

Emesent Product Warranty

Version: 1.4 2022.09.14

Emesent guarantees our products and devices when purchased through Emesent or an authorized distributor to be free of material and workmanship defects for a period as specified in the plan guidelines.

This warranty includes the device functioning to all noted specifications as per the Operating Guidelines. If a device fails to meet specifications, Emesent or an Emesent authorised service agent will inspect the device under warranty and will repair or replace at our discretion. Acceptance for the return of the device reported defective by the customer does not imply or acknowledge that the product is defective in design or manufacture.

Emesent agrees to warrant a device when it is evident that the pilot has undertaken all required training, applied the correct settings and has flown the device appropriately. In these instances, Emesent will incur the repair costs resulting from flight-incidents for both Hovermap and the drone.

Devices that exhibit exposure to conditions not consistent with unit design or function (as highlighted below under Warranty Exclusions) will not be considered for credit, even though they may be within the warranty repair period.

Operating Guidelines:

Outdoor Use

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

Indoor Use

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

Warranty Exclusions:

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

- any failure to properly clean and maintain the Emesent Product;
- failure to apply correct settings and firmware versions to Hovermap or Drone equipment;
- any defects of any nature arising outside of the Warranty Period, or for which a claim is made outside of the Warranty Period;
- defects in relation to products not supplied by Emesent;
- 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;
- any failure where it is unclear whether the failure is as a result of a non-Emesent Product;
- claims for which you do not follow the claims process detailed in this Warranty;
- reasonable wear and tear;
- 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 repair agent;
- human error in use (for example, incorrect system programming);
- chemical or water damage or where an Emesent Product was flown over, under or through a body of water;
- any failure to use the Emesent Product in accordance with our directions or instructions, or in a way that not in accordance with guidelines or advice (including operating guidelines referred to below);
- any use of any Emesent Product by a person that has not undergone appropriate training and certification, or who is not licenced or permitted to use the Emesent Product;
- any use of any Emesent Product that is not in accordance with any terms and conditions or agreement governing its use;
- 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;
- 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;
- 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;
- 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);
- use of the Emesent Product with other equipment, software or components not supplied or expressly approved by us (included not-approved accessories);

This Warranty is not transferrable in the event of any resale or transfer of Emesent Products.

Emesent Products covered by this Warranty include:

- the Hovermap;
- OEM Hovermap accessories,

and, for the avoidance of doubt, do not include:

- third party manufactured products, and products not supplied by Emesent, including drones (and other non-OEM products and non Emesent Products).

Shipping:

Shipping fees of a damaged Hovermap and/or Drone to Emesent is the responsibility of the customer or reseller. If found to be a valid warranty claim Emesent will cover the cost of return shipping to the customer or reseller. If repairs are not covered under warranty then the customer or reseller will incur the cost of return shipping.

Please Note: Emesent will not cover duties and/or taxes imposed by local government or customs authorities and as such these fees (if any) must be incurred by the recipient.

Claims:

To make a claim under this Warranty, the customer must contact Emesent directly or the supplying reseller. Alternatively, they can contact Emesent using the following email address: customer-success@emesent.io

When making a claim, the customer or reseller 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.

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.

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.