

## KONGSBERG MESOTECH LTD.

### Standard Terms and Conditions (CAD)

Effective April 1, 2012

1. Unless otherwise specified, all prices are in CAD funds, INCOTERMS 2010 FCA Kongsberg Mesotech Ltd., Port Coquitlam, British Columbia, Canada and are exclusive of freight, insurance, brokerage fees, duties, customs fees and taxes.
2. Ownership and responsibility for the goods transfers to the purchaser when the goods leave the Kongsberg Mesotech Ltd premises.
3. Freight, insurance, brokerage fees, duties, customs fees and taxes may be quoted upon request.
4. All prices and specifications are subject to change without notice.
5. Minimum order value is \$200.00 Net CAD Funds.
6. A re-stocking fee of 15% of the net invoice value is applicable on all products returned to Kongsberg Mesotech Ltd. A Return Material Authorization (RMA) number will be required prior to returning any goods. No goods will be accepted after 60 days of invoicing. A special authorization will required for any goods past that date.
7. Freight Charges
  - All product/equipment returned under warranty shall have freight and brokerage charges "prepaid" by the customer.
  - All product/equipment returned under warranty shall have freight and brokerage "prepaid" by Kongsberg Mesotech Ltd.
  - All product/equipment that failed "out of box" shall have freight and brokerage "prepaid" by Kongsberg Mesotech Ltd.

Note: Shipping method and carrier for warranty return will be at the discretion of Kongsberg Mesotech Ltd.

All products/equipment returned to Kongsberg Mesotech Ltd. under non-warranty repair, shall have freight and brokerage "prepaid" by the customer, and all shipment returned from Kongsberg Mesotech Ltd. to the customer will be by freight "collect". Note: all brokerage charges will be automatically invoiced to the customer account.

8. Overtime, expenses for meals, tools, launch services, ferries lodgings, local taxes for replacing any products/equipment, is not the responsibility of the manufacturer. Regular labour rates are the responsibility of the manufacturer. Any warranty claim must be agree to with the manufacturer prior to shipping.
9. All warranty claims by customers, authorized Group Companies, Distributors, Dealers or Agencies must be recorded on a Warranty Claim Form in full and submitted to Kongsberg Mesotech Ltd. prior to shipping products/equipment.

#### Disclaimer:

- Maximum liability shall not, in any case, exceed the contract price of the product/equipment claimed to be defective.
- Consequential damages including but not limited to, any loss of profit, property damage or personal injury, are not covered by the warranty policy.
- This equipment is not certified or approved for navigational and/or safe-navigation practices, and is not to be used for navigation purposes under any circumstances.

**Sales, exports or re-exports of Kongsberg Mesotech Ltd. sonar equipment, software and/or technology are not allowed to the following countries: Belarus, Burma (Myanmar), Cuba, Democratic Republic of Congo, Iraq, Iran, North Korea, Syria, Sudan, Sierra Leone and/or Somalia. Diversions of these goods or further transfers to any country other than the specified destination country are prohibited under applicable laws and regulations.**