SALE TERMS

These Sale Terms, together with our General Terms, apply to all Hardware sold to you, our customer (You, Your) by any of **Nodestream Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley, Western Australia, Australia, **Nodestream Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, **Nodestream Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia, and **Nodestream Europe Limited** (Reg No. 772155) of Suite 4, Eden Gate Centre, Delgany, Greystones, Wicklow, A63WY44, Ireland (**Us, We, Our, Nodestream**). These Sale Terms are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and Us. If there is any inconsistency between these Sale Terms and the General Terms, the terms of these Sale Terms shall prevail.

1. Definitions

1.1. Capitalised terms have the meaning given to them below, throughout these Sale Terms, and/or in our General Terms:

Collection Point means the collection point for the Hardware notified by us to You by invoice, email and/or packing slip.

Satellite Equipment means any equipment in the nature of satellite, terrestrial or wireless equipment or otherwise described by us in our Quote as such.

Satellite Equipment Warranty Period has the meaning given to it in clause 9.1.

Specifications has the meaning given to it in clause 9.1

Temporary Replacement has the meaning given to it in clause 7.4.

Third Party Hardware means any Hardware provided to You by us that has been developed or manufactured by a third party provider.

2. Purchase, delivery, and collection of Hardware

2.1. You may purchase Hardware by submitting an Order to us, or from our online e-commerce store.

2.2. At the point of purchase for online orders or as nominated in an Order when you submit an Order to us, you will choose whether Your purchased Hardware will be collected by You or Your nominated agent from the Collection Point or whether it will be delivered to Your nominated location through us by our delivery partner. Where you opt for delivery, such costs will be incorporated into the invoice for your purchase.

2.3. Within 48 hours of placing an Order directly with us or via our online e-commerce store, You will receive:

(a) our invoice; and

(b) an Order confirmation email to confirm Your Order details, including shipping and/or collection details and estimates for timing.

2.4. If You choose to have Your Hardware delivered, the following applies.

(a) You will receive a shipment notification by email when the Hardware leaves our warehouse. The shipment notification will include the carrier name, tracking number and an estimated delivery date. You may click the tracking number to track Your Hardware via the carrier's website.

(b) Delivery times are estimates only and may vary according to Your nominated delivery address and/or due to acts or omissions of carriers and we will not be in breach of this Agreement or liable to you for any loss if You do not receive any Hardware by any estimated dates.

(c) Delivery is determined complete as recorded via our carrier.

2.5. If You choose to collect Your Hardware from the Collection Point, the following applies.

(a) You will receive a notification email when Your Hardware is ready for collection. The notification email will include the Collection Point details and available times during which Your Hardware may be collected.

(b) You must collect Your Hardware within 5 business days of the notification.

2.6. You agree that if you fail to collect Your Hardware within in accordance with clause 2.4 or a carrier is unable to deliver Your Hardware to you due to your act or omission, then we reserve the right to reattempt delivery and/or remove Your Hardware from the relevant Order and resell Your Hardware in our discretion and you will be liable for:

(a) any costs for reattempted delivery;

(b) all reasonable storage costs for Your Hardware until such resale.

Where You have paid for Your Hardware, Nodestream will refund the amounts paid less the amounts referred to above.

3. Risk and title

3.1. Risk of loss or damage to the Hardware passes to You:

(a) if you are collecting the Hardware, on the earlier of the date on which:

(i) the Hardware is collected by You; or

(ii) the date which we notify You the Hardware is available for collection; or

(b) if Nodestream is arranging delivery of the Hardware, at the time delivery is registered at the nominated delivery address by Nodestream's carrier.

3.2. Ownership and title of the Hardware passes to You when we receive full payment for the Hardware.

4. Our Software Licence

4.1. You acknowledge that:

(a) the Hardware cannot operate without Our Software, therefore you must have a licence to use Our Software under the Agreement in order to operate the Hardware; and

(b) Your access to, and use of, Our Software is in accordance with the Software Product Terms.

5. Operation of Hardware

5.1. We may supply Operation Guides for the Hardware.

5.2. You are responsible, at Your cost, for installation, configuration, and use of the Hardware by You and on Your behalf in accordance with the Operation Guides and our reasonable directions, including all associated costs.

5.3. You must comply with, and ensure anyone using or operating the Hardware on your behalf including Your End Users complies with, the Operation Guides and any directions, instructions, training, and manuals issued or provided by us in relation to the use of the Hardware.

6. Warranty

6.1. This clause does not operate to exclude or limit any obligations Nodestream has to You in respect of the Hardware under any applicable laws, including any consumer laws.

6.2. We offer Our Global 12-Month Limited Warranty for Hardware, other than Third-Party Hardware. Our Global 12-Month Limited Warranty, can be found at Nodestream.technology/terms-and-conditions, as amended from time to time. The warranty against defects for Third-Party Hardware is dealt with in clause 9. Where the law applicable to You requires a warranty or guarantee period longer than 12 months, the period required by that law applies instead.

7. Non-warranty repairs

7.1. Other than Defects which are covered in clause 6 or by our Global 12- Month Limited Warranty or by any applicable warranty referred to in clause 9, we will repair, and provide replacements parts for, the Hardware at Your request in accordance with this clause 7.

7.2. You:

(a) must return any Hardware You wish to be repaired to an address nominated by us; and

(b) are responsible for all costs (including transport and delivery costs) associated with the return of the Hardware to us for repair, the return of the Hardware back to You following repair and the delivery and return of any Temporary Replacement(s) in accordance with clause 7.4.

7.3. Subject to Your rights under the applicable law, clause 5 and the warranty provided in clause 6.1, we will carry out the repairs and invoice You for any repairs, maintenance and replacement parts Hardware and for any modifications of the Hardware You request, at our then-current rates plus reasonable expenses.

7.4. To the extent possible and subject to availability, we may provide You replacement(s) for the Hardware undergoing repair with the same or similar functionality on a temporary basis (**Temporary Replacement**). You must immediately return any Temporary Replacement(s) to us following the return of the Hardware to You.

7.5. Risk of loss or damage to the Temporary Replacement(s) passes to You:

(a) if you are collecting the Temporary Replacement(s), on the earlier of the date on which:

(i) the Temporary Replacement(s), is collected by You; or

(ii) the date which we notify You the Temporary Replacement(s), is available for collection; or

(b) if Nodestream is arranging delivery of the Temporary Replacement(s), at the time delivery is registered at the nominated delivery address by Nodestream's carrier.

7.6. Risk of loss or damage to the Temporary Replacement(s) returns to Nodestream when the Nodestream accepts the return of the Temporary Replacement(s) into its possession.

7.7. Ownership and title in the Temporary Replacement(s) remains with us at all times.

7.8. You must not cause the Temporary Replacement(s) to become an accession or fixture or take any other action with respect to the Temporary Replacement(s) that would create an interest in the Temporary Replacement(s) for any other person. You must not mortgage, charge, encumber or otherwise grant a security interest in the Temporary Replacement(s) to.

7.9. You must not remove or obscure any sign, tag, tamper evident seal or other form of notice affixed to the Temporary Replacement(s) by us:

(a) indicating our ownership of the Temporary Replacement(s) to; or

(b) to provide safety information.

8. Termination

8.1. Upon termination or expiry of the Agreement, any Temporary Replacement(s) in Your possession must be returned to Nodestream and you acknowledge that the Hardware will no longer function to the extent that Your licence to use Our software also terminates or expires.

9. Third-Party Hardware

9.1. This clause does not operate to exclude or limit any obligations Nodestream has to You in respect of any Third Party Hardware under any applicable laws, including any consumer laws.

9.2. You acknowledge and agree that the Hardware you purchase from us may be Third Party Hardware.

9.3. If the Hardware You are purchasing from us is Third-Party Hardware, then, to the fullest extent permitted by law, you acknowledge and agree as follows.

(a) The only guarantee or warranty that we can give is a guarantee or warranty from the original manufacturer or supplier of the Third-Party Hardware.

(b) We make no representations or warranties in relation to, and does not accept any liability for, any Third Party Hardware.

(c) Clauses 4, 6 and 7 of these Sale Terms do not apply to Third-Party Hardware.

(d) Support services in respect of the Third Party Hardware are provided by the original manufacturer or supplier and not Nodestream. However, Nodestream may optionally provide services and support which offer additional or enhanced support, in which case such Services will form part of the Agreement between us and You.

(e) Should the provider of the Third-Party Hardware modify or change that Third Party Hardware in any way, we cannot warrant the continuing compatibility of the Third Party Hardware with Our Software.

(f) We may generate and provide usage reports to the relevant owner of the Third Party Hardware for the purposes of account administration and product evaluation.

(g) You will indemnify and hold us harmless from and against all liability claims, actions, losses (including damage to property and personal injury) and expenses (including attorneys' fees) arising out of or relating to Your use of any Third Party Hardware.