



KONGSBERG

SEAGLIDER™ ONE (1) YEAR WARRANTY TO ORIGINAL PURCHASER

1. Warranty, Exclusive Remedies and Warranty Disclaimers.

1.1 Warranty. Kongsberg warrants that devices sold hereunder shall be free from defects in materials and workmanship under normal use and service when correctly operated in accordance with the Kongsberg instructions and training for a period of one (1) year from date of acceptance ("Warranty"). Kongsberg reserves the right and sole discretion to modify this Warranty at any time with written notice. Customer's receipt of any device delivered hereunder shall be an unqualified acceptance of and a waiver by Customer of the Customer's right to make a claim with respect to such device unless Customer gives Kongsberg written notice of any claim within one (1) year after acceptance of such device.

1.2 Exclusive Remedy. The sole obligation of Kongsberg, and Customer's sole and exclusive remedy for a breach of the Warranty in Section 1.1, shall be that Kongsberg shall use commercially reasonable efforts to repair and correct, or, at Kongsberg's option, replace the device which shall have been promptly reported in writing as not operating in accordance with the Warranty and, upon inspection by Kongsberg shall be determined to not have met the Warranty, provided the device was not abused or operated other than in accordance with the Kongsberg instructions.

1.3 Assignment. Kongsberg hereby assigns to Customer all of the manufacturers' warranties relating to the equipment which Kongsberg is permitted by the equipment manufacturer(s) to assign to Customer. Such assignment is subject to all of the terms and conditions imposed by the equipment manufacturer(s) with respect thereto. Kongsberg will use commercially reasonable efforts to promptly apprise Customer of such warranties following Customer's purchase of the equipment.

1.4 Disclaimers. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY SPECIFIED ABOVE, KONGSBERG GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED. KONGSBERG EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT FOR THE DEVICE(S), IN WHOLE AND IN PART. KONGSBERG DOES NOT ASSUME LIABILITY FOR LOSS, DAMAGE, OR OTHER RESULTS OF OPERATING THE DEVICE IN WATER, OR DUE TO LEAKAGE, IMPLOSION, OR EXPLOSION. THE WARRANTY WILL NOT APPLY TO THE DEVICE IF THERE IS A FAILURE OF THE DEVICE OR ANY PART THEREOF WHICH IS ATTRIBUTABLE TO: (A) INAPPROPRIATE OR UNAUTHORIZED USE OF THE DEVICE; (B) ACCIDENT, NEGLIGENCE, MISUSE OR ABUSE OF THE DEVICE; (C) EXPOSURE OF THE DEVICE TO POTENTIALLY HARMFUL ENVIRONMENTAL, POWER, AND OPERATING CONDITIONS; (D) CUSTOMER SPECIFIC MODIFICATIONS NOT PERFORMED BY KONGSBERG WITHOUT RECEIPT OF APPLICABLE TRAINING. KONGSBERG DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DEVICE WILL MEET CUSTOMER'S REQUIREMENTS, THE OPERATION OF THE DEVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED.

2. Limitations of Liability and Disclaimer of Damages.

2.1 Liability for Use or Loss at Sea. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OR LOSS OF THE DEVICE AT SEA INCLUDING, BUT NOT LIMITED TO, USE OR LOSS RESULTING FROM THE APPLICATION OF THE REGULATIONS OR RESTRICTIONS OF THE MARINE POLLUTION ACT (MARPOL), THE ENVIRONMENTAL PROTECTION AGENCY, THE UNITED STATES COAST GUARD, ANY ACT THAT ENABLES THE EXISTENCE OF MARINE PROTECTED AREAS (BOTH U.S. AND OTHER), AND ANY OTHER STATE,



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REGIONAL, COUNTY, OR LOCAL REGULATIONS OR OF ANY THIRD PARTY STATE OR NATION.

2.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THAT KONGSBERG AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE FOR TORTIOUS CONDUCT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE AGREEMENT, EVEN IF KONGSBERG IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, DEVICES NOT BEING AVAILABLE FOR USE, LOST OR CORRUPTED DATA, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE OF THE DEVICE OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT PRODUCT, FACILITIES OR SERVICES, DOWN-TIME, CHARGES FOR CUSTOMER'S TIME AND EFFORT, THE CLAIMS OF THIRD PARTIES, INJURY TO PROPERTY, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT FORESEEABLE, AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR TORT OR STRICT LIABILITY, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

For the sale of devices made to Customers within the United States, note that some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

2.3 Limitation of Liability. ANY DAMAGES THAT KONGSBERG SHALL BE REQUIRED TO PAY SHALL BE LIMITED TO THE TOTAL FEES AND CHARGES RECEIVED FROM CUSTOMER UNDER THIS AGREEMENT.

2.4 No Liability for Delays. Kongsberg and its suppliers shall not be liable for any damages caused by delay in delivery, installation or operation of the software or equipment under this Agreement.

2.5 U.N. Convention on Contracts. Kongsberg and Customer expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (or its successor) shall not apply to this Warranty.

Problems within the Warranty Period

To make a Warranty claim, contact Kongsberg Underwater Technologies, Inc. by sending an email to km.support.seaglider@Kongsberg.com or call +1 425-712-1107 for technical support. Provide the technical support representative with the Seaglider serial number and obtain a return merchandise authorization number (RMA#) and instructions for shipping to a designated repair facility.

Non-Warranty Repairs / Refurbishments

When non-warranty repairs, such as damage, or a refurbishment are requested, contact Kongsberg and an RMA Number will be issued to the Customer. The Customer is responsible for all shipping associated with non-warranty repairs. Upon receipt of the equipment, an evaluation will be performed and a Repair/Refurbishment Estimate will be forwarded to the Customer for review/approval. Prior to non-warranty repair work being initiated, a Purchase Order or other means of payment will need to be provided by the Customer. The limited warranty on repairs or refurbishments is sixty (60) days for labor and parts.