

Quotation for the TC-300-SWIR (1280 IR)

Special Mission Helicopters

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Platform: BK117 C2





Commercial in Confidence

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The information embodied in this quotation is strictly confidential and is supplied on the understanding that it will be held confidentially by the recipient and its officers, employees, agents and advisors and not disclosed to third parties without the prior written consent of Trakka Systems AB.

2. Overview

Please find attached pricing and technical information for the TC-300-SWIR airborne surveillance system with Short Wave IR (SWIR) imaging sensor. We are committed to providing our customers with systems that offer superior performance at a competitive price.

Technical Overview

The TC-300-SWIR is a compact, high performance, new generation single-LRU multi-sensor surveillance system setting new standards for innovative ergonomic and industrial design. The system is comprised of a 300mm gimbal, with digital 4-axis gyro-stabilization, and a payload suite comprising of a Native High Definition (1280x720) MWIR thermal imager with continuous zoom, a color HDTV with continuous zoom, SWIR imager with continuous zoom and various laser sensors.

The integrated IMU/GPS provides geo-location and geo-pointing with an interface to Trakka's own moving map system or to third party supplied mapping systems. The system features an advanced HD video engine, with Contrast Enhancement, Local Area Processing, Edge Sharpening and Noise Reduction plus options for automatic target tracking, scene hold, and metadata.

TC-300-S Key Benefits

COMPACT SINGLE LRU DESIGN – meets customers' needs for simplified installation on their aircraft.

NON-ITAR PRODUCT - fully exportable in accordance with EU regulations and U.S. Dept of Commerce classification of ECCN 6A003.b.4.a.

UNCOMPROMISED IMAGE STABILITY – with 4 axis gyro-stabilization and integrated passive isolation systems.

MISSION CRITICAL PAYLOADS – HD EO/IR with continuous zoom optics ensure mission success in all weather conditions, 24/7.

LASERS – measure distance to, point at and illuminate targets on the ground.

MULTI-MODE VIDEO AUTO TRACKER - robust hands-free tracking of stationary and moving objects.

ADVANCED HD VIDEO PROCESSING - Contrast Limited Adaptive Histogram Equalization (CLAHE), Local Area Processing (LAP) video de-noising and edge sharpening optimizes image clarity.

VIDEO STREAMING – Stream the EO/IR imagery on up to two MPEG-2 Transport Streams, utilizing H.264 compression over Ethernet

KLV Metadata – MISB standard 0601.7 compliant on MPEG-2 TS and HD-SDI.

FULLY INTEGRATED IMU/INS - provides target geo-location and geo-hold with moving maps integration.

ON GIMBAL RECORDING & SNAPSHOT – Record video and take image snapshots in the gimbal.

MOVING TARGET INDICATION– Detects and highlights moving targets in the scene. Hands over tracking function of a highlighted target to the video auto tracker.

IMAGE BLENDING – Blend the visible and infrared images to provide a multispectral view.

MISSION EQUIPMENT INTERFACES – Flexible interfaces to connect to various mission support equipment such as external third-party moving maps, remote control devices, AIS, radars and searchlights.

ENVIRONMENTAL - RTCA and MIL-STD tested to the most extreme environmental, electromagnetic, and mechanical standards.

TM-100 Overview

Trakka's inhouse developed moving map software with augmented reality provides full situational awareness as a very cost-effective option.

TM-100 Key Benefits

AUGMENTED REALITY- Mission critical information, like street names and parcel information are blended with the video streams.

RECORDING CAPABILITY- The map data, videos and audio commentary are recorded and can be replayed using Trakka's standalone viewer software for post-mission analysis.



FLEXIBLE SCREEN LAYOUT- Screen can be tailored to display different views; map only, picture-in-picture, video only, or split screen. Individual views can be duplicated on additional displays.

CAMERA AND SEARCHLIGHT GEO POINTING- Ability to point and lock the camera and searchlight to geographical locations by clicking on the map, LRF, and address or intersection or lat/long input.

MAP VIEW- Displays aircraft position and flight path, camera's footprint and where the searchlight is pointing.

VIDEO VIEW- Operator can remotely control the camera system; in the air or from the ground.

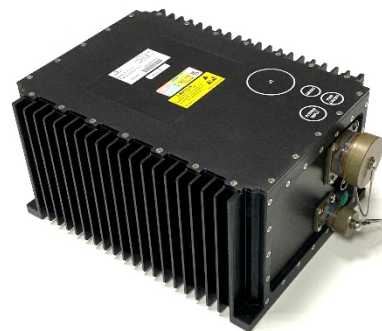
MAPS- Includes street maps, satellite views with continent-wide base data. Free integration of customer furnished maps.

MEASUREMENT TOOLS- Offers ground measurement and speed estimation modes.

VIDEO SNAPSHOT- Still image captures from cameras, with geo-referenced embedded data.



Tablet Style PC



Fixed Mounted PC

TrakkaStream Overview

Trakka's in-house developed real time air to ground video transmission system provides operators the ability to securely send operational video to ground personnel as well as provide in flight WiFi capability (bandwidth limitations may apply).

TrakkaStream Key Benefits

HIGH QUALITY / LOW LATENCY - TrakkaStream uses high-speed video encoding techniques to ensure ultra- low and consistent latency and compatibility with a broad range of 4G/4G+/5G/LTE/LTE+ networks worldwide. This low latency enables fast and efficient decision-making and action-taking by first responders.

REDUNDANT NETWORK CAPABILITY - TrakkaStream offers a redundant network access solution, ensuring reliable video transmission even in challenging environments. This redundancy enhances the overall reliability of the system and helps maintain a consistent video feed, critical for public safety aviation professionals in emergency situations.

LOW POWER CONSUMPTION – Power consumption for the TrakkaStream is <50watts, considerably less than standard microwave downlink systems.

IN-FLIGHT WIFI CAPABILITY - The system provides cockpit Wi-Fi connections with reduced bandwidth, prioritized at the lowest level when system is being used for transmission of video to ground users. Availability of service depends on bandwidth and may be restricted in low-data-rate environments or areas with limited cellular capacity.

SIMULTANEOUS ACCESS - TrakkaStream enables multiple users to have simultaneous access to real-time airborne surveillance video. Ground units can simultaneously access and view the airborne video feed, enabling them to make independent critical decisions without relying on airborne crews.

COMPATIBILITY AND CONTROLS - TrakkaStream supports various video encoding and streaming protocols, including H.264/H.265, RTSP, HLS, FLV, HTTP/HTTPS, SRT, and RTMP. It also supports VPN protocols like Wireguard, IPSec/IKEv1/IKEv2, and L2TP, ensuring compatibility with existing network infrastructures and enhancing security.

EASE OF USE - TrakkaStream can be viewed on any smart phone, tablet or computer using programs such as VLC.





3. Price Offer

ITEM	QTY	Base System Refer to section 4 for all item descriptions	List Price USD	Discount 10%	Total Price
1	1	TC-300-SWIR (1280 IR) Sensor System	\$555,500	\$499,950	\$499,950
2	0	Knee Board Style Controller with Joystick	\$12,870	\$11,583	\$0
2	1	Grip Style controller with Searchlight Controls	\$12,870	\$11,583	\$11,583
3	1	Grip Controller Mount Bracket	\$726	\$653	\$653
ITEM	QTY	TC-300-SWIR Options	List Price USD		Total Price
4	1	Custom Cable Kit	\$10,989	N/A	\$10,989
5	1	Laser Ranger Finder - 12 Km	\$33,440	\$30,096	\$30,096
5	0	Laser Ranger Finder - 20 Km	\$46,200	\$41,580	\$0
6	0	NVG Compatible Laser Pointer	\$9,845	\$8,861	\$0
7	1	Video Auto Tracking	\$10,973	\$9,875	\$9,875
8	1	Image Blending	\$4,950	\$4,455	\$4,455
9	0	On Gimbal Image Snapshot and Recording	\$2,200	\$1,980	\$0
10	1	Moving Target Indicator (all modes)	\$7,205	\$6,485	\$6,485
ITEM	QTY	TM-100	List Price USD	Total Price	
11	0	TM-100 Map & Video Management System - Software Only	\$48,197	\$0	
11	1	TM-100 Map & Video Management System - Includes Mil-Spec Tablet PC	\$56,100	\$56,100	
11	0	TM-100 Map & Video Management System - Includes Mil-Spec PC and Airborne Backlit Keyboard	\$90,723	\$0	
12	0	License Plate Recognition (AI) Feature	\$5,000	\$0	
13	0	Tablet PC Mount Cradle	\$715	\$0	
14	0	Tablet Batteries (Spare 2ea) with Charger Base	\$1,595	\$0	
ITEM	QTY	Required O-Level Maintenance	List Price USD	Total Price	
15	1	Drying Kit	\$6,265	\$6,265	
16	4	Humidity Indicator / Desiccant Cartridge	\$41	\$163	
ITEM	QTY	Support	List Price USD	Total Price	
17	1	Training at customer's facility (USA/Canada, Sweden, Australia, Europe, Lat America) Excludes Out of Pocket expenses	\$16,500	\$16,500	

4. Item Descriptions

ITEM	Reference	Description
1.	TC-300-SWIR (1280 IR) Sensor System	<ul style="list-style-type: none"> • 30cm (11.8") gyro-stabilized gimbal (TCU) • TCU includes the following cameras: <ol style="list-style-type: none"> 1) High-Definition thermal imager with continuous zoom optics 2) High-Definition color TV camera with continuous zoom optics 3) High Resolution Short-Wave IR (SWIR) with continuous zoom optics 4) H.264 or H.265 Video over Ethernet with KLV Metadata 5) Serial Interface for Searchlight Slaving 6) IMU/INS/GPS: Requires terrain elevation data from a moving map or the LRF to provide: <ul style="list-style-type: none"> • Geo-location; provides targets geographical position. • Geo-hold; capability to hold geographical locations. • Operators Manual (in English language) • Reusable shipping container
2.	Hand Control Unit	<ul style="list-style-type: none"> • For operator control of the gimbal and sensors.
3.	Grip Mount	<ul style="list-style-type: none"> • Mount Bracket for Grip Controller
4.	Cable Kit	<ul style="list-style-type: none"> • HCU Coil Cord Cable • External Cable Kit – All cables 5 meters in length and terminated one end only • Includes Bulkhead connector kits for HCU, Power, Video and Comms cables
5.	Laser Range Finder	<ul style="list-style-type: none"> • Provides distance to target information.
6.	Laser Pointer	<ul style="list-style-type: none"> • Laser spot compatible with NVG devices.
7.	Video Auto Tracking	<ul style="list-style-type: none"> • Software to provide operator initiated automated tracking of objects.
8.	Image Blending	<ul style="list-style-type: none"> • HDTV and IR videos are blended into a single image.
9.	Recording & Snapshot	<ul style="list-style-type: none"> • On-gimbal video recording and snapshot mode.
10.	Target Indication (MTI)	<ul style="list-style-type: none"> • Automatic detection of moving targets displayed as visual cues on the image.
11.	TM-100 Map & Video Management	<ul style="list-style-type: none"> • Map overlays on video (Augmented Reality) with Street Map and satellite views. • 3D map view with flexible user control. • Supplied with continent-wide base data. • Real-Time display of sensor address. • Map, Video, Split, Picture-in-Picture Views. • Point by Click, Address, Street Intersection or Lat/Long/Alt. • Displays aircraft & sensor breadcrumbs. • Paints sensor FOV Coverage polygons. • Ground-Track speed estimation modes. • Free integration of User maps and GIS data. • Digital Video & Audio Recorder with Metadata (MISB0601 – Compliant). • Includes up to 5 stand-alone replay licenses for installation on Windows based PCs. • Includes either A) MIL-SPEC PC and Airborne Keyboard, or B) MIL-Spec Tablet PC with touchscreen control.
12.	Tablet Mount	<ul style="list-style-type: none"> • Tablet PC Mount Cradle. Other Mounting options available upon request.
13.	Tablet Batteries	<ul style="list-style-type: none"> • Includes 2 spare batteries and 6 bay charging stand
14.	TrakkaStream	<ul style="list-style-type: none"> • Real time air to ground video transmission system • In-flight WiFi capability (Bandwidth limitations may apply)
15.	TrakkaStream Antenna	<ul style="list-style-type: none"> • 4G/5G Airborne antennas for transmit and receive to ground cellular towers • Minimum of 2 antennas recommended for best coverage
16.	TCU (Gimbal) Drying Unit	<ul style="list-style-type: none"> • Required for O Level Maintenance • Removes all moisture than may build up over time from TCU • Rejuvenates TCU Desiccant Cartridges for future use
17.	Desiccant Cartridge	<ul style="list-style-type: none"> • Absorbs moisture and humidity from internal TCU cavity
18.	On-site Training	<ul style="list-style-type: none"> • On-site for three (3) days for operator training of Trakka Systems equipment at customer's facility. 4 Days if TM-100 is purchased • Price includes travel and sustenance expenses for Trakka personnel. • Training shall be provided in English with a maximum of 5 students.

5. TC-300-SWIR Technical Specifications

Gimbal (TCU)	Specifications
Size	30 cm Ø (11.8") x 40.8 cm H (16")
Number of axes	4 (2 outer and 2 inner)
Weight	Approx. 22 kg (48 lbs)
Power requirements	+22 to +30 VDC
AZ coverage	360 degrees continuous
EL coverage	+20° to -120° (+90 for Stow)
Environmental standards	MIL-STD-810 / RTCA-DO-160G
Video output standards	HD-SDI (SMPTE 296M/ SMPTE 274M)
Video output frame rate	25 / 30 fps
Video streaming	RTSP, RTP/IPv4, UDP
	Adjustable resolution and bit rate control
Video streaming compression	H.264 or H.265 MPEG-TS
Video streaming interface	10/100/1000 Ethernet (RJ-45)
Serial Interfaces	RS-232, RS-422
KLV Metadata	MISB standard 0601.7 compliant on MPEG-2 TS and HD-SDI

HD Color TV Camera	Specifications
Sensor type	1/2.3" GS CMOS
Number of Pixels	~ 2.37 Mega Pixels
Field of view (H) 720P	35° to 1.3°
De-Fog (Haze Penetration)	Included

Mid-Wave Infrared Camera	Specifications
Detector size	1280 x 720 pixels
Detector technology	Cooled, focal plane array
Spectral wavelength	3-5µm (MWIR)
Field-of-view (H) 720P	40° to 2.4° continuous zoom

Short Wave IR Camera	Specifications
Detector size	640 x 512 pixels
Detector technology	InGaAs photodiode array
Spectral wavelength	900-1700nm
Field-of-view (H) 720P	47° to 7.0° continuous zoom

Optional Laser Range Finder	Specifications
Classification	Class 1 eye safety
Maximum Range	12km or 20km Options Available
Accuracy	±5 meters
Maximum measurement rate	0.5 Hz

Optional NVG Compatible Laser Pointer	Specifications
Classification	Class 3B
Wavelength	830 nm
Power	<80 mW



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6. Special Conditions

The following special conditions shall take precedence over any corresponding clauses in the General Terms and Conditions of Sale:

Not Applicable

Appendix I - General Terms and Conditions of Sale

This quotation, and any resulting sale, is expressly limited to the buyer's acceptance of the General Terms and Conditions of Sale set forth below, except where modified in writing by the proposal or quotation. Any additional or different terms and conditions submitted by the buyer shall not be acceptable to Trakka Corp. Pty. Ltd. ACN 067 833 612 ("Trakka") and shall be of no effect nor in any circumstance binding upon Trakka or any of its affiliates unless specifically accepted by Trakka in writing. Notwithstanding any different or additional terms or conditions contained in a purchase order or other document, Trakka accepts buyer's order only on the condition that buyer expressly accepts and assents to these General Terms and Conditions of Sale. Buyer's order shall not be binding upon Trakka unless and until such order is accepted by Trakka in writing. In the absence of buyer's acceptance hereof, Trakka's commencement of performance or Trakka's acknowledgement of a purchase order shall be for buyer's convenience only and shall not be construed as Trakka's acceptance of any of different or additional terms contained in a purchase order. In addition, buyer's acceptance of any products shall be deemed to be an acceptance of all of the General Terms and Conditions of Sale. Trakka hereby objects to any additional, contradictory or different terms contained in any initial or subsequent purchase order from buyer pertaining to the products, including, but not limited to, any indemnification, remedy or warranty provisions. Trakka's failure to object specifically to provisions contained in any purchase order shall not be deemed a waiver of the provisions contained in these General Terms and Conditions of Sale. Without limiting the generality of the foregoing, Trakka's rights and obligations hereunder will not be qualified by or subject to any vendor credentialing, code of conduct, or similar requirements imposed by buyer upon any of its vendors or suppliers.

1. VALIDITY:

1.1 This quotation shall remain open for acceptance for ninety (90) days from the quotation date unless otherwise agreed upon. If the final purchase order calls for changes in the equipment or services which differ from those specified in the quotation, then the prices and schedules will be adjusted accordingly.

1.2 This quotation, where applicable, in whole or in part, cancels and supersedes any previous quotations or offers made, written or verbally.

2. PURCHASE ORDERS:

Purchase orders shall be addressed to Trakka Corp Pty Ltd, 23 Kilpa Road, Moorabbin, Victoria 3189, Australia.

3. CURRENCY:

All prices are in United States Dollars (\$) unless otherwise stated.

4. SALES AND SIMILAR TAXES:

The prices quoted in this quotation do not include VAT, GST, sales, use, or any other tax, of any nature, which may be imposed specifically as a result of this transaction. The amount of any tax applicable to this transaction or the use of the product involved shall be paid by the buyer directly to the appropriate taxing authority, or to Trakka if itemized in the invoice.

5. PAYMENT TERMS:

5.1 50% of the total contract value (the "Deposit") will be invoiced after Trakka's acceptance of the purchase order and shall be paid within 10 days by bank transfer.

5.2 50% of the total contract value, will be payable prior to shipment by bank transfer, unless otherwise agreed by Trakka in writing.

5.3 If payment is not made within 30 days of receipt of Trakka's Invoice, any products relating to such Invoice will be restocked by Trakka and any advances, Deposits, or other payments received in relation to such products will be forfeited by the buyer and retained by Trakka.

5.4 Payment of products shall not be affected by any buyer's test or acceptance criteria.

5.5 Buyer's outstanding unpaid balances shall be subject to a finance charge, until such outstanding amounts are paid in full, at a rate equal to the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum rate permitted by law. Buyer shall also pay Trakka's cost of collection (including reasonable attorneys' fees). Payments received may be applied by Trakka against any obligation owed by buyer to Trakka or any of its affiliates.

5.6 Trakka may refuse or delay shipments if buyer fails to pay promptly any payments due Trakka. If Trakka shall, in its sole discretion, deem itself to be insecure regarding buyer's ability to fulfill the terms of payment herein specified, whether due to buyer's financial condition, status as an international account, or any other reason, Trakka may by notice to buyer (i) require full or partial payment in advance of delivery or (ii) reduce the credit terms. In addition to any other rights, Trakka shall further have the right, at its option, to terminate any sale of products without notice to buyer if: (a) payment is not made when coming due hereunder, (b) buyer becomes insolvent, or (c) buyer's ability to pay debt in the normal course of business otherwise becomes impaired.

6. RETENTION OF TITLE:

Ownership of the products shall remain vested in Trakka, until payment is received in full for each item in the applicable contract or purchase order.

7. DELIVERY TIME:

The delivery time is anticipated to be 12-18 weeks from the date when all of the following have occurred:

- 7.1 A formal purchase order is issued by the buyer to Trakka,
- 7.2 The Deposit is received by Trakka,
- 7.3 The Letter of Credit covering the balance is received by Trakka (if applicable, per the specific payment terms of the purchase order), and
- 7.4 Trakka accepts the technical and commercial content of the purchase order.
- 7.5 All delivery dates are approximate, and Trakka shall not be liable for damages or costs which arise in connection with the delivery of goods after the date stated on any quotation, purchase order or other document. Delivery dates are further dependent upon the prompt receipt by Trakka of all information required by Trakka to proceed with work immediately and without interruption.
- 7.6 Once an order is accepted by Trakka, it may not be cancelled or changed by buyer, nor shall buyer be entitled to delay shipment or performance, except with the written consent and upon terms and conditions approved by Trakka in writing. If Trakka consents to the cancellation of an order for products pursuant to the foregoing sentence, buyer shall pay to Trakka within thirty (30) days of such cancellation, all costs and expenses incurred by Trakka in connection with buyer's order (including without limitation, any restocking fee and reasonable cancellation charges) of an amount not less than twenty-five percent (25%) of the cancelled order. Any extra cost incurred by Trakka to meet buyer's request for rescheduling/cancellation will be buyer's responsibility.

8. SHIPMENT; INSURANCE; PACKAGING:

- 8.1 The buyer assumes all shipping and regulatory costs and responsibilities of transporting goods from Moorabbin Victoria, Australia, as per EXWORKS (Incoterms 2020). Notwithstanding Section 6 above, risk of loss shall pass to buyer upon availability of goods to the carrier.
- 8.2 Notwithstanding EX WORKS or any other terms set forth herein, the buyer must arrange for insurance of the products for shipping. The buyer is responsible for all costs of insuring products during shipment. If Trakka requests, the buyer must provide proof of insurance.
- 8.3 Trakka will package all products for shipment according to industry standards for international shipments. Trakka, in its sole discretion, may accept reasonable special packaging instructions notified to Trakka by the Buyer. Trakka will invoice the Buyer for the additional costs of any specialized packaging.

9. PART NUMBERS:

Part numbers shall be determined upon final selection of hardware options and software interfaces by the buyer.

10. CHANGES IN SPECIFICATIONS:

- 10.1 Trakka operates a policy of continuous product improvement and therefore technical specifications may be subject to change without notice.
- 10.2 Trakka may replace listed delivery items such as cameras, recorders, PC computers or monitors to a later model with similar or better performance if the described model no longer is available on the market. The buyer shall be promptly notified of any such changes.

11. FACTORY ACCEPTANCE TEST:

The buyer shall be notified when the factory acceptance test will be carried out and shall have the option of witnessing the procedure at own expense. The factory acceptance test shall be completed by Trakka in the event that the buyer does not attend.

12. SYSTEM ACCEPTANCE:

Trakka shall have the right of final determination as to system acceptance.

13. INSTALLATION AND CERTIFICATION:

Installation and certification shall be the responsibility of the buyer.

14. INSTALLATION SUPPORT:

Any installation support provided by Trakka shall relate only to the installation of items that it has supplied. Integration of all other third-party items and ancillaries shall be the responsibility of the buyer. Trakka shall not be responsible in the event that the installation cannot be completed due to unavailability of expert assistance on all other third-party items and ancillaries.

15. OWNERSHIP:

The specifications, drawings, manufacturing data and other information transmitted between Trakka and the buyer in connection with this quotation and any resulting purchase order or contract are the property of the originating party and are disclosed in confidence on the condition that they are not to be reproduced, copied, disclosed to third parties, or used for any purpose detrimental to the interest of the other party.

16. EXPORT CONTROLS:

Some of the items proposed are controlled items and classified as Dual-use Goods and Technologies and may require approval from the Australian Government as applicable when exported to countries outside of the Australia. When requested, it is the responsibility of the buyer to provide Trakka with an end user declaration and a declaration of final country of destination. Seller's performance hereunder and under the Order is specifically subject to any necessary

approvals from the Australian Government. In the event of any failure or delay in the securing of such approvals, Seller will be permitted to delay, re-schedule, or cancel performance under the Agreement and the Order.

17. PROHIBITED USES:

The buyer shall not, in any way:

- 17.1** Modify the product, except as permitted in the normal use of the product.
- 17.2** Reverse-engineer, disassemble, or make any attempt to copy the product.
- 17.3** Transfer the product to any person or entity in violation of any applicable export regulations.
- 17.4** **These commodities, technology or software may not be used in the design, development, production or use of nuclear, chemical or biological weapons or missiles.**
- 17.5** Buyer represents and warrants that products will not be used, resold, transferred, exported or reused in any way by buyer in violation of any laws, regulations of any federal, local, state or other governmental entity including export/import controls imposed by the U.S. or any other government.

18. WARRANTY:

Trakka warrants that the product is free from defects in material and workmanship for a period of two (2) years or 1500hrs, whichever occurs first, from the date of shipment. Trakka will repair or replace (at its option) any such device which is returned to the Trakka factory office, with transportation charges at the buyer's expense and within the warranty period. The liability of Trakka shall be limited to the repair or replacement of the device and shall not include installation, or any other charge or expense incurred. This warranty shall not apply to any unit or part thereof which, in the opinion of Trakka, has been installed or used improperly; damaged by accident, misuse, or negligence; or altered or repaired in such a manner as to impair performance. Trakka shall have the right of final determination as to the existence and cause of any such defect. Trakka accepts no liability whatsoever for any extension to the warranty that is given by the buyer without Trakka's express approval in writing. System accessories (third party items) such as recorders and monitors shall carry the original equipment manufacturer's warranty. Buyer understands and acknowledges that any warranties provided by Trakka with respect to the products are dependent upon placement of the products in a standard or engineer-approved position on the applicable aircraft.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS OTHERWISE EXPRESSLY AGREED TO BY TRAKKA IN WRITING, NEITHER TRAKKA NOR ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR PERSONNEL (OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS) MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS, THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF BUYER, OR NON-INFRINGEMENT, AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED. TRAKKA FURTHER DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONFORMANCE OF THE PRODUCTS WITH ANY REQUIREMENTS OR SPECIFICATIONS PROVIDED BY BUYER, UNLESS THE CONFORMANCE WITH SUCH REQUIREMENTS OR SPECIFICATIONS HAS BEEN SPECIFICALLY AGREED TO BY TRAKKA IN WRITING. Further, any course of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

19. DISCLAIMER OF DAMAGES:

NEITHER TRAKKA NOR ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR PERSONNEL (OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS) SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS RESULTING FROM INABILITY TO USE THE PRODUCT, INCREASED OPERATING COST, LOSS OF PRODUCTION, LOSS OF ANTICIPATED PROFITS, OR SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER SIMILAR OR DISSIMILAR, OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER WHETHER BASED ON BREACH OF CONTRACT (FUNDAMENTAL OR OTHERWISE), TORT (INCLUDING NEGLIGENCE), OFFENSES, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW. Without limiting the foregoing, under no circumstances will Trakka or any of its affiliates, employees, contractors, agents, representatives, or personnel (or their respective successors or assigns) be responsible for any purchase price reimbursements, costs, penalties, fees, or other amounts associated with buyer's purchase or acquisition of any replacement product.

20. LIMITATION OF LIABILITY:

IN NO EVENT SHALL THE LIABILITY OF TRAKKA OR ANY OF ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR PERSONNEL (OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS) ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT LIABILITY, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

21. NONWAIVER:



If Trakka does not insist on strict compliance of the buyer with any of these General Terms and Conditions of Sale, or fails to exercise promptly any right occurring from any default of the buyer, then the foregoing shall not impair Trakka's rights in case of the buyer's default continues or in case of any subsequent default by the buyer.

22. GOVERNING LAW:

The rights and obligations of Trakka and the buyer with respect to the Trakka quotation and any resulting contract or purchase order shall be governed by the laws of the State of Victoria Australia, excluding the United Nations Convention on contracts for the International Sale of Goods.

23. DISPUTE:

Any disagreements shall not be settled in court. Any dispute arising between buyer and Trakka with respect to the transactions contemplated hereby shall be resolved by arbitration in the State of Victoria, Australia, in accordance with the laws of Victoria. Notwithstanding the foregoing, Trakka may institute an action for collection of any amount due from buyer hereunder in any court of competent jurisdiction, in which case buyer hereby consents to the personal jurisdiction and venue of the federal and state courts located in Victoria. No action, regardless of form, arising out of, or in any way connected with, the products may be brought by buyer more than one (1) year after the cause of action has accrued. It is specifically agreed that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

24. FORCE MAJEURE:

Trakka shall not be liable for delays in delivery or for failure to perform, and performance shall be excused, if such failure is due to causes beyond the reasonable control of Trakka or its subcontractors, including, but not be limited to, force majeure, acts of God, acts or omissions of buyer, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transaction or inability to obtain necessary labor, materials or supplies or any cause which renders Trakka's performance commercially impractical.

25. GENERAL:

These General Terms and Conditions of Sale, together with ancillary agreements, contains the entire agreement between Trakka and the buyer, and no provisions may be waived, modified, or altered except by writing executed by both parties. Buyer may not assign its right under or interest in any purchase order without the prior written consent of Trakka. These General Terms and Conditions of Sale shall be binding upon and inure to the benefit of buyer and Trakka, their successors and permitted assigns. No waiver by either party of any breach of these General Terms and Conditions of Sale shall constitute a waiver of any other breach. If any provision hereof is held to be invalid or otherwise unenforceable for any reason, all other terms and remaining conditions will continue to be in force. Any clerical errors are subject to correction.

26. FARs - DFARs:

Notwithstanding anything to the contrary, Trakka will comply with FAR 52.244-6 (Subcontracts for Commercial Items) to the extent applicable; provided, however, all other government flow down clauses (including any FARs, DFARs and DPAS Ratings) contained herein or in any other document or agreement are deemed to be self-deleting and/or not applicable to this procurement.