

NAVCOM ELECTRONICS LTD

Conditions of Sale

Delivery

Unless otherwise arranged in writing with Navcom Electronics Limited (Navcom), the Customer agrees for Navcom to deliver goods to the customer through their nominated courier. The goods shall be deemed to have been delivered when they are physically deposited at the address given to Navcom by the Customer. The Customer accepts that no form of acknowledgement that delivery has occurred is required to be obtained except in those instances where the Customer has specified, and Navcom has agreed, that Navcom obtains proof of delivery. Navcom is not liable for the loss of any goods that are requested by the Customer for delivery to a postal address.

Payment

Unless otherwise agreed in writing by Navcom, the Customer agrees to pay Navcom for goods and services according to its standard terms of payment which is the 20th of the month following date of invoice. Payment for sales transacted on cash term is due immediately. Overdue accounts may be passed on to a debt recovery agency and the Customer held responsible for costs incurred.

Ownership

Customer agrees that title in goods remains with Navcom until Navcom has received full payment for those goods and Navcom may elect to register security interests over those goods under the Personal Property Securities Act. Receipt of bill of exchange or other negotiable instrument shall not constitute payment unless and until cleared funds are received by Navcom.

Return of Goods

Goods may only be returned to Navcom with prior written authorisation from Navcom. Authorisation to return goods will only be given by Navcom for goods which are in a damaged or defective state when they were delivered, or which differ from those specified in terms of the contract. All claims by the Customer with respect to goods supplied in a damaged or defective state must be made within 7 days of the date on which those goods are delivered.

Limitation of Liability

Navcom has no liability other than that set out in the Warranty accompanying the goods. Navcom is not liable for damages or defects arising out of improper installation (other than Navcom), incorrect application of manufacturer's installation specification or other negligence of the Customer. Navcom shall have no liability for person or persons or any

delay or loss of profit suffered in connection with the use of the equipment. Navcom does not warrant the merchantability of the goods or their fitness for any particular purpose.

Repairs

Repaired goods are required to be collected within 90 days of repair, after which costs of holding the goods by Navcom shall be payable by the Customer.

Warranty and Service Request

Navcom warrants the goods within the manufacturer's standard terms and conditions. Should a failure be experienced, warranty or otherwise, the goods should be returned to Navcom for inspection and identifying cause of failure unless otherwise mutually agreed between Navcom and the Customer. If requested, Navcom may attend a vessel to which Navcom's travel rates, call out charges and terms and conditions will apply – regardless of whether the goods are within its warranty period; or notwithstanding its standard terms and conditions, manufacturer's warranty policy or its legal obligations under the NZ Consumer Guarantees Act.