

CHOICE OF LAW AND JURISDICTION

This Agreement is governed by the laws of the Province of British Columbia, Canada. If you acquired the Equipment outside of Canada, each of the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia, Canada and further agree to settle any dispute, controversy or claim arising out of or relating to this Limited Warranty, or the breach, termination, or invalidity of it, by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC"). The appointing authority shall be BCICAC [or, if the BCICAC shall cease to exist, the Chief Justice of the Supreme Court of British Columbia]. BCICAC shall administer the case in accordance with BCICAC Rules. There shall be one arbitrator and the place of arbitration shall be Vancouver, British Columbia.

The United Nations Convention on Contracts for the International Sale of Goods Act, S.B.C 1990, c. 20, and any other statutory enactments of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. THE PURCHASER MAY ALSO HAVE OTHERS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

This Agreement is a legal contract between you (the "Purchaser") and ComNav. By retaining the Equipment for more than thirty (30) days and/or installing and/or using the Equipment, the Purchaser agrees to be bound by the terms of this Agreement. If the Purchaser does not agree to be bound by the terms of this Agreement, the Purchaser may return the Equipment in the same condition in which it was received for a full refund (less shipping and handling costs) within thirty (30) days of purchase.

WARNING

The Equipment is an aid to navigation only. It is not intended or designed to replace the person on watch. A qualified person should always be in a position to monitor the vessel's heading, watch for navigational hazards and should be prepared to revert to manual steering immediately if an undesired change of heading occurs, if the heading is not maintained within reasonable limits, or when navigating in a hazardous situation.

**ALWAYS REMEMBER:
WHENEVER UNDER WAY, A QUALIFIED PERSON ON WATCH IS REQUIRED BY
LAW.**

Warranty Information

Limited Warranty Agreement

Congratulations! You have purchased sophisticated and sensitive marine equipment (the "Equipment") manufactured by ComNav Marine Ltd. of #15 - 13511 Crestwood Place, Richmond, British Columbia, Canada, V6V 2G1 ("ComNav").

LIMITED ONE YEAR WARRANTY

ComNav warrants to the Purchaser, provided that the recommended installation and maintenance procedures set forth in the manual that has been provided with the Equipment (the "Manual") have been followed, and subject always to the other provisions of this Agreement, that the Equipment is free from defects in workmanship and materials under normal use and service and will perform substantially in accordance with the specifications set forth in the Manual for a period of one (1) year from the date of purchase of the Equipment by the Purchaser.

EXTENDED THREE YEAR LIMITED WARRANTY

If;

- a) the Equipment is installed:
 - i. by an authorized ComNav Dealer; or
 - ii. by someone other than an authorized ComNav Dealer, and such installation has been inspected by an Authorized ComNav Dealer;

and

- b) the Limited Warranty Registration Card has been returned to ComNav within 14 days of the date of purchase of the Equipment by the Purchaser with Part I thereof having been completed by the Purchaser, and with the Extended Limited Warranty Card having been completed and signed by an authorized ComNav Dealer and returned to ComNav within 14 days of that inspection;

then;

ComNav warrants to the Purchaser that the Equipment is free from defects in workmanship and materials under normal use and service and will perform substantially in accordance with the specifications set forth in the Manual for a period of three (3) years from the date of purchase of the Equipment, subject to the other provisions of this Agreement.

NO OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMNAV DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR THE ORDINARY PURPOSES FOR WHICH THE EQUIPMENT IS USED OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS ON THE PART OF COMNAV, ITS EMPLOYEES, SUPPLIERS, AGENTS, OR REPRESENTATIVES.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMNAV, ITS EMPLOYEES, SUPPLIERS, OR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGE FROM COLLISION WITH OTHER VESSELS OR OBJECTS, INJURY TO ANY PERSON OR PERSONS, DAMAGE TO PROPERTY, LOSS OF INCOME OR PROFIT, BUSINESS INTERRUPTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, RESULTING PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING THE POSSIBLE FAILURE OR MALFUNCTION OF, OR DEFECTS IN THE EQUIPMENT, OR ANY PART THEREOF, EVEN IF COMNAV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATE/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PURCHASER.

REMEDIES NOT TRANSFERABLE

The Purchaser's remedies under this Agreement only apply to the original enduser of the ComNav Equipment, being the Purchaser, and only apply to the original installation of the Equipment. The Purchaser's remedies under this Agreement are not transferable or assignable by the Purchaser to others in whole or in part.

NOTICE OF DEFECT

The Limited Warranty and the Extended Warranty will not apply with respect to any defective Equipment unless written notice of such defect is given to ComNav, by mail to the address for ComNav set forth above, or by facsimile to ComNav at 604-207-8008, and is received by ComNav within 10 days of the date upon which the defect first became known to the Purchaser. Notices sent by mail will be deemed to be received by ComNav on the seventh (7th) day first following the date of posting in North America and on the tenth (10th) day next following the date of posting anywhere else in the world. Notices sent by facsimile will be deemed to be received by ComNav on the date of transmission with appropriate answerback confirmation.

WARRANTY LIMITATIONS

Reversing Pumps & Motors, Hydraulic Linear Actuators, Watch Alarms & Motor Control boxes which may comprise part of the Equipment are warranted by ComNav for a period of two (2) years under the Extended Limited Warranty described above. All Remote Controls, Remote Cables, Jog Switches, Analog meters (rudder angle indicators), Rudder Angle Indicator Systems & Accessories, Magnetic Compasses & Accessories, Constant Running Pumps, Engine Driven Pumps, Hydraulic Manifolds & Hydraulic Steering are warranted by ComNav for a period of one (1) year under the Limited Warranty described above.

IMPLIED WARRANTIES

Any implied warranties with respect to the Equipment are limited to one (1) year. Some states/jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Purchaser.

CUSTOMER REMEDIES

ComNav's entire liability and the Purchaser's exclusive remedy against ComNav for the defective Equipment shall be, at ComNav's option, either: (a) repair or replacement of the defective Equipment under the warranties set forth in this Agreement, or, (b) refund of the purchase price of the defective Equipment, all pursuant to and in accordance with the conditions set forth below:

1. If the Equipment, or any part thereof, proves to be defective within the relevant warranty period, the Purchaser shall do the following:
 - a. contact ComNav by phoning 604-207-1600 to discuss the nature of the problem and obtain shipping instructions (many times a satisfactory solution can be reached without returning the item); and
 - b. prepare a detailed written statement of the nature of the circumstances of the defect, to the best of the Purchaser's knowledge, including the date of purchase of the Equipment, the place of purchase, the name and address of the installer, and the Purchaser's name, address and telephone number to be sent, along with proof of purchase, to ComNav;
2. If upon examination by either ComNav or an authorized ComNav Dealer, the defect is determined to result from defective workmanship or material and if the defect has occurred within the relevant warranty period set forth above, the Equipment or the defective parts thereof shall be repaired or replaced, at ComNav's sole option, without charge, and shall be returned to the Purchaser at ComNav's expense. Return delivery will be by the most economical means. Should the Purchaser require that the Equipment be returned by a faster method, the costs incurred by the expedient delivery will be pre-paid by the Purchaser;
3. No refund of the purchase price for the Equipment will be made to the Purchaser unless ComNav is unable to remedy the defect after having a reasonable number of opportunities to do so. Prior to the refund of the purchase price, the Purchaser must submit a statement in writing from an Authorized ComNav Dealer that the installation instructions in the manual have been complied with in full and that the defect remains.
4. Warranty service shall be performed only by ComNav or an Authorized ComNav Dealer. Any attempts to remedy the defect by anyone else shall render the warranties set forth in this Agreement void;
5. Charges for overtime, standby, holiday and per diem will not be paid by ComNav and are specifically excluded from the warranties set forth in this Agreement. ComNav may, under special circumstances, and with ComNav's PRIOR approval, pay ONE TIME travel costs. Any cost of ferry, boat hire, or other special means of transportation must have prior approval from ComNav. ComNav reserves the right to refuse service charges in excess of one hour if the technician has not contacted ComNav's service department for assistance. Travel cost allowance to service certain Equipment with a suggested retail price of below \$2,500.00 (Canadian funds or equivalent) is not authorized. If repairs are necessary, these products must be forwarded to ComNav or an authorized ComNav Dealer at Purchaser's expenses and will be returned as set out in **CUSTOMER REMEDIES**, Item 2;
6. There shall be no warranty for defects in, or damages to, the Equipment caused by:
 - a. faulty installation or hook-up of the Equipment;
 - b. abuse, misuse or use of the Equipment in violation of the instructions set forth in the Manual;
 - c. shipping, alterations, incorrect and/or unauthorized service;
 - d. accident, exposure of the Equipment to excessive heat, fire, lightning, salt or fresh water spray, or water immersion except for Equipment specifically designed as, and stated in the Manual to be, waterproof. Water damage to the Equipment due to failure to cover unused receptacles is specifically excluded from any warranty set forth in this Agreement; and
 - e. improper or inadequate ancillary or connected equipment;
7. This warranty does not cover routine system checkouts, alignment, or calibration unless the service has been authorized in writing by ComNav PRIOR to its commencement; and
8. No Equipment shall be repaired or replaced under warranty if the serial number of that Equipment has been removed, altered or mutilated.