

Emesent Products Warranty

Warranty:

1. Emesent Pty Ltd (ABN 95 626 502 350) (“Emesent”, “We” or “Us”) warrants that any products which Emesent is the original equipment manufacturer (“OEM”) of, (“Emesent Products”) will be free from defects of workmanship and material, and will perform in accordance with the product specification for the period specified in the relevant Emesent support plan (such period starting from the date the Emesent Product was purchased from Emesent or an authorised Emesent reseller) (“Warranty Period”). If no support plan applies to a purchase of an Emesent Product, the Warranty Period is 12 months.
2. This warranty (the “Warranty”) covers the replacement or repair (at the option of Emesent), of any Emesent Product that has a material defect that is not the result of normal wear and tear, or a natural characteristic of the material used. This Warranty is not transferable and does not apply to any consumable items.
3. The customer is responsible for returning the Emesent Product to Emesent or an authorised reseller, and collecting the Emesent Product after repair or replacement, at its own cost. Emesent is responsible only for the freight cost of transporting the Emesent Product between it and the authorised reseller and vice versa. Emesent reserves the right to charge an evaluation and postage fee for any Emesent Product returned to Emesent or an authorised reseller where no defect to which this Warranty would apply is found. For the avoidance of doubt, any acceptance for assessment of an Emesent Product by Emesent or an authorised reseller, is not an acceptance of liability or responsibility for the Emesent Product being defective. Where we repair or replace an Emesent Product under this Warranty, this will be the sole and exclusive remedy in relation to any defect.
4. Warranty exclusions

This Warranty does not cover and will not apply in relation to:

- a. any failure to properly clean and maintain the Emesent Product;
- b. any defects of any nature arising outside of the Warranty Period, or for which a claim is made outside of the Warranty Period;
- c. defects in relation to products not supplied by Emesent;
- d. any Emesent Product where the Hovermap is flown without autonomous flight functionality being engaged, where it is deemed that disabling this feature was the cause of the claim;
- e. any failure where it is unclear whether the failure is as a result of a non-Emesent Product;
- f. claims for which you do not follow the claims process detailed in this Warranty;
- g. reasonable wear and tear;

- h. misuse, abuse, modification, tampering with or alteration of the Emesent Product, including unauthorised maintenance, repairs, replacement of parts or servicing by anyone other than Emesent or an authorised reseller;
 - i. human error in use (for example, incorrect system programming);
 - j. chemical or water damage or where an Emesent Product was flown over a body of water;
 - k. any failure to use the Emesent Product in accordance with our directions or instructions, or in a way that is not in accordance with any guidelines or advice (including the operating guidelines referred to below);
 - l. any use of any Emesent Product by a person that has not undergone appropriate training, or who is not licenced or permitted to use the Emesent Product;
 - m. any use of any Emesent Product that is not in accordance with any terms and conditions or agreement governing its use;
 - n. any continued use of an Emesent Product after a defect or issue becomes apparent or should reasonably have become apparent, including where this has or has not been notified to Emesent or an authorised reseller;
 - o. use of an Emesent Product with Virtual Ellipsoid Shield (VESH) turned off, where it is deemed that disabling this feature was the cause of the claim;
 - p. any use of the Emesent Product by itself or as an adjunct to a non-emesent product, where operation is outside of any products specified operating parameters. This includes subterranean environments within 24-hours of blasting;
 - q. act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond Emesent or an authorised reseller's reasonable control);
 - r. use of the Emesent Product with other equipment, software or components not supplied or expressly approved by us (included not-approved accessories);
5. This Warranty is not transferrable in the event of any resale or transfer of Emesent Products.
6. Emesent Products covered by this Warranty include:
- a. the Hovermap;
 - b. OEM Hovermap accessories,
- and, for the avoidance of doubt, do not include:
- c. third party manufactured products, and products not supplied by Emesent, including drones (and other non-OEM products and non Emesent Products).
7. To make a claim under this Warranty, please contact your authorised reseller. Alternatively, contact Emesent using the following email address: customer-success@emesent.io
- When making a claim, you must provide us with the operation logs from the Emesent Product and any other applicable evidence of failure of the Emesent Product (such as photos) and any other information and or documentation that we reasonably require.
8. If any materials, parts or features required to facilitate repair or replacement under this Warranty are unavailable or no longer in production, or the model of the Emesent Product is no longer available or in production, Emesent will use its best endeavours to use appropriate equivalent materials, parts, features or models.
9. Where this Warranty does not apply, we may still repair or replace the Emesent Product under separate terms and conditions but this will come at a cost to you as this Warranty will not apply.

Jurisdiction clauses:

Where the customer is a consumer under Australian Consumer Law the following section applies and 'you' means the consumer:

Certain legislation, including the Australian Consumer Law ('ACL') in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Emesent Products which cannot be excluded, restricted or modified ('Statutory Rights'). Nothing in this Warranty excludes your Statutory Rights as a consumer under the ACL.

For major failures, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with products. If a failure with the and Emesent Product does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Emesent Product and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Emesent Product or service.

Where the customer is a consumer under other consumer laws: Emesent Products may come with warranties and guaranties that cannot be excluded by law. This Warranty applies in addition to any rights that you may have under law and is not intended to, in any way, reduce or decrease such rights at law.

Operating Guidelines:

Outdoor Use

You must set the primary navigation mode to SLAM and secondary to GPS or vice versa. You must ensure that the environment has enough features, and the flight height is restricted to approximately 40 metres for surface scans.

Indoor Use

You must set the primary navigation mode to SLAM and secondary to INS. You must ensure not to fly right after blasting was conducted and to avoid heavy dust environments.

Our manual and training documents can be found here:

[Training material for Hovermap Mapping, Plus, and Autonomy](#)

[Hovermap Mapping and Autonomy Payload User Manual](#)