



## **Hemisphere GNSS Service Policy - Outback Guidance**

**Effective date: August 16, 2021**

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**1. Universal Product Warranty Statement**

1.1 The following limited warranty (the “**Warranty**”) applies to after-market products and systems (“**products**”) manufactured or sold by Hemisphere GNSS, their subsidiaries and affiliates (referred to herein as “**HGNSS**”).

**2. General Warranty Terms**

2.1 HGNSS products are guaranteed against defective material and workmanship under normal use and application provided it is used with the HGNSS products, computer products and operating system for which it was designed, for the following periods of time (each a “**Warranty Period**”):

<b>Hemisphere GNSS – Outback Guidance Warranty Periods*</b>	
<b>Product Line:</b>	<b>Warranty Period:</b>
Standard Warranty Period on all products	12 months
Extended Service Plan (Add 24 months to standard.)	24 months
Hydraulic Components, and Hoses	12 months
Repairs	90 days
Off-Warranty Exchange Program	12 Months

2.2 Product Limited Warranty: Unless the limited warranty included with any product covered by these Terms grants different rights to the Buyer, HGNSS warrants to Buyer, and only to Buyer, that the HGNSS products furnished shall be designed and manufactured to conform to HGNSS specifications and all parts are and will be free from defects in material and workmanship for the Warranty Period. During the Warranty Period, HGNSS liability is limited to replacing, repairing, or issuing credit for any product that is returned to HGNSS by the original Buyer freight prepaid and which upon inspection is determined by HGNSS to be defective in materials or workmanship.

2.3 Notwithstanding the above-mentioned Warranty Periods, in the event a longer warranty period is mandated under the laws or regulations of the territory in which the HGNSS product is sold, and that warranty period is applicable to your HGNSS product, said warranty period shall govern.



- 2.4 The applicable Warranty Period shall commence on the date the product is shipped to the original purchaser by HGSS. If registered to end user standard warranty shall reset to the date of registration. If the product is not registered to an end user during the initial standard warranty period, the warranty will end at the of the initial standard warranty period. To be eligible for coverage under this Warranty, a product believed to be defective must be received by HGSS within the Warranty Period.
- 2.5 Disclaimer: EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH IN SECTIONS 2.1 AND 2.2 ABOVE, HGSS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) REPRESENTATION OR WARRANTY OF MERCHANTABILITY; OR (B) REPRESENTATION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED AND WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION, CONDITION OR WARRANTY MADE BY HGSS, OR ANY OTHER PERSON ON HGSS'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 2.1 AND 2.2.

### **3. Warranty Repair Service Policy:**

- 3.1 Warranty Repair Procedure: HGSS reserves the right to refuse warranty services if the date of purchase of the product cannot be proven or if a claim is made outside the Warranty Period. Claims for shipment damage (evident or concealed) must be filed with the carrier. No product may be returned for repair, whether in warranty or out of warranty, without HGSS approval. No credit will be given, nor repairs made to products returned without such approval. Products must be returned, transport prepaid, to the HGSS facility (no C.O.D. or Collect Freight accepted) in accordance with HGSS product return procedures then in effect. Returned products must be received no later than 14 days for US/Canada or 28 days for international after approval.
- 3.2 Warranty Determination of Returned Products: Following HGSS or its authorized representative's examination, warranty or out-of-warranty status will be determined. If upon examination a warranted defect exists, then the product(s) will be repaired at no charge and shipped, prepaid, back to Buyer. Where HGSS elects to replace a product or parts, repair parts and replacement products will be provided on an exchange basis and will be either new, equivalent to new or reconditioned. All replaced parts and products become the property of HGSS. Warranty repairs do not extend the original Warranty Period.
- 3.3 Non-Warranty Determination of Returned Products: Following HGSS examination, Buyer shall be notified of the repair cost of products out-of-warranty. At such time Buyer must issue a valid purchase order to cover the cost of the repair and freight or authorize the product(s) to be shipped back as is, at Buyer's expense.
- 3.4 Non-responsibility for monetary loss or lost data. HGSS shall not be responsible for any modification or damage to, or loss of any programs, data, or other information.



stored or hosted by HGNSS, provided to HGNSS in connection with any service, or stored on any product, including any product serviced hereunder, or for the consequence of such damage or loss, e.g., business loss in the event of hardware, software, program, or data failure. It is the customers responsibility, to backup data and to remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the product to HGNSS. The product will be returned to the customer configured as originally purchased, subject to availability of software.

#### **4. Exclusions**

4.1 This Warranty does NOT extend to products that have been, as determined by HGNSS exercising its sole discretion:

- Misused, abused, modified, improperly maintained, non-certified repaired or serviced by anyone other than an authorized and certified HGNSS Technician.
- Damaged or rendered defective due to accident, act of God, or any other event or condition beyond the control of HGNSS, including but not limited to, accident, fire, water, hazards, atmospheric conditions, and/or the performance/availability of third-party services.
- Damaged or rendered defective as a result of the use of the product in combination with other devices or accessories that are not approved by HGNSS for use with the product.
- Operated or used outside of the environmental specifications of the product.

4.2 Hemisphere will not reimburse labor or service fees accumulated and or charged during and or after Warranty period.

4.3 Hemisphere will not reimburse, or warranty replacement parts purchased externally from Hemisphere GNSS.

#### **5. Governing Law**

5.1 This agreement and any disputes relating to, concerning or based upon the product should be governed by and interpreted in accordance with the laws of the State of Arizona in the United States of America.

#### **6. Repair or Replacement**

6.1 Warranty service may be obtained by contacting HGNSS. Purchaser agrees to insure the product or assume the risk of loss in transit, to prepay shipping charges, and to use the original instrument carrying case and shipping container or the equivalent. Do not send accessories with item returned for repair service unless requested by HGNSS. All Mounting brackets must be removed from product prior to sending to HGNSS for service otherwise, any mounting hardware components attached to returned products will be removed to accommodate repair service and will not be returned to the customer

6.2 Contact [Support@outbackguidance.com](mailto:Support@outbackguidance.com) for proper instructions on returning products.



6.3 If HGSS replaces a product, the Warranty Period for the replacement product will be the longer of 90 days from replacement or the balance of the Warranty Period for the original product.

6.4 HGSS reserves the right to refuse repair of products that have been damaged due to excessive or inappropriate use.

## **7. Advanced replacement of product**

7.1 An advanced replacement will be issued for a failed product that is within 90 days of original purchase date.

7.2 When requesting an SRO for advanced replacement, a PO number or other form of secured payment must be provided to HGSS Support prior to SRO being issued. No advanced replacements will be shipped without a PO number.

7.3 Upon product return to HGSS, the returned product will be evaluated, and a determination will be made, at the sole discretion of HGSS, as to whether the product was misused, abused, improperly handled, or applied improperly. The customer will be responsible for all repairs or have the option to have the product returned and be charged the cost of the advanced replacement and all incurred shipping cost.

## **8. Requesting an SRO**

Visit website at- <https://outbackguidance.zendesk.com/hc/en-us>

Toll-Free Phone: +1 800 247 3808

Phone: +1 785 742 2976

Email: Support@outbackguidance.com

8.1 To have an SRO issued for repair of your product, you will need to provide the product number, serial number, contact info and issue product is experiencing.

## **9. Non- Warranty SRO & Repair Estimates**

9.1 All non-warranty repairs performed by HGSS will be warranted against defects to parts and labor according to general warranty terms in section 2.1.

9.2 For non-warranty repairs, HGSS will provide a written estimate of repair charges within 72 hours after receipt of product. Although we do our best to provide the most accurate first estimate, your estimate could change due to unseen failures or unforeseen circumstances during the estimation and/or repair process.



9.3 HGNSG must have a written approval with deposit or a purchase order to initiate the repair. HGNSG service has a minimum charge which includes diagnostics of **\$250.00 USD** per unit and each additional hour is charged at an hourly rate of **\$120.00 USD**. We allow 30 days from the estimate notification date for the approval. If the repair is not approved within 30 days, the instrument will be returned unrepaired following the “non-Warranty” shipping returns process and a denial fee of **\$250.00 USD** will be invoiced in addition to freight and handling.

9.4 Estimates can be approved in two ways:

- No Verbal authorizations will be accepted.
- By e-mail to [Support@outbackguidance.com](mailto:Support@outbackguidance.com) please include a purchase order for the repair
- By signing the electronic quote sent.

9.5 It is HGNSG policy to complete approved repairs and shipment within 14 days after approval. In some instances, this may be longer due to unforeseen conditions or additional repairs required not seen during the initial troubleshooting. If this happens, a new estimate will be provided, and your repair will be addressed in the most expeditious manner.

9.6 After the completion of repair, the product will be sent to buyer and invoice will be issued.

## **10. Return Material Authorization (RMA) Policy**

10.1 An RMA is used for the return of dead-on arrival (DOA) and products shipped in error at the fault of HGNSG.

10.2 Returns for credit/return items must be authorized by the customer’s account manager. An RMA will be issued to the customer to return the authorized products for credit in original packaging and in new unused condition.

10.3 RMA goods must be received within the following time frames:

- Domestic US and Canada - 14days
- International - 28 days

10.4 Products must be returned to HGNSG in the original packaging and instrument case, including all associated parts and accessories. Missing parts and accessories will be debited from your pending credit.



## **11. Service Life After End-of-Life Production**

### **11.1 Products manufactured by HGNS:**

HGNS will use reasonable efforts to make available technical support for 3 years and service parts for 2 years from production end date.

All products are covered for warranty repair to include parts and labor or replacement during this period (by HGNS decision on case-by-case basis).

### **11.2 HGNS offers:**

Repair of original product based on material availability. (See Section 9 for details of repair)

Sale of new replacement product (pricing on a case-by-case basis)

11.3 This policy only applies to products manufactured by or for HGNS, HGNS has no policy concerning support of products for accessories.

## **12. Hemisphere GNSS Technical Support contact info:**

Technical Support Hotline:

Phone: +1 800 247 3808

Web Portal - <https://outbackguidance.zendesk.com/hc/en-us>

Email- Support@outbackguidance.com