



Hemisphere GNSS Service Policy

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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**”):

Hemisphere GNSS Warranty Periods*	
Product Line:	Warranty Period:
All Products	12 months
Accessories/Parts	90 days
Battery, Battery Charger, Valves, Hoses and Cables	90 days
Repairs	90 days

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. An additional four-month “shelf life period” is added to the standard warranty period for all OEM purchases.



- 2.4 The applicable Warranty Period shall commence on the date the product is shipped to the original purchaser by HGNS. To be eligible for coverage under this Warranty, a product believed to be defective must be received by HGNS within the Warranty Period.
- 2.5 Disclaimer: EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH IN SECTIONS 2.1 AND 2.2 ABOVE, HGNS 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 HGNS, OR ANY OTHER PERSON ON HGNS'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 2.1 AND 2.2.

3. Warranty Repair Service Policy:

- 3.1 Warranty Repair Procedure: HGNS 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 HGNS approval. No credit will be given, nor repairs made to products returned without such approval. Products must be returned, transport prepaid, to the HGNS facility (no C.O.D. or Collect Freight accepted) in accordance with HGNS 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. Warranty Determination of Returned Products: Following HGNS 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 HGNS 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 HGNS. Warranty repairs do not extend the original Warranty Period.
- 3.2 Non-Warranty Determination of Returned Products: Following HGNS 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
- 3.3 Non-responsibility for monetary loss or lost data. HGNS shall not be responsible for any modification or damage to, or loss of any programs, data, or other information



stored or hosted by HGNS, provided to HGNS 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 HGNS. 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 HGNS exercising its sole discretion:

- Misused, abused, modified, improperly maintained, non-certified repaired or serviced by anyone other than an authorized and certified HGNS Technician.
- Damaged or rendered defective due to accident, act of God, or any other event or condition beyond the control of HGNS, 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 HGNS for use with the product.
- Operation outside of the environmental specifications of the product.

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 HGNS. 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 HGNS. All Mounting brackets must be removed from product prior to sending to HGNS 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 TechSupport@hgns.com for proper instructions on returning products.

6.3 If HGNS 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 HGNSS reserves the right to refuse repair of products that have been damaged due to excessive or inappropriate use.

7. Requesting an SRO

Visit website at- support.hgnss.com

Toll-Free Phone: +1 855 203 1770

Phone: +1 480 348 6380

Email: TechSupport@HGSS.com

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

8. Non- Warranty SRO & Repair Estimates

8.1 All non-warranty repairs performed by HGNSS will be warranted for 90 days against defects to parts and labor.

8.2 For non-warranty repairs, HGNSS will provide a written estimate of repair charges within 72 hours after we receive your instrument. 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.

8.3 We must have a written approval with deposit or a purchase order to initiate the repair. HGNSS service has a minimum charge which includes diagnostics of **USD\$250.00** per SRO and each additional hour is charged at an hourly rate of **USD\$120.00**. 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 unrepared following the “Non-Warranty” shipping returns process and a denial fee of **USD\$250.00** will be invoiced in addition to freight and handling.

8.4 Estimates can be approved in two ways:

- By e-mail to TechSupport@hgnss.com please include a purchase order for the repair
- By signing the electronic quote sent via RightSignature

No Verbal authorizations will be accepted.

8.5 It is HGNSS policy to complete approved repairs and ship within 14 days of repair



approval and PO number being provided. 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.

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

9. Return Material Authorization (RMA) Policy

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

9.2 Returns for credit/return items must be authorized by the customer's account manager. Then a RMA will be issued to the customer who can return the authorized products for credit in original packaging and in new unused condition.

9.3 RMA/DOA Goods must be received within the following time frames:

Domestic US and Canada - 14days

International - 28 days

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

9.5 Products must be returned to HGNS in **NEW** condition in the original packaging.

9.6 Contact your Account Managers

for RMA authorization.

10. Advanced replacement of product

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

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

10.3 Upon product return to HGNS, the returned product will be evaluated, and a



determination will be made, at the sole discretion of HGNSS, 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.

11. Service Life After End of Life Production

11.1 Products manufactured by HGNSS:

HGNSS 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 HGNSS decision on case by case basis).

11.2 HGNSS offers:

Repair of original product based on material availability refurbished products, new 6-month warranty will apply

Sale of similar new product if product is still in production (pricing on case by case basis)

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

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

12. Requesting Onsite Support and Fees

12.1 Submit all requests for onsite support or training to the HGNSS Tech Support Portal at support.hgnss.com or by calling the Technical Support Manager. (See contacts section 13)

12.2 Cost of services will be billed out at **USD\$1,700** per day (not including travel expenses). 3-day minimum for all North/South America travel and 4-day minimum for all other International travel. The travel related expenses and arrangements will be discussed and agreed by the customer in advance.

12.3 The customer will receive a formal quote which must be signed and returned to HGNSS with a Purchase Order before dates will be confirmed and any travel booked.



Please contact our Technical Support Team for more details.

13. Hemisphere GNSS Technical Support contact info:

Technical Support Hotline:

Phone: 1-855-203-1770

Web Portal - support.hgnss.com

Email- TechSupport@hgnss.com

Technical Support Manager:

Email – TechSupportMgr@hgnss.com