GLOBAL 12-MONTH WARRANTY

Applicability of warranty

1. This warranty against defects is offered by **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, (**Nodestream**).

   Nodestream offers a warranty against defects for all Nodestream products (together, the **Products**) purchased from it or its authorised resellers:

2. This warranty is valid in each country in which Nodestream or its authorised resellers supply the Products, for all Products sold after 5 October 2021. If a subsequent version of this warranty is published, the terms of that warranty will apply to Products sold after the date specified in the subsequent version.

3. This warranty only applies to the end-user who purchased the Product from Nodestream, or a Nodestream authorised reseller, for their own use and put the Product into use for the first time (**You**).

4. This warranty is in addition to any rights and remedies that You may have under any mandatory applicable law. These rights will vary from country to country, and may even vary within countries (e.g., from state to state, or province to province). Other than as permitted by mandatory applicable law, Nodestream does not exclude, limit, or suspend these rights and remedies. Where Nodestream is permitted to limit its liability under applicable law, to the extent permitted by that law, this warranty sets out Nodestream's complete liability regarding the Products and Nodestream excludes all other warranties, terms, and remedies whether oral, written, statutory, express, or implied.

Coverage and Warranty Period

5. Nodestream warrants that the Products will be free from defects for 12 months (**Warranty Period**) from the date of purchase of the Products from Nodestream or a Nodestream authorised reseller. Where the law applicable to You requires a longer minimum warranty, guarantee or conformity period, that longer period applies in place of 12 months.

6. If the Product fails to comply with the above warranty during the Warranty Period, Nodestream will, at its sole option, repair or replace the Product in accordance with this warranty.

Entitlement to claim under this warranty

7. To be entitled to make a claim under this warranty, You need to:

   a. follow the procedure set out below in sections 10 and 11; and

   b. contact Nodestream if You purchased the Product from us or the Nodestream reseller from whom You purchased the Product within a reasonable time after the defect appears.

8. You are not entitled to make a claim under this warranty if the relevant Product does not have its original product labels and serial numbers or the labels or numbers are illegible.

Warranty claim procedure and costs

9. If You wish to make a claim under this warranty, You need to contact Nodestream if You purchased the Product directly, or the Nodestream reseller from whom You purchased the Product, provide proof of purchase (Your invoice), contact details and the date of purchase of the Product.

10. Nodestream will arrange for the Product to be inspected and/or tested (we will do this ourselves or arrange for our reseller to do so). You will be informed whether this will occur on-site or whether the Product must be sent elsewhere for testing and assessment.

11. If Nodestream determines, acting reasonably, that You have a valid warranty claim, Nodestream will organise for the repair or replacement of the Product or any component in accordance with this warranty.

12. Other than transport costs (as set out in sections 14 and 15 below), any expenses incurred in the making of a claim under this warranty will be borne by You.

Exclusions

13. This warranty does not apply to defects, damage or malfunction caused by:

    a. any person or carrier after the Product has left the collection point. The collection point means the collection point for the Product notified by Nodestream or the Nodestream reseller by invoice, email or packing slip;

    b. repairs or modifications to the Product performed by someone other than Nodestream or its authorised repair agents, or otherwise without the prior written consent of Nodestream;

    c. abuse, malicious acts, misuse or abnormal use, accident (including liquid contact) or negligent acts or omissions;

    d. any external or environmental causes or force majeure events, including power failures or surges, pollution, explosion, lightning, fire, smoke, charring, flood, hail, high snow loads or any other natural disaster, pest damage, actions of third parties, and any other events outside Nodestream's control;

    e. use of parts or accessories not supplied by Nodestream, its authorised resellers or its authorised repair agents;

    f. failure to install, operate and/or maintain the Product (including incorrect use of cables) in accordance with the applicable operation guides supplied with the Product or any instructions or directions given by Nodestream or its authorised reseller;

    g. wear and tear, including from constant use;

    h. weather or other adverse conditions, including corrosive atmospheric conditions e.g. salt, ocean spray, dust storms;

    i. cosmetic defects; or

    j. specifications or designs in relation to the Product which have been stipulated by You.

Transport costs

14. If Nodestream determines that the defect in the Product is covered by this warranty, the costs of any transport associated with the remedy chosen by us will be borne by Nodestream.

15. If Nodestream determines that the defect in the Product is not covered by this warranty, You will be responsible for the reasonable costs of any transport associated with the return of the Product to You.

Replacements and repairs

16. Nodestream may use new, used, remanufactured, or refurbished parts or products when repairing or replacing any Product under this warranty. Any exchanged or replaced parts or Products will become the property of Nodestream. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired.

17. The Warranty Period of a Product remains unchanged (and is not extended) if we repair or replace it under this warranty. This does not affect any rights You may have under the Australian Consumer Law in relation to the replaced or repaired Product (see the section below entitled "The Australian Consumer Law" for further details). It also does not affect any rights You may have under mandatory applicable law in Your country in relation to the repaired or replaced Product.

Our liability

18. To the extent permitted by law, this document sets out Nodestream's entire liability under this warranty.

Nodestream's contact details

19. Please contact us if you have any questions about this warranty.

E-mail: support@nodestream.tech

For purchasers in Australia

20. This section applies if the Product was purchased in Australia and you are a "consumer" as defined in the Australian Consumer Law (that is, if the Product You purchased costs less than $100,000).

21. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

22. Nodestream provides this warranty in addition to your rights under the Australian Consumer Law.

23. Where You have rights under the Australian Consumer Law and Nodestream supplies the Product to You, Nodestream limits its liability in accordance with the Australian Consumer Law to:

    a. replacing or repairing the goods, or paying the cost of replacing or repairing the goods; or

    b. supplying equivalent goods or paying the cost acquiring equivalent goods.

For purchasers in the United Kingdom

24. This section applies if the Product was purchased in the United Kingdom and You deal as a consumer.

25. Under the Consumer Rights Act 2015, goods supplied to a consumer must be of satisfactory quality, fit for purpose and as described. If they are not, You have statutory remedies, which include a short term right to reject, a right to repair or replacement, and a right to a price reduction or a final right to reject. Those rights are in addition to this warranty and are not limited by it.

26. Nothing in this warranty affects Your statutory rights, and the period within which You may bring a claim under those rights is set by law rather than by the Warranty Period.

For purchasers in the European Union

27. This section applies if the Product was purchased in a European Union member state and You deal as a consumer.

28. Under Directive (EU) 2019/771 as implemented in the member state in which You are resident, the seller is liable for any lack of conformity which exists at the time of delivery and which becomes apparent within two years of delivery, and a longer period may apply under the law of that member state. Those rights are in addition to this warranty and are not limited by it.

29. Nothing in this warranty affects Your statutory rights.