

**ATTACHMENT A  
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

**NAPATECH**

**NAPATECH LICENSE, WARRANTY AND SUPPORT TERMS**

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**1. Support**

Contractor through manufacturer will render backend support to Ordering Activity on a reproducible error basis. The Ordering Activity is solely responsible for configuration issues and use of accessories with the products. If accessories are used other than approved by Contractor as per product specifications, the above support obligation becomes void.

**2. Reserved**

**3. Reserved**

**4. Reserved**

**5. Reserved**

**6. Reserved**

**7. Applicability of the products**

7.1. Only upon written approval from Contractor on behalf of manufacturer's management may Contractor's products be applied as critical components of the Ordering Activity's equipment, such as, but not limited to, application in resuscitation equipment, aero planes, nuclear power stations and within the space industry.

**8. Contractor does not warrant fitness for a particular purpose contemplated by Ordering Activity.**

**9. Reserved**

**10. Reserved**

**11. Warranty and Disclaimer**

11.1. For a period of 18 months following delivery of the products, Ordering Activity – subject to the provisions of clause entitled 'Applicability of the products' – is entitled to replacement goods or repair if any errors or defects arise in the products delivered.

**12. Reserved**

**13. Infringement of exclusive right, etc.**

13.1. Contractor's products are covered and protected by the legislation on intellectual property rights in force at any time and by international treaties. Any copying, processing, reverse engineering, etc., is prohibited. Furthermore, any specification, specimen, computer code, list of customers or potential customers or other business information is the property of Contractor, and Ordering Activity is not entitled to pass on any information thereon unless otherwise agreed with Contractor in writing. Ordering Activity is, however, entitled to pass on the Seller's non confidential manuals to Ordering Activity's end-users.

**14. International relations**

14.1. Ordering Activity is responsible in every respect and at his own account for obtaining and maintaining all export and import licenses necessary for Ordering Activity with relation to the Ordering Activity's acquisition and resale of Contractor's products.

**15. Reserved**