

# NAVTECH SYSTEMS Ltd

Leading Providers of Real Time GPS Encoding and Microwave Link Systems

## GENERAL TERMS AND CONDITIONS 2009

**TERMS:** This offer is subject to Navtech Systems Ltd's., (Navtech) "Conditions of Sale" (January 1997) which are available on request. It is also subject to the following supplementary terms. In the event of any conflict between the two, the following terms shall prevail.

**DELIVERY:** Ex-Works UK normally within the delivery period stated on the quotation applicable to the product or services desired after acceptance of your official written order by this office - or, to meet a delivery programme previously agreed between us in writing. Despatch of equipment from our works will be dependent upon prior satisfactory acceptance and / or fulfilment of any payment terms agreed between us.

**INSTALLATION:** Unless stated otherwise in any written Contract between us, no form of installation of equipment, software or systems is allowed for unless specifically quoted. We would be pleased to provide prices for any necessary customisation, installation, commissioning, training and support separately if so requested.

**WARRANTY:** Navtech Systems Ltd., manufactured products are warranted for defective components and / or workmanship under the following conditions:- 1. The Warranty period is for 12 months from the date of our original invoice to the client. 2. The Warranty will be invalidated if Navtech Systems Ltd's operating instructions for the relevant product are not strictly adhered to. 3. In the event of a claim under the terms of this Warranty, the suspect goods must be returned to the Navtech Systems Ltd's offices in Sulby (UK) at the owner's expense. 4. If evidence of damage or abuse to the relevant product is found or if the product has been opened, altered, dismantled or unauthorised personnel have attempted repairs then this Warranty will be invalidated. 5. This Warranty requires that all factory serial numbers and other labels must remain affixed to the relevant product. 6. After repair or replacement under the terms of this Warranty, the goods will be returned to the owner at Navtech Systems Ltd's expense. 7. The Warranty of all goods that are supplied but not manufactured by Navtech Systems Ltd., will be subject to the Warranty of the original manufacturer of those goods, where that manufacturer's unexpired Warranty will be passed-on to Navtech Systems Ltd's client(s). 8. The Conditions under which the product was sold will apply throughout. These conditions of Warranty do not affect your statutory rights. Extended warranty and software maintenance terms are available on request.

**INTELLECTUAL POPERTY:** The intellectual property of all items designed, developed and manufactured by Navtech Systems resides with Navtech. The payment of Non Recurring Engineering (NRE) charges by a customer does not confer any rights to the intellectual property of any designs which emanate directly or indirectly from the development. As part of any contract, whether it includes the payment of NRE or not, the customer must accept without reservation that Navtech is the rightful owner of all intellectual property rights for products which are supplied under contract. The customer must not copy, or allow any third party to copy the designs of any of Navtech System's products.

### **NRE Policy Statement**

#### ***Included in NRE Charge:***

Payment for prototype materials  
Testing of the prototypes to the customer's specifications  
Project administration including Customer liaison, visits and reports

#### ***Not included in NRE Charge:***

Design origination activities  
IPR in any form including copyright  
Manufacturing rights  
Information regarding design or manufacturing materials, methods or techniques

**PAYMENT:** Payment will normally be required in £ Sterling, Euros or US dollars before despatch of any item. In some cases, 30 day credit terms or progress payment schedules can be negotiated. Prices marked \* are offered on a strictly net basis, other prices are negotiable for volume requirements over a pre-determined period.

**TAXES:** Navtech Systems Ltd's prices exclude VAT and any and all other taxes and / or duties which may be applicable.

**DUTIES:** Any such additional costs are for the client's direct account.

**VALIDITY:** These prices are subject to confirmation and are thereafter valid for a period of 30 days, commencing upon the date of the particular confirmation notification. Subsequent to that period, they again fall subject to confirmation.

**CHANGES:** Navtech Systems Ltd., reserves the right to alter its prices (unless they are the subject of a validity confirmation) and the specifications of its equipment at any time without prior notice.



**NAVTECH SYSTEMS Ltd**

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