



Hemisphere GNSS Service Policy

Effective date: October 18, 2021

Table of Contents

1. Universal Product Warranty Statement
2. General Warranty Terms
3. Warranty Repair Service Policy
4. Exclusions
5. Governing Laws
6. Repair or Replacement
7. Requesting a Service Request Order (SRO)
8. Repair Estimates
9. Return Material Authorization (RMA) Policy
10. Advanced Replacement
11. Service Life After End-of-Life Production
12. Request for Onsite Support and Fees
13. Nonconformance Services
14. Hemisphere Technical Support and Quality Control Contacts



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 returned to and 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.

2.6 Australia Residents: There are guarantees that are implied under Australian Consumer Law that may apply to the products supplied to a Buyer (the "AU Guarantees"). Should the AU Guarantees apply to the Buyer, then these AU Guarantees are not included in the disclaimers and exclusions specified in Section 2.5. For products supplied (including software), the products come with AU Guarantees that cannot be excluded under the Australian Consumer Law and the Buyer is entitled to replacement or refund for a major failure and compensation or any other reasonably foreseeable loss or damage. Buyer is also entitled to have the products repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In the case of software, the repair of products may not be practicable, and a replacement will be provided if that is the case. For any AU Guarantee related issues please contact support@hgns.com.

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.

3.2 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.

3.3 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.

3.4 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 customer's 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.
- Operated 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 HGNS. Purchaser agrees to ensure 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 Support@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 HGNS 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 HGNS Support prior to SRO being issued. No advanced replacements will be shipped without a PO number.

7.3 Upon product return to HGNS, the returned product will be evaluated, and a determination will be made, at the sole discretion of HGNS, 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://hemispheregnss.zendesk.com/hc/en-us/requests/new>

Toll-Free Phone: +1 855 203 1770

Phone: +1 480 348 6380

Email: Support@hgns.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 HGNS will be warranted for 90 days against defects to parts and labor.

- 9.2 For non-warranty repairs, HGNS 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.

- 9.3 HGNS must have a written approval with deposit or a purchase order to initiate the repair. HGNS service has a minimum charge which includes diagnostics of **USD\$250.00** per unit and each additional hour is charged at an hourly rate of **USD\$120.00**. HGNS allows 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 **USD\$250.00** will be invoiced in addition to freight and handling.

- 9.4 Estimates can be approved in two ways:

- By e-mail to Support@hgns.com please include a purchase order for the repair
- By signing the electronic quote sent.

No Verbal authorizations will be accepted.



9.5 It is HGNS policy to complete approved repairs and shipment within 14 days of 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 HGNS.

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

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

Domestic US and Canada - 14days

International - 28 days

10.4

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 HGNSS, HGNSS has no policy concerning support of accessories for products .

12. Hemisphere GNSS Technical Support contact info:

Technical Support Hotline:

Phone: 1-855-203-1770

Web Portal - <https://hemispheregnss.zendesk.com/hc/en-us/requests/new>

Email- Support@hgns.com