

Order Acknowledgement

Handled by		Purchase Order No.		Date	Customer Reference	CHC Reference
Phoenix Hu		CHCNZL20HWPPS03		09/Jun/20		CHCNZL20HWPPS03
Seller				Buyer		
Shanghai Huace Navigation Technology LTD. 599 Gaojing Road,Building C, Shanghai, 201702, China Tel: +86-21-54260273 Fax: +86-21-64950963				Satellite Survey Equipment Sales and Hire Ltd Address:29 Woodland Avenue,Mosgiel,Dunedin 9024 New Zealand. Contacts:D L Robinson Phone +64 34896236, Mobile +64 274502873 E-mail dlrobinson@xtra.co.nz		
Estimated delivery time				Country of origin		Country of destination
1 week from receipt of payment				China		New Zealand
Means of transport		Terms of sales		Terms of Payment		Currency of Payment
By Air		CIF Dunedin		100% T/T in advance		USD
Estimated number of packages				Estimated Gross Weight		
2 ctns				15 kgs		
Items	Part Number	Description	Qty	Unit Price		Total Price
	8008 000 027	i80 W/ Internal CHC UHF Tx/Rx: 410-470 MHz Base Kit	1	\$3,850.00		\$3,850.00
	1180020 035 122	i80 GNSS Receiver	1			
	0101 060 059	CHC Internal Tx/Rx Datalink	1			
	2004 020 012	UHF Whip Antenna	1			
	2004 030 032	i80 USB Cable	1			
	2004 060 005	Transport Hard Case	1			
	2004 040 013	2M Range Pole w/ Bag	1			
	2004 040 022	Auxiliary H.I. Tool	1			
	2004 050 017	Lithium Battery	2			
	2004 050 030	C300 Battery Charger w/Power Adapter with cord	1			
	8008 000 048	HCE320 Handheld GNSS Data Collector Kit	1			
	2003 030 029	HCE320 Handheld GNSS Data Collector W/Ha	1			
	2004 030 103	Data Cable (USB Type C) for HCE320	1			
	2004 090 057	Screen Protection Film for HCE320	1			
	0103 020 320	Stylus	1			
	2004 050 056	Power Adapter	1			
	2104 010 015	Controller Bracket for Range Pole	1			
	1906 210 639	Landstar 7 Data Collection Software (Android)	1			
	0408 000 008	SurvCE GNSS Version Data Collection Software	1			\$ 500.00
Total Amount						\$ 4,350.00
SAY US DOLLARS FOUR THOUSAND,THREE HUNDRED AND FIFTY ONLY						
Buyer Authorized Signature				Terms and Conditions of Sales		
				This order is a contract subject to the Shanghai Huace Navigation Technology Ltd (CHC) Terms and Conditions of International Sales set forth and incorporated herein upon commencement of performance or by delivery of goods.		

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Terms and Conditions of International Sales. The following terms and conditions constitute the sole terms and conditions upon which the products set forth in the accompanying offer will be sold and shall become the exclusive and binding agreement between the parties covering such products.

Purchase Orders. These terms and conditions shall apply, unless otherwise stated in a written agreement, to all sales of Product(s) to the exclusion of additional or different terms on Buyer's purchase order. Any such additional terms and conditions are hereby objected to and shall not be binding on Shanghai Huace Navigation Technology Ltd. (Seller), unless expressly accepted in writing by Seller. By sending an order to Seller, Buyer is deemed to have accepted the entirety of these terms and conditions. If Seller has given a period of time for acceptance of its quotation, it is bound until the expiration of such period of time; if there is no such period of time, it may withdraw its quotation at any time by notice thereof to the Buyer. Seller may modify information contained in the commercial documents issued by Seller at any time and without prior notice in order to take into account technical developments or economic conditions.

Changing Orders. Seller reserves the right to cancel any orders upon at least 30 days' prior written notice. Once Seller has either accepted an order or has begun performance with respect to such order, such order cannot be canceled, terminated or modified by Buyer except with Seller's written consent.

Prices. The prices quoted by Seller are EX WORKS (Incoterms 2010) unless otherwise specifically agreed upon. All quoted prices are in US Dollars, which shall be the billing and payment currency, unless otherwise agreed on between the Parties. Prices for the products specified herein are exclusive of all taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

Payment Terms. Time of payment shall be the essence of the contract. If the Buyer fails to make payment on the due date for Products delivered under this or any other contract between the parties, the Buyer's right to discount (if any) shall be forfeited. The Seller shall be entitled to suspend further deliveries under this and/or any other such contract and if such payment or any part thereof shall remain in arrears for 7 days after a written demand shall have been made thereof the Seller shall be further entitled to cancel this and/or any such other contract, without prejudice to any other right the Seller may have. Buyer agrees to pay a late payment charge at the rate of one and a half percent (1.5 %) per month, eighteen percent (18%) per annum, or the highest rate legally permissible, whichever is less, on each delinquent statement balance. The Buyer will be liable for all costs incurred by the Seller in the collection of amounts outstanding after the due date of payment, on a full indemnity basis.

Shipments; Risk of Loss; Delivery Terms. Products shall be delivered to Buyer Ex Works (Incoterms of the International Chamber of Commerce 2010 Edition), or any other Incoterm agreed upon by the parties in the purchase order. The Products shall remain the property of Seller until it has received full payment, notwithstanding their delivery to Buyer. Upon failure of payment, Seller may retake possession of the products delivered. Nevertheless, Buyer shall be responsible for all damages and losses arising to or from the products after delivery. Shipping dates provided by Seller are approximate only. Seller shall not be liable for any loss, damage expense (consequential or otherwise) incurred by Buyer if Seller fails to meet specified delivery dates for any reason, including without limitation, any delay caused by the product being held for clearance by any export or import authority.

Defective Products. The Seller reserves the right not to accept any complaint or claim unless it is made in writing within 15 days of delivery of the Products. The Seller's liability shall be limited, in the case of defective Products, to replacing the Products or, at the Seller's option, crediting the Buyer with the invoiced value thereof. No Products will be accepted for return without prior written authorization by the Seller.

Warranty. Seller warrants for one year from the date of delivery, to Buyer only, that the product delivered hereunder (i) conforms to Seller's published specifications, and (ii) is free from defects in material or workmanship as set forth in Seller's Limited Warranty which accompanies the product. This provision allocates the risks of product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the product.

Remedies. Notwithstanding anything to the contrary contained herein, in no case shall seller be liable for any special, incidental, or consequential damages arising directly or indirectly out of the ownership, use or operation of the product, regardless of whether such damages are predicated or based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, the claims of third parties, including customers and injury to property even if seller has been advised of the possibility of such damages. In no event shall Seller's liability, whether based on an action or claim in contract or tort or otherwise, to Buyer arising out of or related to this document exceed 10% of the aggregate price of the products purchased and paid for by Buyer hereunder. Any action arising out of the sale of products hereunder must be commenced within 12 months after the cause of action has been accrued or shall thereafter be forever barred.

Data and Proprietary Rights in Data; Patents, Copyrights, Trademarks. Portions of the data supplied are proprietary to Seller. Seller retains all proprietary rights in and to any product sold. Seller makes no warranties that the goods shall be free from any claims of infringement of any patent, trademark, copyright, or other proprietary right, including trade secrets. A48

Software License. Any software provided with product sold hereunder, including any subsequent improvement, updates, modifications or additions are furnished under license only for use on the unit of product originally supplied and may be used only on such unit. Title to and ownership of the software and documentation shall at all times remain with Seller.

Amendments; Severability. No amendment of this document shall be effective unless made in writing and signed by both parties. If any provision of this document is invalid, illegal or unenforceable, the remainder of this document shall not be affected thereby.

Force Majeure. In addition to any excuse provided by applicable law, Seller shall be excused from liability for non-delivery or delay in delivery arising "Excusable Delay" which shall mean any event, foreseeable or not, the effects of which could not be reasonably prevented by Seller and which are of such a nature as to prevent the performance of its obligations. Excusable Delay shall include, but not limited to, act of God, fire, flood, stoppage or delay of transportation, failure of supplier, subcontractor, strikes of any nature, machine breaking, major accident in Seller's plant, insurrection, riot or civil commotion, war whether declared or not, modification of or new legislation, order or regulation, any act of or failure to act of any governmental authority, cancellation or non-renewal of any license or authorization by any governmental authorities. Buyer shall not be entitled to claim any compensation from Seller as a result of such Excusable Delays and Seller shall be entitled to terminate the affected purchase order with no further liability.

Governing Law; Compliance with Laws. The contract shall in all respect be construed and operated as an English contract in conformity with the laws of People's Republic of China. Any disputes arising from or the connection with the contract shall be submitted to The China International Economic and Trade Arbitration Commission in Shanghai for arbitration which shall be conducted in accordance with the Commission's Arbitration Rules. The arbitral award is final and binding upon both parties.

Some or all of the Products may be subject to Import/Export Control Regulations. Such Products shall not be imported/exported by the Buyer without the prior approval of the relevant authorities. It shall be the responsibility of the Buyer to obtain any necessary approvals. No warranty is given by the Seller as to the eligibility of any Products for import/export to any given country.

Entire Agreement. This document sets forth the entire understanding of the parties with respect to the sale of the products hereunder and the other subject matter hereof and supersedes all other representations, communications and understandings between the parties whether written or oral. No employee of Seller is authorized to make a warranty in addition to those made in this document.

Buyer initials and date :