

# CONTRACT TERMS 1.0



**Navionics Research, Inc.**

*World Class Wireless Telemetry & Control Systems*

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wireless-telemetry.com

This document defines Navionics Research Inc.'s Terms of Sale.  
Please review carefully before making a purchase or service request.

## **NAVIONICS RESEARCH INC. CONTRACT TERMS AND LIMITED WARRANTY**

### **1.0 GENERAL TERMS:**

1.1 This Limited Warranty is extended only to the original end-user purchaser (CUSTOMER) and is not transferable.

1.2 No agent, reseller, or business partner of Navionics Research Incorporated (NAVIONICS RESEARCH) is authorized to modify the terms of this Limited Warranty on behalf of NAVIONICS RESEARCH.

1.3 This Limited Warranty expressly excludes any product that has not been purchased as new from NAVIONICS RESEARCH or its authorized reseller.

1.4 This Limited Warranty is only applicable in the country or territory where the product is intended for use.

1.5 Unless otherwise specified by NAVIONICS RESEARCH INC., NAVIONICS RESEARCH INC. warrants to the CUSTOMER that the products and will be free from defects in workmanship and materials, under normal use and service, for ONE (1) YEAR from the date that the products are placed into operation. In cases where equipment at various locations is placed into operation at staggered dates, the warranty periods for the equipment shall be staggered to coincide with the startup dates. In any cases where used equipment is specified, the equipment will carry NO WARRANTY.

1.6 NAVIONICS RESEARCH'S sole obligation under this warranty shall be, at NAVIONICS RESEARCH'S sole discretion, to repair the defective product or part with new or reconditioned parts; or to exchange the defective product or part with a new or reconditioned product or part that is the same or similar. All products or parts that are exchanged for replacement will become the property of NAVIONICS RESEARCH.

1.7 Unless otherwise specified by NAVIONICS RESEARCH INC., beyond the warranty period, NAVIONICS RESEARCH warrants any replacement product or part for ONE (1) YEAR from the date the product or part is shipped to Customer.

1.8 NAVIONICS RESEARCH makes no warranty or representation that this product will work in combination with any hardware or software products provided by the CUSTOMER or third parties.

1.9 NAVIONICS RESEARCH makes no warranty or representation that the operation of the software products provided with this product will be uninterrupted or error free.

1.10 NAVIONICS RESEARCH shall not be responsible for any software or other CUSTOMER data that is installed onto SCADA computer(s).

1.11 NAVIONICS RESEARCH shall not be responsible for any hardware or other components that is integrated into the SCADA system by the CUSTOMER or third parties.

## **2.0 ORDER ACCEPTANCE:**

NAVIONICS RESEARCH reserves the right to accept or reject any order at our discretion. NAVIONICS RESEARCH reserves the right to ship and invoice certain orders through its regional distributors.

## **3.0 OBTAINING WARRANTY SERVICE:**

3.1 CUSTOMER must contact NAVIONICS RESEARCH Technical Support or authorized NAVIONICS RESEARCH Service Personnel within the applicable warranty period to obtain warranty service authorization.

3.2 To contact NAVIONICS RESEARCH Technical Support, please call (636)405-7101 or email support@wireless-telemetry.com. For up-to-date telephone numbers and/or email addresses, please see the NAVIONICS RESEARCH corporate web site at: [www.wireless-telemetry.com](http://www.wireless-telemetry.com)

3.3 CUSTOMER should have the following information / items readily available when contacting NAVIONICS RESEARCH:

1. Site name and/or location experiencing the problem.
2. A description of the problem.
3. The date and time when the problem first occurred.
4. History charts/tabulations and/or data that provides insight into the problem.

## **4.0 WARRANTY REPLACEMENT:**

4.1 In the event NAVIONICS RESEARCH Technical Support or its authorized Service Personnel determines the product or part has a malfunction or failure attributable directly to faulty workmanship and/or materials; and the product is within the ONE (1) YEAR warranty term, then NAVIONICS RESEARCH will commence a warranty repair or replacement service call.

4.2 The warranty shall cover labor costs associated with the troubleshooting, repair, and replacement of defective component(s) within the SCADA System.

4.3 Products or parts shipped to NAVIONICS RESEARCH without prior authorization will not be accepted.

4.4 CUSTOMER agrees to insure the product or assume the risk of loss or damage that may occur in transit; and to use a shipping container equivalent to the original packaging.

4.5 Responsibility for loss or damage does not transfer to NAVIONICS RESEARCH until the returned product or part is received at a designated NAVIONICS RESEARCH facility.

4.6 Once a component has been visually inspected and tested, NAVIONICS RESEARCH will, at its sole discretion, repair or replace, using new or reconditioned product or parts, to whatever extent it deems necessary to restore the product or part to operating condition.

4.7 NAVIONICS RESEARCH shall not be liable for any damages caused by delay in delivering or furnishing repaired or replaced product or part.

## **5.0 LIMITATIONS**

5.1 THIRD-PARTY SOFTWARE: This NAVIONICS RESEARCH product may include or be bundled with third-party software unrelated to the SCADA System, the use of which is governed by separate end-user license agreements provided by third-party software vendors. This NAVIONICS RESEARCH Limited Warranty does not apply to such third-party software. For the applicable warranty refer to the end-user license agreement governing the use of such software.

5.2 DAMAGE DUE TO MISUSE, NEGLIGENCE, NON-COMPLIANCE, AND/OR "ACTS OF GOD": To the extent permitted by applicable law, this NAVIONICS RESEARCH Limited Warranty does not apply to normal wear and tear; damage or loss of data due to interoperability with third-party software/hardware not supplied by NAVIONICS RESEARCH; alterations (by persons other than NAVIONICS RESEARCH or its designees); damage caused by operator error or non-compliance with instructions as set out in the user documentation or other accompanying documentation; damage caused by acts of nature such as lightning, storms, floods, fires, and earthquakes, etc., damage or loss of data caused by a computer virus, worm, Trojan horse, malicious hacker, or memory content corruption; failures of the product which result from accident, abuse, misuse (including but not limited to connection to incorrect voltages, and power points); failures caused by products not supplied by NAVIONICS RESEARCH; damage caused by high voltage surges, shipping, or abnormal working conditions.

5.3 TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NAVIONICS RESEARCH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, WARRANTY, OR USE OF ITS PRODUCTS.

5.4 IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVIDE SUFFICIENT REDUNDANCY, IN THE FORM OF ADDITIONAL EQUIPMENT AND/OR PERSONNEL OVERSIGHT, TO ENSURE THAT FAILURE OF ANY PRODUCT, SOFTWARE, OR SERVICE PROVIDED BY NAVIONICS RESEARCH DOES NOT RESULT IN DAMAGE TO PERSONS OR EQUIPMENT.

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## **6.0 DISCLAIMER:**

Some countries, states, territories or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to CUSTOMER. When the implied warranties are not allowed by law to be excluded in their entirety, they will be limited to the ONE (1) YEAR duration of this written warranty. This warranty gives CUSTOMER specific legal rights, which may vary depending on local law.

## **7.0 GOVERNING LAW:**

This Limited Warranty shall be governed by the laws of the State of Missouri, U.S.A. excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

NAVIONICS RESEARCH Corporation  
1133 Pond Road  
Wildwood, Missouri 63038  
U.S.A.

## **NAVIONICS RESEARCH INC. SOFTWARE LICENSE AGREEMENT**

1. This agreement covers licensing terms for all software and firmware that is provided within computer memory that is a part of this Telemetry/SCADA System.
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