



Your Navtech Radar Solution
Contract Q-18-11213.v4 – VR
NPU 23

Phone: +44(0)1235 832419
Email: sales@navtechradar.com
Date: 22 January 2018

Contract between:

Transport Research Centre (CDV)
Líšeňská 33a
Brno, 636 00
Czech Republic

Navtech Radar Ltd
Home Farm
Ardington
Wantage, Oxfordshire
OX12 8PD, United Kingdom

(The buyer)

(The supplier)

Contract – VR NPU 23: Unit for spatial monitoring of traffic flow

Authorised by:

16.4.2018

Highways Sales Director

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.....

Of Navtech Radar Ltd

Of Transport Research Centre (CDV)

Equipment and services

Navtech Reference: Q-18-11213.v4

1 Scope of supply

The supplier shall provide to the buyer all equipment and services listed in the tables below, certificates of warranty, operations manuals, licenses and other documents as deemed necessary by the supplier for the operation of the contract subject matter.



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Equipment and Services

Product Code	Product Description	Unit Price	Qty	Line Price
Integrator Demonstration Kit	Integrator Demonstration Kit	£12,000.00	1	£12,000.00
<u>Subtotal</u>				£12,000.00

Software

Product Code	Product Description	Unit Price	Qty	Line Price
SOF0001	Radar tracking software licence (per radar)	£0.00	1	£0.00
SOF0015	Witness Software package with core modules (per site)	£0.00	1	£0.00
SOF0021	Radar Database Software Module	£0.00	1	£0.00
SOF0017	Witness Count & Classify plugin	£0.00	1	£0.00
<u>Subtotal</u>				£0.00

Services

Product Code	Product Description	Unit Price	Qty	Line Price
SER0010	Training at customer site, for up to 4 people (per day)	£1,500.00	3	£4,500.00
SER0070	Travel within EU (per trip)	£1,500.00	1	£1,500.00



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SER0073	Accommodation and expenses within EU (per day)	£250.00	4	£1,000.00
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SER0052	5-year remote/technical consultancy – 2 days per year	£6000.00	1	£6000.00
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Subtotal £13,000.00

Support

Product Code	Product Description	Unit Price	Qty	Line Price
NCP-CTS05	5 Year NavCover+ Package, including radar service (per radar)	£0.00	1	£0.00

Subtotal £0.00

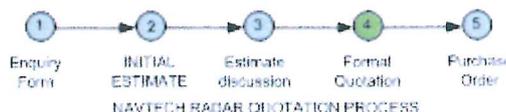
Total ex. VAT £25,000.00

No less than 25,000.00 GBP on the day of the payment. The payment should be made in GBP 737,000.00 CZK

2 Delivery schedule

All equipment listed in scope of supply to be delivered from the supplier to the buyer is to occur no later than 2 months from the publishing of the signed contract in the register of contracts. Delivery is EX-WORKS.

Training on equipment usage for up to 4 people by the supplier to the buyer is to occur no later than 2 months from the publishing of the signed contract in the register of contracts.





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Customer Details:

Supplied Billing Address

Transport Research Centre (CDV)
 Líšeňská 33a
 Brno, 636 00
 Czech Republic

Supplied Ship to Address

Transport Research Centre (CDV)
 Líšeňská 33a
 Brno, 636 00
 Czech Republic

Terms and Conditions

Quote validity	This quotation is valid for 30 Days and is subject in its entirety to confirmation on receipt of order
Payment terms	100% on order acceptance
Prices	Prices are subject to the latest price list and all prices are quoted in UK £
Warranty	12 months after delivery as per standard Navtech Terms and Conditions 01 April 16
Title Transfer	Ownership passes to the client upon final Payment
Lead Time	Radars: Typically, 8 weeks but subject to confirmation on Order Acceptance Ancillaries: Typically, 8 weeks but subject to confirmation on Order Acceptance
Inco terms	EXW (Ex-Works)
Order address	Navtech Radar Ltd. Home Farm Ardington Oxfordshire, UK Wantage, OX12 8PD
VAT number	GB 742071067

This quotation is offered subject to the standard terms and conditions for the supply of goods and associated services referenced Navtech 01 August 2017.

Conditions of Sale

1. All prices are ex-works and quoted in UK £, exclusive of any direct taxes or duties, which will be invoiced in addition if applicable.
2. The Customer is responsible for organising all site clearances, compliance, insurances, infrastructure and installation for the product application.
3. No provision is made for ground works and installation. No provision is made for physical installation and wiring/interfaces to the sensors.





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- 4. Navtech Radar’s standard warranty is 12 months. Additional maintenance contracts are available on request.
- 5. This is quotation subject to Navtech Standard terms and conditions. (see below)



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TERMS & CONDITIONS FOR THE SUPPLY OF GOODS AND ASSOCIATED SERVICES
 Navtech Radar Limited
 01 August 2017

1) DEFINITIONS:

In these Conditions, the following definitions apply:

- "Acceptance of Order" means a written acceptance of a Customer's order;
- "Company" means Navtech Radar Ltd, of Home Farm, Ardington, Wantage, Oxfordshire OX12 8PD;
- "Conditions" mean these conditions;
- "Contract" means each contract between the Company and the Customer for the sale of or supply of Goods and/or Services;
- "Contract Price" means the price of the Goods and/or Services as detailed in the Quotation or, if different, the price in the Acceptance of Order;
- "Confidential Information" means information which is of a confidential nature and which is disclosed to the Customer by the Company or its agents including all Quotations, estimates, technical data, commercial information, know-how, specifications, inventions, processes and initiatives;
- "Customer" means a purchaser of the Goods and/or Services from the Company;
- "Customer Default" means either the Customer fails to collect the Goods or fails to arrange for collection of the Goods at the date and time agreed with the Company or the Customer fails to provide an address for delivery or other forwarding instructions;
- "Delivery" means delivery of the Goods in accordance with Condition 10.2;
- "EULA" means End User License Agreement;
- "Goods" means the goods detailed in the Quotation or, if different, the Acceptance of Order;
- "Intellectual Property Rights" means any and all patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, unregistered design rights, know-how and any other similar rights in any other country, whether registered or not;
- "Party" means a party to a Contract, and the word "Parties" will be construed accordingly;
- "Quotation" means a quotation issued by the Company to the Customer;
- "Services" means the hardware and software upgrade services, installation services, consultancy services, re-calibration services, maintenance services (or any of the foregoing); and any other services offered by the Company from time to time, and which are detailed in the Quotation or, if different, the Acceptance of Order;
- "Service Notice" means a written notice from the Company addressed to the Customer stating that the Company is ready to perform the Services;

2) APPLICATION OF TERMS:

2.1) No order in pursuance of any Quotation or otherwise shall bind the Company unless such order is accepted by the Company in accordance with Condition 4.2 and, if applicable, the Customer shall have paid the relevant advance payment due to the Company under the Quotation or Acceptance of Order.

3) REPRESENTATIONS:

All Contracts shall be subject to these Conditions and, save as expressly set out below, no servant, agent or employee of the Company has authority to agree any terms or make any representations inconsistent with these Conditions or enter into any contract except on the basis of them.

4) APPOINTMENT OF THE COMPANY & INCORPORATION OF THESE CONDITIONS:

- 4.1) Any Quotation from the Company is an invitation for the Customer to offer to buy and is not an offer by the Company to sell Goods and/or perform Services that is capable of acceptance by the Customer. Quotations will be valid for 30 days from the date of issue.
- 4.2) Any order from the Customer to the Company will be an offer by the Customer to purchase Goods and/or Services from the Company subject to these Conditions. Any such order will be deemed accepted by the Company upon the issue by it of an Acceptance of Order or when the Company advises the Customer of the Goods' Ex Stock status, or delivers any Goods or performs any Services for the Customer.
- 4.3) Acceptance of the Customer's order in accordance with Condition 4.2 will create a binding Contract, subject to these Conditions and any additional terms referred to in the Quotation or, if different to the Quotation, in or referred to in the Acceptance of Order.
- 4.4) Unless otherwise agreed in writing by the Company these Conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the Customer in its order or pre-contract negotiations or otherwise or any inconsistent terms implied by trade custom, practice or course of dealing.

5) DESCRIPTIONS AND DATA:

- 5.1) Any general description contained in the Company's catalogues or other advertising material shall not form a representation or be part of a Contract.
- 5.2) No Contract shall be treated as a sale by sample.

6) VARIATIONS:

6.1) No variation to these Conditions will be valid and binding unless in writing and signed by either a Director of the Company or an authorised employee.



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7) QUOTATIONS AND PRICES:

7.1) The Company reserves the right to increase prices quoted in a foreign currency in the event of a currency fluctuation, between the date of Quotation and the issue of the Acceptance of Order. The increase will be limited to such amount as is necessary to maintain the price referred to in the Quotation by reference to exchange rates at the date of the Acceptance of Order.

7.2) If there is any inconsistency between these Conditions, a Quotation and an Acceptance of Order, the following order of priority shall apply:

- 1 – the Acceptance of Order;
- 2 - the Quotation; and
- 3 - these Conditions.

7.3) Unless otherwise agreed, the Contract Price is on the basis of delivery ex-the Company's works and is exclusive of VAT and all applicable taxes and duties. The Customer shall pay (and the Contract Price shall be net of) any and all taxes duties and other government charges payable in respect of the Goods and/or Services at the rates prevailing when the taxable or chargeable event occurs even if a relevant law or regulation imposes such tax, duty or charge solely on the Company.

7.4) Where training is to be provided by the Company, this shall be quoted for on the basis of the number of the Customer's personnel in need of training as specified by the Customer and the number of Company man days required to meet that need. Training will be taken within 3 months of Delivery or as otherwise specified in the Quotation or Acceptance of Order. Any variations or modifications to the Customer's training requirements accepted by the Company, after service of an Acceptance of Order, shall be charged as an extra.

8) CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS:

8.1) All Intellectual Property Rights in the Goods (including, without limitation, all software and system operation control programmes) and in documentation and drawings supplied by the Company to the Customer are and will at all times remain the property of the Company and/or its third party licensors. The only right conferred on the Customer in respect of the Company's Intellectual Property Rights is to use and/or resell the Goods supplied.

8.2) The Customer shall at all times, both during and after the termination or expiration of any Contract, keep confidential all Confidential Information supplied to it by the Company whether pursuant to this Contract or otherwise. The Customer will not, without the prior written consent of the Company, directly or indirectly publish or disclose any such Confidential Information to any third party or make any use of such Confidential Information except to the extent necessary to make use of the Goods and/or Services or if required by law.

9) PRE-DELIVERY INSPECTION:

9.1) All Goods manufactured by the Company shall be subjected to the Company's standard inspection system from time to time, details of which can be made available to the Customer. The Company and the Customer may agree further inspection tests, either pre- or post-Delivery, which will be detailed in the Acceptance of Order. The Customer shall be fully responsible for familiarising itself with the responsibilities of both the Customer and the Company before, during and after any inspection.

9.2) Upon the Goods meeting the acceptance criteria the Customer shall sign an acceptance certificate, to certify the same.

9.3) If, by reason of any failure by the Customer to provide all relevant assistance to the Company in sufficient time prior to the estimated Delivery date, any pre-Delivery inspection cannot in the Company's reasonable opinion proceed, then the Goods shall be deemed to have passed the Company's pre-delivery tests and to be in full conformity with all contractual and other standards or protocols applicable to the Goods and shall be deemed available for Delivery Ex-works. Any requirement for an acceptance certificate signed by the Customer will be deemed waived.

9.4) Where the Services include acceptance tests on the Goods, the Customer undertakes to provide all necessary assistance to the Company to enable the acceptance tests to be completed, whether at the Company's or the Customer's premises, including the provision of components of the relevant type, quality and quantity. If, by reason of any failure by the Customer to provide all relevant assistance to the Company in sufficient time prior to the agreed acceptance test date (which agreed date will be detailed in the Acceptance of Order), acceptance tests cannot proceed, then the Goods shall be deemed accepted and in full conformity with all contractual and other standards or protocols. Any requirement for an acceptance certificate signed by the Customer will be deemed waived.

9.5) Without prejudice to the above, any Goods actually put into use by the Customer shall be deemed accepted by the Customer.

10) DELIVERY:

10.1) For the purpose of this Condition, the definition of "the Goods" in Condition 1 shall include the whole or any instalment of the Goods. The "Collection Date" shall mean the date on which the Goods are or will be ready for collection by the Customer or shall be deemed to be ready and available to the Customer pursuant to the foregoing provision. "Incoterm" or "Incoterms" means the ICC Incoterms 2010 (as amended, updated or replaced from time to time).

10.2) Delivery will be deemed to occur upon the happening of any of the following:

- (i) the collection of the Goods by the Customer (or its agent) from the Company's designated works, or
- (ii) delivery in accordance with the provisions of any Incoterm (including to the extent that any Incoterm may be varied by agreement between the Parties); as is agreed between the Parties in either the Quotation or the Acceptance of Order.

10.3) In the event that the Parties agree that the Goods will be delivered ex-works, the Customer shall take delivery of the Goods within 15 days of the Collection Date unless otherwise agreed in writing by a Director or authorized employee of the Company. The loading of Goods strictly at the Company's premises to the Customer's nominated means of transport shall be at the Company's risk and cost. Subject to this, additional loading of the Goods shall be at the Customer's expense and risk.



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10.4) If the Customer fails or refuses to accept Delivery in accordance with the provisions of this Condition 10, or fails to give the Company adequate instructions to facilitate Delivery, or the Customer fails to collect the Goods by the agreed Collection Date, then (if it has not already passed) risk in the Goods will pass to the Customer and the Company may store or arrange for storage of such Goods and charge the Customer for all related costs and expenses (including storage and insurance), any deposit or payment on account paid by the Customer shall be forfeit and will belong to the Company absolutely and the Company may sell such Goods without any further notice to the Customer on such terms as the Company may decide and recover from the Customer any shortfall below the Contract Price.

10.5) Any date for Delivery provided by the Company will be a non-binding estimate and shall be subject to (i) any necessary import or export license being obtained by the Customer, (ii) the Customer having given all necessary instructions and information to the Company to enable it to proceed fully with the Contract, and (iii) the Company having received any agreed advance payment from the Customer in cleared funds.

10.6) Time for Delivery by the Company will not be of the essence. The Company will be entitled to defer Delivery until any advance payment monies due from the Customer have been received.

11) VARIATIONS TO THE AGREED WORKS:

11.1) Variations include alterations to the design, quantities, quality, sequence of work, and/or working conditions associated with the agreed works in this quotation.

11.2) If the Customer wishes to make any variation to the agreed works in this quotation they are required to send a written request of the variation to the Company. This request must be sent with at least one month's notice of the planned delivery or works the Customer wishes to vary.

11.3) The Company is under no obligation to accept the Customer's request for a variation. The Company will respond within two weeks of receipt of the request as to whether it will accept or deny the request. Should the Company deny the request for a variation the works will carry on as agreed in this quotation.

11.4) If the Company decides to accept the request for variation, the Company is entitled to charge the Customer for any costs incurred by the Company because of the variation. These include but are not limited to; holding costs, admin fees, cancellation fees, and additional costs, incurred as a result of the variation request.

11.5) If the Company needs to make a variation to the agreed works, the Company will provide one week's notice to the Customer before any planned works. The Company reserves the right to inform the Customer of a need for extension of time without penalty in order to ensure that the agreed works are completed to the Company's standards.

12) INTERNATIONAL SUPPLIES AND DELIVERY:

12.1) If the Contract stipulates delivery outside of the country of origin of the Goods, the Parties may adopt specific provisions of the Incoterms (to the extent that the same are identified in either the Quotation or the Acceptance of Order).

12.2) The Customer will be solely responsible for obtaining, at the Customer's own cost, all import / export authorisations and complying with all legislation and regulations concerning the export / import of the Goods (including the payment of any relevant taxes, duties or levies).

13) PACKAGING:

13.1) Packaging of Goods shall be in accordance with the Company's applicable standard packaging procedures and practices from time to time. Packaging costs will be separately identified in the Quotation and will be deemed to be part of and inclusive in the Contract Price.

14) FORCE MAJEURE:

14.1) In the event of the Company being delayed in performing or failing to perform any of its obligations under a Contract or these Conditions due to any act or event beyond the Company's reasonable control including but not limited to Act of God, war, civil disturbance, terrorism, requisitioning, Governmental restriction, prohibition, enactment or regulation of any kind, strike, trade disputes, difficulty in obtaining labour or materials, breakdown of machinery or utilities, fire, accident, non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the Goods, the Company shall be at liberty to suspend the Contract and/or defer Delivery and suspend the Company's other obligations under the Contract without incurring any liability of any nature to the Customer.

14.2) The Customer shall be relieved of its obligations to the Company for the period of such suspension including, but without limitation, the payment of any part of the Contract Price due during the period of any suspension in relation to any Goods and/or Services affected. If the period of suspension of the Contract and/or of Delivery exceeds 60 days, either Party will be entitled to terminate the Contract without any liability to the other.

15) RISK AND PROPERTY IN THE GOODS:

15.1) The risk in Goods which the Company agrees to supply shall pass to the Customer on whichever is the first to occur of (i) Delivery (subject to Condition 10.3) or (ii) the date on which Customer Default occurs or (iii) the date on which the Goods are ready for Ex-works Delivery and delivery is postponed at the Customer's request.

15.2) All goods provided to the Company by the Customer shall be at the Customer's sole risk at all times, and the Company shall not be liable for any loss of or damage sustained by any goods provided to the Company howsoever caused unless attributable solely to negligence on the part of the Company.

15.3) The off-loading of Goods, where applicable, shall always be at the risk of the Customer.

15.4) Notwithstanding Delivery and the passing of risk in the Goods, or any other provision of these Conditions, no title to or property in Goods will pass to the Customer until the Company receives payment in full in cleared funds of the Contract Price (together with all other sums due in relation to the Goods) for the Goods.



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16) PAYMENT OF THE PRICE OR THE BALANCE OF THE PRICE:

- 16.1) The Customer will pay the Contract Price in consideration of the supply of the Goods and/or the Services by the Company.
- 16.2) Payment of the Contract Price shall be made by the Customer in UK pounds sterling, together with all VAT and other taxes and duties and not later than 30 days after the date of Delivery, or alternatively as otherwise provided in the Quotation or Acceptance of Order. Notwithstanding the above, the Company shall be entitled to invoice the Customer for the full Contract Price on or at any time after completion of the Services.
- 16.3) No payment will be deemed to have been received until the Company has received the payment in full in cleared funds.
- 16.4) The Customer will make all payments due under the Contract without any deduction, set-off, counterclaim, discount, abatement or otherwise. The Company shall be entitled to set off and retain any and all sums due to the Customer against any contingent or actual liabilities of the Customer to the Company.
- 16.5) The Company reserves the right to increase the Contract Price if any extra cost is incurred by the Company after a Quotation as a result of the inaccuracy or incompleteness of any instructions issued by the Customer, or as a result of any failure to supply any information, drawings or specification which is required to enable the Company to proceed with the Contract.
- 16.6) Time for payment of the Contract Price shall be of the essence.
- 16.7) Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at the HSBC plc base rate plus 8% per annum (a part of a month being treated as a full month for the purpose of calculating interest). In addition debt recovery costs will be applied as per www.gov.uk prevailing rates at the date the debt becomes overdue.
- 16.8) Notwithstanding any other provision of these Conditions, all sums outstanding under the Contract will become due immediately on termination of the Contract.
- 16.9) Where a Quotation or Acceptance of Order provides for payment of the Contract Price by Letter of Credit, that payment shall be made by irrevocable letter of credit established at the Customer's cost in the Company's favour by the Customer forthwith upon the Company sending the Acceptance of Order to the Customer, and confirmed by a clearing bank acceptable to the Company and maintained valid for cash drawings against presentation of the Company's invoice(s) until final Contract payment but in any case for at least three months after scheduled completion of the Contract. Additionally the terms shall only include an obligation to provide commercial invoices and proof of shipment as the only conditions for release of funds.
- 16.10) The Company reserves the right to deliver and invoice orders by Customers in instalments and in such cases each such delivery will be treated as a separate Contract. The Company will be entitled to suspend further deliveries of instalments until such time as the Customer has paid for previous deliveries and has complied with its other obligations under each current Contract.

17) SERVICES AND THE CUSTOMER:

- 17.1) For the purpose of this Condition 16 "Installation" means the installation of Goods at the location specified in the Quotation or, if different, in the Acceptance of Order.
- 17.2) Where Services are to be provided to the Customer, the Customer shall be solely responsible for the provision of a proper base for the machine site, electricity supply, and other facilities as specified by the Company's Services information document which will be provided to the Customer at or prior to the time of sending the Acceptance of Order, and for providing a working environment meeting the standards of safety applicable in the UK or jurisdiction in which the relevant Services are to be performed, whichever standards are the highest.
- 17.3) The Company shall be entitled to charge the Customer for each man day lost, or part thereof if, following service of a Service Notice, the Company is available to perform the Services but is prevented from doing so (in its reasonable opinion) by reason of the lack of all relevant assistance from the Customer (including the lack of availability of test components or parts from the Customer) and/or the condition of the Installation site and/or the facilities or services available at the time of agreed Installation.
- 17.4) If the Company is prevented from performing the Services in the circumstances set out above, the Service Notice will lapse and the Company will endeavour to perform the Services as soon as reasonably practicable once the Customer proves to the Company's reasonable satisfaction that the circumstances are such that the Services can be performed.
- 17.5) The Customer shall bear the cost of any liability for damage or loss to any person or property caused by a breach of its obligations in this Condition and shall indemnify and hold harmless and indemnified the Company against such liability.
- 17.6) Where, by reason of circumstances beyond its control, the Company is obliged to provide labour for the purpose of providing the Services beyond the number of man days provided for in the Quotation, the Customer shall pay to the Company a charge for the extra man days required at the Company's prevailing rates for each man day from time to time.

18) TERMINATION ON DEFAULT:

- 18.1) Without prejudice to any of its other rights or remedies, the Company shall have the right to terminate all Contracts with the Customer without any liability to the Customer immediately at any time by giving notice in writing to the Customer if:
 - (a) the Customer commits a breach of any of its obligations under any Contract which is not capable of remedy; or
 - (b) the Customer has committed a breach of any of its obligations under any Contract which is capable of remedy but which has not been remedied within a period of thirty (30) days following receipt of written notice to do so; or
 - (c) the Customer enters into any compromise or arrangement with its creditors; or
 - (d) an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company); or



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- (e) a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Customer's undertaking or assets; or
 (f) the Customer ceases or threatens to cease to carry on its business; or
 (g) the Customer has become or is likely in the immediate future to become unable to pay its debts.

19) CANCELLATION:

19.1) Cancellation of a Contract by the Customer will only be accepted at the sole discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage (including, without limitation, loss of the Company's profit) resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a director or an authorised employee of the Company.

20) SHORTAGES AND LOSS OR DAMAGE IN CARRIAGE:

20.1) The Company will have no liability (whether for direct or consequential loss) for damage in transit, shortage of delivery or loss of Goods where risk has passed to the Customer hereunder but will, where carriage is arranged by the Company as a principal (and not as agent for the Customer) assign (where permitted), at the Customer's request and cost, the relevant rights of claim against the carrier(s) in question.

21) USE OF GOODS AND SERVICES:

21.1) For the purpose of this condition, hardware means the Goods detailed in the Quotation or, if different, the Acceptance of Order, and Software means software product(s) provided by the Company which may include associated software components, media, printed materials, and "online" or electronic documentation. The Customer must use the Goods in compliance with the applicable usage rules established by the Company ("Usage Rules") and any other use of the Goods may constitute a copyright infringement.

21.2) The Company reserves the right to update, revise, supplement, and otherwise modify the Usage Rules and to impose new or additional rules, policies, terms or conditions, at any time and from time to time. The Customer agrees to acknowledge that if the Company changes its Usage Rules, the Customer may not be able to use the Goods to the same extent as prior to such change, and that in such case the Company will hold no liability to the Customer.

21.3) With agreement with the Usage Rules, the Customer agrees not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with Hardware for any reason, or to attempt or assist another person to do so. **Without explicit written permission from the Company, the Customer is not licensed to use Hardware with any Software other than that provided by the Company. Without written permission, the Customer may not use any of the Company's Software with Hardware that is not also provided by Navtech Radar Ltd.** The Customer agrees not to modify or to use modified versions of the Hardware or Software in any manner of form.

21.4) The Customer is strictly prohibited from renting, leasing, or lending the Hardware and/or the Company's Software products unless explicitly agreed between the Company and the Customer.

21.5) Usage Rules may be controlled and monitored by the Company for compliance purposes, and the Company reserves the right to enforce Usage Rules without notice to the Customer.

21.6) Violations of the Usage Rules may result in civil or criminal liability.

22) WARRANTY:

22.1) The provisions of Conditions 21 and 22 set out the entire liability of the Company (including any liability of the Company for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of any Contract, any representation, statement or tortious act or omission, including without limitation, negligence arising under or in connection with the Contract.

22.2) The Customer recognises and accepts that, where the Goods comprise detection and/or detection equipment, such equipment may not be suitable for all conceivable detecting and/or detection purposes. Therefore, the Customer acknowledges that, unless it has identified any particular purpose for which the Goods are being bought by it, and has expressly made the same known to the Company in writing, the Company gives no warranty (whether express or implied) that the Goods are reasonably fit for the said particular purpose.

22.3) Without prejudice to the provisions of Condition 21.2 and subject to the provisions of Conditions 22 and 21.4 and any express term in the Quotation or Acceptance of Order excluding or varying this Condition 21.3, the Company warrants that in the event of any defect in or failure of Goods arising out of design or manufactured default which, in the case of defects apparent upon inspection within 28 days of the Customer's receipt of the Goods, and in the case of defects not so apparent, within 12 months of the receipt of the Goods (whichever is the earlier), are notified to the Company as being defective in materials or workmanship, the Company will replace ex the Company's works or (in its absolute discretion) repair or pay for the repair or replacement of faulty Goods.

22.4) The obligation to repair or replace such Goods, or parts of the Goods, detailed in Condition 21.3 will not apply, and subject to the provisions of Condition 22.3, the Company will not be liable for any defective Goods if:

- (i) the Goods have not at all times been stored, used, operated, adjusted, serviced and set in accordance with the methods recommended or the Company's instructions;
- (ii) the Customer does not notify the Company in writing of the defect as soon as practicable and in any event within seven (7) days of discovery of the defect and shall have provided authority for the Company's servants or agents to inspect the Goods;
- (iii) the full Contract Price of the Goods has not been paid by the due date;
- (iv) the defect arises as a result of the negligence of the Customer or its employees or subcontractors;



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(v) the defect arises because the Customer has failed to follow any instructions issued by the Company (whether oral or in writing) as to the storage, assembly, installation, commissioning, use or maintenance of the Goods, including any failure to comply with (and maintain a log of) any preventative maintenance schedule or similar discipline referred to in the Company's Operator's Manual;

(vi) the defect arises as a result of any alteration, servicing or repair of the Goods carried out other than by skilled operators approved by the Company;

(vii) the defect arises as a result of fair wear and tear, accident, misuse, wilful damage, or abnormal working conditions;

(viii) the defect arises as a result of any defective parts, materials or equipment used in conjunction with the Goods which are not manufactured by the Company;

(ix) the Customer makes any further use of the Goods or attempts to repair or have them repaired by someone other than the Company after giving written notice of the defects to the Company; or

(x) the defect is in relation to material or workmanship or design in any accessories, proprietary equipment or factored items not manufactured by the Company but supplied by the Company to the Customer either separately or incorporated in or associated with any other machinery or parts. The Company will seek to obtain for the Customer the benefit of any condition, guarantee or warranty which may be provided by the manufacturer of all such items referred to in this Condition 21.5(x).

22.5) Subject to Conditions 21.2, 21.3 and 21.4 and whether or not the Contract is a contract of sale, all other conditions and warranties implied by statute or common law are hereby expressly excluded to the fullest extent permitted by law.

22.6) Where the Company agrees to repair or replace Goods in accordance with these Conditions any time specified for Delivery shall be extended for such period as the Company may reasonably require.

22.7) The Company will make spare parts for the Goods available to the Customer for a minimum period of 3 years from the date of Delivery, subject to agreement on the Company's prices and to availability of goods from its own suppliers and subject to the Company's right, in its absolute discretion at any time, to reduce or increase the period of 3 years upon 6 months' notice to the Customer.

23) LIMITATION OF LIABILITY

23.1) Subject to Condition 22.3, the Company's total liability under a Contract shall be limited to the value of the Contract Price.

23.2) Subject to Condition 22.3, the Company will not be liable to the Customer in contract, tort or otherwise for any loss of use, loss of profit, loss of anticipated profit, loss of business, overhead recovery, machining costs, revenue, or anticipated savings, any damage to the Customer's reputation or goodwill, any product recall or business interruption costs or any other economic, special, indirect or consequential loss or damage of any kind (even if the Company has been advised of such loss or damage) arising out of or in connection with the Contract.

23.3) Nothing in any Contract or these Conditions shall exclude or limit the liability of the Company for any death or any personal injury caused by the Company's negligence, wilful default or reckless disregard.

23.4) The provisions of this Condition 22 shall survive the termination or expiry (for whatever reason) of the Contract.

23) PROVISION OF SERVICES

24.1) All advice, data or information given by the Company, its employees or agents in respect of Goods and/or Services ("Advice") is provided for the Customer only. The Company will not be liable for any loss or damage caused by reliance on the Advice by any third party.

24.2) All Advice is based upon the Customer's requirements and circumstances, as communicated to the Company by the Customer. Advice will be based upon the information provided to the Company by the Customer or the Customer's agent and the Customer must satisfy himself that information provided is accurate and of sufficient detail. The Company will not be liable to the Customer in contract, tort or otherwise for any loss of use, loss of profit, loss of anticipated profit, loss of business, overhead recovery, machining costs, revenue, or anticipated savings, any damage to the Customer's reputation or goodwill, any product recall or business interruption costs or any other economic, special, indirect or consequential loss or damage of any kind (even if the Company has been advised of such loss or damage) arising from Advice offered that is based upon insufficient, incorrect, inaccurate information or the inadequate supply of information.

The Customer shall be solely responsible for ensuring that all information given to the Company either directly or indirectly by the Customer or by the Customer's agents, employees, consultants or advisers is accurate, correct and suitable. Examination or consideration by the Company of such information shall in no way limit the Customer's responsibility.

24.3) The Company accepts no liability in relation to Advice in circumstances where the Customer has provided inaccurate or incomplete information to the Company prior to the Company communicating its Advice to the Customer.

25) NEGLIGENCE, DEFAULT AND CUSTOMER PROTECTION:

25.1) Goods supplied by the Company to its own specification or design are designed to be safe and without risk to health provided they are used strictly in accordance with any instructions or information issued by the Company and are also used with any necessary safety precautions. If the Customer is unclear as to the correct use of the Goods it should immediately contact the Company for clarification. It is the responsibility of the Customer to meet all safety standards in the application or use of the Goods.

25.2) If the Goods have been (i) modified or altered in any way by the Customer, or (ii) used or installed otherwise than in accordance with the Company's instructions, the Company will have no liability to the Customer and the Customer shall indemnify the Company and keep the Company indemnified from and against any and all losses, liabilities, costs, claims, demands, expenses and fees, actions, proceedings and damages arising out of injury or other loss sustained by any third party as a result of any such modification, alteration, use or installation.

26) SPECIFICATION, INSTRUCTIONS OR DESIGN AND LICENSING COMPLIANCE:

26.1) If Goods are made to a specification, instruction or design supplied by the Customer or any third party on behalf of the Customer then:





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(i) the suitability and accuracy of that specification, instruction or design will be the Customer's responsibility; and
(ii) the Customer will indemnify the Company against all loss, damage or expense (including legal costs on a full indemnity basis) which it may incur in any country by reason of the Goods being made to such specification, instruction or design (including by reason of any infringement or alleged infringement in any country of any third party's Intellectual Property Rights).

26.2) The Company is not in a position to check or confirm that the use and/or operation of Goods in any particular location or in any particular manner does, or does not, comply with all applicable radio, usage of spectrum or other related licensing laws, rules or regulations applicable in and/or to the Customer's area of operations. The Customer accordingly agrees that this is the Customer's sole and exclusive responsibility.

27) GOVERNING LAW AND DISPUTE RESOLUTION:

27.1) Any Contract and these Conditions shall be governed by and construed in accordance with English Law.

27.2) Any dispute between the Parties shall:-

- a) Firstly be the subject of a meeting or discussion between the key principals of the Parties;
b) Where the Parties fail to resolve the dispute following a meeting or discussion as above, either Party can by notice to the other refer the dispute to binding arbitration to take place in London, England in front of one arbitrator, appointed by agreement or (in the absence of agreement) by the President from time to time of the Chartered Institute of Arbitrators in England. Any such arbitration shall be governed by the then current Chartered Institute of Arbitrators Arbitration Rules.

28) COMPANY'S GENERAL LIEN:

27.1) The Company shall be entitled to a general lien on any property of the Customer in possession of the Company from time to time in respect of all debts due by the Customer to the Company.

29) GENERAL:

29.1) The headings to the paragraphs of these Conditions are for ease of reference only and do not affect their interpretation or construction.

29.2) If any provision of a Contract or these Conditions is held by any competent authority or a court of law to be invalid or unenforceable in whole or in part the remaining provisions of the Contract and the provisions of these Conditions shall remain in full force and effect.

29.3) Failure by the Company to enforce strict compliance with these Conditions by the Customer will not constitute a waiver of any of the provisions of these Conditions.

29.4) Nothing in a Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Company and the Customer or shall authorise either Party to enter into contractual relationships or incur obligations on behalf of the other.

29.5) An entity which is not expressly a Party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of a Contract or these Conditions.

29.6) The Company may without the prior written consent of the Customer assign, transfer or subcontract the Contract or any part of it to any other person. The Customer shall not assign, mortgage, charge or sub-let the Contract to any third party.

29.7) These Conditions and the Acceptance of Order (or, if none is served, the Quotation) represent the entire agreement between the Parties relating to the sale and/or supply of the Goods and/or Services and supersede all related prior agreements, arrangements and understandings.

29.8) The Customer agrees that it will have no remedy in respect of any untrue representation innocently or negligently made by or on behalf of the Company prior to entering into a Contract upon which the Customer relied in entering into the Contract, whether such representation was made orally or in writing. Nothing in the Contract or these Conditions will exclude or limit the liability of the Company for fraudulent misrepresentation.

29.9) Notices under these Conditions shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by facsimile, or five (5) days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective Party at its registered office, or such other address as shall have been notified to the other Party in writing. Notices may also be served by electronic mail if and to the extent that such service is recognised and effective under English Law.

29.10) Where the Company supplies or otherwise makes available to the Customer software in which the Company owns the Intellectual Property Rights (whether such software is integral to any Goods or not), the Customer and the Company shall comply with their respective obligations in the Company's EULA, and the EULA is hereby incorporated into these Conditions. In the event of any conflict between the terms of the EULA and these Conditions in relation to any such software, the provisions of the EULA will take precedence.





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By installing, copying, or otherwise using the licenced SOFTWARE PRODUCT, the Individual if acting on behalf of himself or herself ("Individual Customer") or the Individual if acting on the behalf of a Third Party ("Entity Customer"), the Individual Customer and Entity Customer together ("Customer") are agreeing to be bound by this software licence Agreement ("Agreement"). This license agreement represents the entire agreement concerning the software between the Customer and Navtech Radar Ltd, (referred to as "Licensor"), and it supersedes any prior proposal, representation, or understanding between the parties.

The Company reserves the right to update, revise, supplement, and otherwise modify the EULA and to impose new or additional rules, policies, terms or conditions, at any time and from time to time. Installation and use of this software signifies acceptance of the EULA, inclusive of any future updates which may be changed without further notice.

If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE.

The SOFTWARE PRODUCT is licensed as follows:

(a) Installation and Use.

Navtech Radar Ltd grants the Customer the right to install and use copies of the SOFTWARE PRODUCT on the Customer's computer running a validly licensed copy of the operating system for which the SOFTWARE PRODUCT was designed [e.g., Windows Server 2003, Windows XP, Windows 7, Windows Server 2008].

(b) Backup Copies.

The Customer may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) Maintenance of Copyright Notices:

The Customer must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.

(b) Distribution:

The Customer may not distribute registered copies of the SOFTWARE PRODUCT to third parties. Evaluation versions available for download from the Company's websites may be distributed only with prior approval from Navtech Radar Ltd.

(c) Usage:

- 1) For the purpose of this condition, Software means software product(s) provided by the Company which may include associated software components, media, printed materials, and "online" or electronic documentation. The Customer must use the Goods in compliance with the applicable usage rules established by the Company ("Usage Rules") and any other use of the Goods may constitute a copyright infringement.
2) The Company reserves the right to update, revise, supplement, and otherwise modify the Usage Rules and to impose new or additional rules, policies, terms or conditions, at any time and from time to time. The Customer agrees to acknowledge that if the Company changes its Usage Rules, the Customer may not be able to use the Goods to the same extent as prior to such change, and that in such case the Company will hold no liability to the Customer.
3) Without explicit written permission from the Company, the Customer is not licensed to use Hardware with any Software other than that provided by the Company. Without written permission, the Customer may not use any of the Company's Software with Hardware that is not also provided by Navtech Radar Ltd. The Customer agrees not to modify or to use modified versions of the Software in any manner of form.





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- 4) Usage Rules may be controlled and monitored by the Company for compliance purposes, and the Company reserves the right to enforce Usage Rules without notice to the Customer.
- 5) Violations of the Usage Rules may result in civil or criminal liability.

(d) Prohibition on Reverse Engineering, Decompilation, and Disassembly:

The Customer may not violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(e) Rental:

The Customer is strictly prohibited from renting, leasing, or lending the SOFTWARE PRODUCT unless explicitly agreed between the Company and the Customer.

(f) Support Services:

The Company may provide the Customer with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided by the Company as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

(g) Compliance with Applicable Laws:

The Customer must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

3. TERMINATION

Without prejudice to any other rights, the Company may terminate this EULA if the Customer fails to comply with the terms and conditions of this EULA. In such event, the Customer must destroy all copies of the SOFTWARE PRODUCT in their possession.

The Customer is liable to the Company in contract, tort or otherwise for any loss of use, profit, anticipated profit, loss of business, loss of revenue, or anticipated savings, any damage to the Company's reputation or goodwill, or any other economic, special, indirect or consequential loss or damage of any kind, arising from the failure to comply with this Agreement.

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