to keep our relationship with You as lean and informal as possible, but please read these Product Terms of Use and Warranty carefully before You purchase Senquip Products, because by purchasing or using Senquip Products You accept and agree to be bound and abide by these Terms of Use. Should You disagree with some of the provisions herein, You may either not use the Products or contact us at support@senquip.com. We're happy to hear Your comments and suggestions.

2. Definition of Confidential Information

As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Derivative Works developed for the purpose of using Products; Our Confidential Information shall include all present and future rights to intellectual property including inventions and improvements, trademarks, patents, designs, copyright, domains, circuit layouts, software, computer

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programs, databases or source codes and all work product developed in whole or in part associated with the Products; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

3. Protection of Confidential Information

Except as otherwise permitted in writing by the Disclosing Party: (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, licensees, and agents who need such access for purposes consistent with this Agreement.

4. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5. User Responsibilities and Product Use

Before ordering Products, You must obtain all relevant information relating to the Products ordered and ensure that the information is current; assess the Products and ensure that they are fit for the purpose for which they are 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 You use or sell the Products for use in any such applications, You acknowledge that such use or sale is at Your sole risk. You 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 or sale of the Product.

The products 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. You must conduct and complete all performance and other testing of the products, alone and together with, or installed in, any end-products. You must 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 You 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 Your

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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 You.

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 product prior to placing an order, by contacting Senquip or an authorised reseller.

The firmware used in Senquip products changes from time to time in response to security threats, bug fixes, product improvements, and new feature releases. You must ensure that the latest firmware is loaded onto Senquip Products before use, and that You perform regular check to see if any critical firmware updates have been released.

6. Warranties

Other than any express warranties or service level agreements made in subsequent paragraphs in this section, Senquip make no warranties of any kind, whether implied statutory, or otherwise, and we specifically disclaim all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. In addition, Senquip makes no warranties regarding any third-party software or products provided. Without limiting the generality of the foregoing, we do not represent or warrant that Your use of the Products will meet Your requirements or that You use of the Products will be free from error.

7. 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.

8. Limitations to Liability

Except for breaches of confidentiality and indemnification obligations in section: Indemnity below, each party hereto: (I) expressly waives any and all claims against the other for consequential, incidental, or special damages (including, without limitation, claims for lost profit, revenues, data, or interruptions in service) arising out of or related to the provisions of any product or work services pursuant to this agreement; and (II) expressly agrees the maximum liability for Senquip with respect to any claim related to this agreement or the Products hereunder will be limited to the lesser of the amount of fee received by Senquip for Products in the preceding 6 months, or \$1,500.

9. Indemnity

Each party will indemnify, defend, and hold the other harmless from any against any and all claims, damages, and the expenses (including reasonable attorneys’ fees and cost of litigation) by any third party resulting from any acts or omissions of the indemnifying party relating to its activities in the connection with this agreement, their breach of this agreement, or their misrepresentations relating to the other party, the products, or this agreement, regardless of the form of action.

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10. Term & Termination

This Agreement commences on the date You accept it and continues until terminated by either party in accordance with this Agreement.

11. Surviving Provisions

The following sections shall survive any termination or expiration of this agreement: Property Rights Retained by Senquip, Our proprietary Hardware, Our Proprietary Software, Warranties, Limitation of Liability, Indemnity, and General Provisions.

12. Warranty Against Defects

Senquip warrants the Products 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 may be requested as proof of the date of purchase.

Senquip may attempt to repair a defective product or if a product supplied by Senquip cannot be repaired, Senquip will replace a defective product with the same or equivalent product.

Products determined by Senquip to have been abused, misused, altered, neglected, lost, or damaged in shipment are not covered by the warranty. The warranty will be null and void in the following circumstances and all expenses incurred are the responsibility of the purchaser:

- a) The Products have been opened by a third party.
- b) The 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 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 Senquip at admin@senquip.com.

13. General Provisions

Notices: Any notice to be given under this Agreement will be sufficient if in writing electronically or physical and sent by email, certified or registered mail or delivered by courier to the addresses set forth at the beginning of this Agreement. A party's address, digital or otherwise, or designee for purposes of any notices may be changed by written notice to the other party.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, either written or oral, concerning its subject matter.

Governing law: This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of New South Wales, Australia.

Assignment: Neither party may assign any interest in this Agreement or any of its duties or rights under this Agreement without the prior written consent of the other except that: (i) each party may assign its rights and obligations to an Affiliate of such party upon advance written notice to the other; and (ii) either party may assign its

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rights and obligations upon advance notice to the other in connection with any merger, acquisition, or sale of all or substantially all of its assets.

14. Agreement Definitions

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control,”** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Products” shall mean all products planned, researched, developed, tested, manufactured, sold, licensed, leased or otherwise distributed or put into use by Senquip.

“Personal Information” is defined as information or an opinion about an identified individual, or an individual who is reasonably identifiable.

“Proprietary Software” means the software that is developed, licensed, or purchased by Senquip, and includes our Online Services in entirety and other software that can be deployed onto embedded systems, computers, handheld systems, and servers.

“We,” “Us,” “Our,” “Company” or “Senquip,” means Senquip Pty Ltd, a Liability Corporation with a place of business at Unit 3, 29 Shearwater Drive, Taylors Beach, NSW, 2317, Australia.

“You,” “Your,” or “User” means: (i) the company or other legal entity for which You are accepting this Agreement and Affiliates of that company or entity; or (ii) an individual, in the case of a non-legal entity as defined in the registration information provided to Us.