

HWM Global Fair Use Policy

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1. Purpose

This Fair Use Policy defines the acceptable operating conditions, usage parameters, installation requirements and customer responsibilities for HWM connected monitoring products.

The purpose of this policy is to:

- provide customers with clear and transparent expectations on how HWM products must be used
- protect product performance, battery life, service quality and warranty exposure
- define the circumstances in which warranty may be limited or void, including where products are subject to physical damage, poor installation, misuse, or operation outside agreed usage parameters
- support consistent commercial, contractual and service decisions across HWM and its channel partners

Physical damage to a product that has caused or contributed to the failure of the unit is considered outside fair use and will void the warranty of the affected unit in full. This includes damage to the housing, cables, connectors or any external component where HWM's inspection identifies a causal or contributory link between the damage and the reported failure.

Cosmetic damage, general wear and superficial marking consistent with the product's operating environment will not, on its own, void the warranty of the affected unit.

2. Scope

This policy applies to all customers, end users, channel partners and distributors purchasing or operating products, from the publication date shown in the document control table, unless a specific fair use arrangement is agreed within an existing framework contract.

This policy applies to the following HWM product families: Intelligens, Intelligens with external battery, ISLog, LX2 and SU. Additional product families will be added in future revisions.

3. Definitions

For the purposes of this policy, the following definitions apply:

- **"HWM"** means HWM-Water Limited (trading as HWM Global) and its subsidiaries.
- **"Product" / "Unit"** means an HWM connected monitoring product within the scope of this policy.
- **"User manual"** means the version of the applicable HWM user manual for the product that was current on the HWM website at the date of sale.
- **"Datasheet"** means the version of the applicable HWM product datasheet that was current on the HWM website at the date of sale.
- **"Date of sale"** means the date of HWM's order acknowledgement or dispatch, whichever is earlier.
- **"Point of installation"** means the date on which the product is deployed by the customer or their agent at the intended site.
- **"Customer"** means the party purchasing the product from HWM, whether an end user, channel partner or distributor.
- **"Incoterms®"** means the international commercial terms published by the International Chamber of Commerce, in the version applicable at the date of sale.

4. Policy principles

HWM products are designed, manufactured and warranted on the basis of defined operating assumptions. Product performance, including battery life, communication behavior, service life and warranty cover, is dependent on the product being used within those assumptions.

Published battery life figures are based on operation within fair use parameters, including the agreed dial rate, alarm rate, product orientation, signal environment and environmental conditions. Operation outside these parameters will significantly reduce battery life and may not be covered under warranty.

This Fair Use Policy:

- is a standalone, customer-facing document
 - forms part of HWM's contractual position alongside published terms and conditions and individual quotations or frameworks
- is treated as a living document and updated as products, services and operating assumptions evolve

5. Fair use requirements

Customers must operate HWM products within the parameters defined for each product family, including:

5.1. Usage parameters

The fair use usage parameters for each HWM product family are agreed with the customer at the point of sale and are recorded in the order acknowledgement or applicable framework contract. These parameters include, but are not limited to, log rate, call rate, alarm call rate and, where applicable, audio uploads and data usage.

Where no specific values have been agreed at the point of sale, HWM's standard configuration for the product will apply. Standard configurations are set with reference to HWM's engineering guidance and are designed to deliver a reasonable balance between product performance, battery life and warranty cover.

Customers wishing to operate outside the agreed usage parameters must contact HWM in advance. Operation outside the agreed parameters may materially affect product performance, battery life and warranty cover.

5.2. Physical condition

Products must be free from physical damage caused by the customer, their agents or their installation methods. This includes the unit housing, cables, connectors and any associated external hardware.

5.3. Installation

Products must be installed in accordance with the HWM user manual for the relevant product, available from the HWM website. This includes:

- correct product orientation
- sitting in a location that supports reliable product communication
- safe and appropriate mechanical installation
- safe handling and transport by the customer or their agent following delivery

Where a warranty claim or fair use dispute arises and installation compliance is in question, HWM may request installation records, photographs or other evidence from the customer to demonstrate that the product was installed in accordance with the applicable user manual. HWM reserves the right to determine the outcome of the assessment based on the evidence provided and its own inspection findings.

5.4. Software and firmware

HWM releases firmware and software updates from time to time. Updates are classified as either mandatory or recommended.

Mandatory updates address safety, security, regulatory compliance or known critical product issues. Customers must apply mandatory updates within 90 days of notification by HWM. HWM will notify customers of mandatory updates via the IDT app, the HWM support webpages and, where appropriate, direct communication. Products that have not received mandatory updates within the notification window may not be covered under warranty in respect of issues addressed by that update.

Recommended updates address non-critical improvements, feature additions or edge-case fixes. Customers are encouraged, but not required, to apply recommended updates.

Non-standard configurations are settings that materially change the product's expected operating profile. For example, calling rates, alarm rates, data usage or notification volumes beyond the agreed or default parameters, or the activation of features flagged by HWM as outside standard use. Where a customer activates such a configuration, the IDT app will present an on-screen acknowledgement, which will be logged. Activation of a non-standard configuration may void the product warranty in respect of any resulting failure, unless HWM determines the issue is attributable to an HWM fault.

5.5. Environmental conditions

Products must be operated within the environmental conditions defined in the product datasheet and user manual.

6. Examples of operation outside fair use

The following are examples of operation outside fair use. The list is not exhaustive.

6.1. At Point of Installation

The following must be verified by the installer before the product is left on site. Where these are not addressed at the point of installation, the product is considered to be operating outside fair use:

- Installation in the incorrect orientation, contrary to the user manual.
- Installation or continued operation in a location where the signal environment results in persistent failed communications, repeated communication retries, or abnormal power consumption is considered outside fair use.
- Damage caused by poor installation practice, including incorrect mounting, incorrect sealing, or incorrect cable routing.

- Installation in environmental conditions outside those specified in the product datasheet and user manual.

Failure to follow the HWM user manual for the product, available from the HWM website.

6.2. During ongoing operation

The following are examples of operation outside fair use during the in-service life of the product:

- Configuring a unit to exceed the agreed or default dial rate, alarm rate, data usage or notification volume.
 - Enabling critical alarms or other configurations that alter the standard product operating profile, where this has not been agreed with HWM.
 - Failure to apply firmware updates released by HWM.
- Operation outside the environmental conditions specified for the product.

6.3. Handling, transport and storage

The following are examples of operation outside fair use related to physical damage:

- Physical damage to the unit, housing, cables or connectors, including damage caused by poor handling, transport, drops, impact or unsuitable storage by the customer or their agent after delivery.
- Damage caused by poor handling or careless transport of the product by the customer.

7. Warranty and fair use

Warranty cover applies to products operated within HWM's published specifications, the user manuals and this Fair Use Policy. In the absence of a specific HWM agreement, the standard warranty period is 12 months from dispatch.

7.1. Breach of fair use

Where a product is found to have been used outside fair use, including any physical damage to the unit:

- the warranty on the whole unit is void
- HWM will inspect the product and provide a quotation for repair or replacement
- the customer has 4 weeks from issue of the quotation to accept it
- Where the quotation is not accepted within 4 weeks, the product will be scrapped and a scrappage charge will be added to the customer's next invoice, unless alternative disposal terms have been

agreed with HWM in writing. By purchasing HWM products, the customer accepts that the scrappage charge is an authorised charge under this Fair Use Policy. Where possible, HWM will apply the charge to the customer's next purchase invoice. Where no further purchase is expected, HWM will issue a standalone invoice. A separate Purchase Order is not required for the scrappage charge to be raised.

7.2. HWM responsibility for product condition

HWM's responsibility for the physical condition of a product ends at the point at which risk transfers to the customer, as defined by the Incoterms® specified in the applicable contract, quotation or order acknowledgement. Where no Incoterms® have been specified, the default position is Ex Works (EXW), meaning HWM's responsibility ends when the product is made available for collection at HWM's premises.

Where products are sold via a channel partner or distributor, HWM's responsibility ends at the point of delivery to the partner. The partner is then responsible for any further delivery and transport to the end customer (see Section 8).

Damage occurring after the point of risk transfer is the responsibility of the customer.

8. HWM rights and controls

HWM reserves the right to:

- visually inspect any returned or in-field product to assess the physical condition of the housing, cables and external components
- record and retain evidence of physical damage, poor installation or other use outside fair use, including photographs and inspection reports
- assess product configuration, usage history and alarm settings to determine compliance with this policy
- notify customers where usage patterns or product condition indicate breach of fair use
- void warranty, issue chargeable repair or replacement quotations, scrap unaccepted units and apply the scrappage charge as set out in section 6
- update the values, examples and requirements in this policy from time to time as product families, specifications and operating assumptions evolve

9. Loss, theft and unauthorised use

HWM products and associated SIMs may be exposed to loss, theft or unauthorised use during transit, storage, installation or in-service operation. This section sets out HWM's position on these scenarios.

9.1. Theft or loss in transit

Responsibility for loss or theft of products in transit follows the Incoterms® specified in the applicable contract, quotation or order acknowledgement (see Section 6.2). Where products are lost or stolen after the point of risk transfer, replacement units must be purchased by the customer at the prevailing list price. HWM is not liable for the cost of stolen or lost units after risk transfer.

9.2. Theft or loss after delivery

Where a product is stolen, lost or removed from its installed site after delivery to the customer, this is considered outside fair use and outside warranty. Replacement units must be purchased by the customer at the prevailing list price.

9.3. SIM theft, cloning or unauthorised use

Where the SIM card fitted to an HWM product is removed, stolen, cloned or otherwise used for purposes other than its intended HWM application:

- HWM reserves the right to disable or suspend any SIM where HWM has reasonable grounds to suspect unauthorised use, theft, loss, cloning or tampering
- Where HWM disables or suspends a SIM on the basis of suspected unauthorised use, HWM will notify the customer as soon as reasonably practicable and provide an opportunity to confirm the position or arrange reinstatement
- Where a suspension is confirmed as being in error, HWM will reinstate the SIM at no cost to the customer
- The affected unit will no longer dial in or transmit data and will be considered outside fair use for the period of suspension
- Any data, connectivity or roaming charges incurred as a result of the unauthorised use will be passed to the customer

The customer must notify HWM within 24 hours of identifying any suspected SIM theft, loss or unauthorised use

9.4. SIM cancellation and notice period

Where a customer wishes to retire or cancel a SIM provided by HWM, a minimum of 30 days' written notice must be given to HWM. In the absence of such notice, the SIM contract will continue on a rolling basis and remain billable to the customer until the notice period has been served.

9.5. Customer notification

Customers must notify HWM in writing of any confirmed or suspected theft or loss as soon as practicable, and in any event within **24 hours** of the event being identified, to support investigation, SIM management and replacement processes.

10. Channel partners and distributors

Where HWM products are sold through a distributor or channel partner, the distributor is responsible for holding the end customer accountable to this Fair Use Policy.

Distributors and channel partners must ensure that:

- this policy is communicated to end customers at the point of sale
- the agreed dial rates, alarm rates, data usage and notification volumes are recorded at the point of sale

HWM is supported in any inspection, investigation or enforcement activity required under this policy

11. Exceptions

Any exception to this policy must be agreed in writing by HWM in advance. Exceptions may be subject to alternative pricing, revised warranty terms, a service agreement or a product-specific commercial arrangement.

Where an existing framework contract contains specific fair use terms, those terms take precedence for the duration of the framework.

12. Version Control

Version Control			
Version	Author	Date	Changes
1	Thomas Burke	03/07/2026	New FUP