



**KONGSBERG**

## **KONGSBERG MESOTECH LIMITED**

### **STANDARD TERMS AND CONDITIONS FOR SALE**

Effective January 1, 2018

#### **STANDARD TERMS AND CONDITIONS FOR SALE (PRODUCT/EQUIPMENT AND SOFTWARE)**

1. An agreement is only entered into when Kongsberg Mesotech Limited (Ltd.) has confirmed the order in writing and henceforth subject to our Standard Terms and Conditions for sale. Quotations are only valid during the time period specified, which is 30 days from date of quote, unless specified otherwise.
2. All prices are in CAD funds (unless specified otherwise), INCOTERMS 2010 FCA Kongsberg Mesotech Ltd., Port Coquitlam, British Columbia, Canada and are exclusive of freight, insurance, brokerage fees, duties, customs fees and taxes.
3. Ownership and responsibility for the goods transfer to the purchaser when the goods leave Kongsberg Mesotech Ltd.'s premises.
4. Freight, insurance, brokerage fees, duties, customs fees and taxes may be quoted upon request.
5. All prices and specifications are subject to change without notice.
6. Minimum order value is CAD\$250.00 net.
7. Payment terms: Prepayment or Net 30/45/60 days, subject to approved credit terms being in place. For payment by Letter of Credit, there will be additional charges for documentation fees and processing.
8. 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 Number (RMA) number will be required prior to returning any goods. No goods will be accepted after 60 days of invoicing. A special authorization will be required for any goods past that date.
9. Freight Charges
  - All product/equipment returned under warranty from the customer to Kongsberg Mesotech Ltd. shall have freight and brokerage charges "prepaid" by the customer;
  - All product/equipment returned under warranty from Kongsberg Mesotech Ltd. to the customer shall have freight charges "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 returns will be at the discretion of Kongsberg Mesotech Ltd.
10. All product/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 freight "collect". Any brokerage charges will be automatically invoiced to the customer's account.
11. Costs such as overtime work, expenses for meals, tools, lodgings, travel costs and any miscellaneous costs incurred for replacing any product/equipment are not the responsibility of Kongsberg Mesotech Ltd., whereas regular labour rates are. Any warranty claim must be agreed with Kongsberg Mesotech Ltd. prior to shipping.
12. All warranty claims by customers, authorized Group Companies, Dealers or Agents, Distributors must be recorded on a Warranty Claim Form in full and submitted to Kongsberg Mesotech Ltd. prior to shipping product/equipment.
13. Sales, exports or re-exports of Kongsberg Mesotech Ltd. sonar equipment, software and/or technology are not allowed to the following countries: Myanmar, Cuba, Democratic Republic of Congo, Iraq, Iran, North Korea, Syria, Sudan, Somalia, Libya and Crimea Region of Ukraine. Diversions of these goods or further transfers to any country other than the specified destination country are prohibited under applicable laws and regulations. Goods will not be used directly or indirectly in exploration for, or production of, oil or gas in Russian deep water (greater than 500 m), or shale formations in Russia, or Arctic offshore locations.