

SBG +Services Specific Terms & Conditions

The SBG + Services specific Terms and Conditions stated below refer to SBG Systems General Sales Terms and Conditions.

SBG +REMOTE QUICK START

Description

SBG Systems (SBG Systems S.A.S. also called the Company) will provide an initiation on the SBG Equipment acquired by the Client (Equipment can be Ellipse, Ekinox, Apogee, Quanta, and all grades of the Navsight Marine Solution and Navsight Land/Air Solution). The Company will use a remote access platform (i.e. TeamViewer) to do so. The Remote Quick Start shall happen only once, and during the year after receiving the Equipment. Duration of the session shall not exceed two (2) hours. Remote Quick Start program includes sensor connection, configuration, and basic troubleshooting.

Procedure

Before planning the session, the Client shall ensure the following conditions:

- SBG Equipment has/have been received and tested
- Client computer operating system should be Windows
- the SBG Software Development Kit (SDK) is installed on the same computer which will be used for the Remote Quick Start, and the SBG Equipment is connected to the same computer.

To schedule the Remote Quick Start, the Client shall contact the SBG Systems Support team:

- by phone to the French office: +33 1 80 88 43 70
- by phone to the U.S. office: + 1 (657) 549-5807
- or by e-mail (support@sbg-systems.com)

The Client shall indicate the invoice number to the Support Engineer. The Support Engineer will schedule the online meeting. The Instructor will provide all the information regarding the online platform before the Remote Quick Start to facilitate the preparation of the meeting.

Confidentiality

For any material that SBG Systems may produce during the Remote Quick Start, the Client shall keep confidential all know-how, including commercial and financial information that is of a confidential nature. SBG Systems shall not publish any information shared during the Remote Quick Start without the express prior written consent of the Client. The Client acknowledges that all intellectual property rights in the Remote Quick Start material and the documentation belong to SBG Systems, that rights in the training materials and documentation are licensed (not sold) to the Client, and that the Client has no right other than the right to use them.

Cancellation

SBG Systems reserves the right to change the program or to cancel the session at any time, without incurring any additional liability to the Client. In such circumstances, SBG Systems will offer alternative dates.

SBG +TRAINING

Description

The Training program is determined by SBG Systems. Training can be done at SBG Systems facility or at the place chosen by the Client. If the Training takes place at a Client's location, the Client shall ensure minimum equipment including a dedicated room with a video projection system.

It is SBG Systems responsibility to:

- provide training in a manner consistent with the technical and professional standards of the industry.
- provide an instructor qualified to conduct the training course(s)
- provide all necessary training materials to the Client.

Inertial Navigation

Procedure

Before planning the Training, the Client shall ensure the following conditions:

- If the Training takes place at a Client's location, the Client shall ensure that SBG Equipment have been received and tested

To schedule the Training, The Client shall contact the SBG Systems Support team:

- by phone to the French office: +33 1 80 88 43 70
- by phone to the U.S. office: + 1 (657) 549-5807
- or by e-mail (support@sbg-systems.com)

The Client shall indicate the invoice number to the Support Engineer. The Support Engineer will schedule the Training. Travel time is included in the duration of the training and should be invoiced accordingly. All travel expenses (transportation, accommodation, and meals) are at the Client's charge. Training duration shall not exceed the program duration. Attendance should not exceed ten (10) persons.

Confidentiality

Any materials that SBG Systems may produce during a Training course, The Client shall keep confidential all know-how, including commercial and financial information that is of a confidential nature. SBG Systems shall not publish any information shared during the Remote Quick Start without the express prior written consent of the Client.

The Client acknowledges that all intellectual property rights in the +Training materials and the documentation belong to SBG Systems, that rights in the training materials and documentation are licensed (not sold) to the Client, and that the Client has no rights other than the right to use them.

Cancellation

In case SBG Systems has to cancel the +Training because of an unexpected event (disease, flight cancellation, etc.), and if the Training takes place at the Client's location, SBG Systems should warn the Client at least one week before. SBG Systems reserves the right to cancel the course, without incurring any additional liability to the Client. In such circumstances, SBG Systems will offer alternative dates.

SBG +INTERVENTION DAYS

Description

Client can use the number of pre-paid Intervention Day(s) to get help for system installation and commissioning, integration, or on-site support. Duration and program are adjusted according to the Equipment and application. This service is only done on site (place chosen by the Client). Service duration is to be determined with the Client.

Procedure

Before planning the Intervention Day(s), the Client shall ensure the following conditions:

- SBG Equipment have been received in good state, without physical damage

To schedule the Intervention Day(s), The Client shall contact the SBG Systems Support team:

- by phone to the French office: +33 1 80 88 43 70
- by phone to the U.S. office: + 1 (657) 549-5807
- or by e-mail (support@sbg-systems.com)

The Client shall indicate the invoice number to the Support Engineer. The Support Engineer will schedule the Intervention Days. Travel time is included in the duration of the Intervention Days and should be invoiced accordingly. All travel expenses (transportation, accommodation, and meals) are at the Client's charge. Intervention Days duration shall not exceed the program defined by SBG Systems. Client shall ensure the security and physical integrity of the SBG Systems staff wherever they operate. SBG Systems reserves the right to refuse mission in dangerous areas.

Inertial Navigation

Cancellation

In case SBG Systems has to cancel the +Intervention Days because of an unexpected event (disease, flight cancellation, etc.), SBG Systems should warn the Client at least one week before. SBG Systems reserves the right to cancel the intervention, without incurring any additional liability to the Client. In such circumstances, SBG Systems will offer alternative dates.

SBG +CHECK & CALIBRATION

Description

The +Check & Calibration service includes a quality check, a firmware update, cleaning, and if required, a calibration in temperature and dynamics. A certificate is delivered. It guarantees the quality of the sensor data during three (3) years. This service can only be proceeded at the SBG Systems factory located in the SBG Systems Headquarters in France.

NB: Periodic calibration is not required with MEMS technology. The Check & Calibration service aims to provide a certificate guaranteeing the sensor performance.

Procedure

To schedule the Check & Calibration, the Client shall contact the SBG Systems Support team:

- by phone to the French office: +33 1 80 88 43 70
- by phone to the U.S. office: + 1 (657) 549-5807
- or by e-mail (support@sbg-systems.com)

The Client shall indicate the invoice number to the Customer Service. Customer Service will schedule a date with the Client accordingly to the production planning. The Client's Equipment shall be sent to SBG Systems office in France or United States, at Client's charge, and returned to the Client, at SBG Systems charge. Clearance charges, Value Added Tax or any other tax or duty are at the Client's charge. Title to and ownership of the Client's Equipment shall be and remain vested in Client at all times. Client insurance shall cover all losses and damages to the Equipment and also all risks to third parties in connection therewith.

SBG +WARRANTY

Legal Warranty

As per French law (articles 1641 to 1649 of the Civil Code), SBG Systems S.A.S (SBG Systems) - which Headquarters is located at 1, avenue Eiffel, 78420 Carrières-sur-Seine, France - warrants that all Equipment are conform and free from defect for a duration of two (2) years.

Manufacturer Warranty Description

SBG Systems warrants Equipment parts and labor, subject to the conditions set forth below, for the following time periods:

- Inertial Sensors (All models of Ellipse, Ekinox, Apogee, Quanta, Horizon): Two (2) years
- Navsight: Two (2) years
- Antennas: One (1) year
- Cables and Accessories: Ninety (90) days

The warranty start date is the delivery date, the date when the Equipment has been delivered to the Client's office. SBG Systems obligation under this warranty shall be to repair or replace the Equipment or part, or refund the purchase price paid for the Equipment.

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Manufacturer Warranty Conditions

This warranty does not apply if the Equipment has been damaged by accident, abuse, misuse, or misapplication or has been modified without the written permission of SBG Systems; if any SBG Systems serial number has been removed or defaced; or if any factory-sealed part of the system has been opened without authorization.

Manufacturer Warranty Procedure

Determination of replacement or repair will be made by SBG Systems staff. Prior to returning any Equipment, the Client must contact the SBG Systems Customer Service Team and secure a Return Material Authorization (RMA) number.

You can contact the SBG Systems Customer Service:

- by phone to the French office: +33 1 80 88 43 70
- by phone to the U.S. office: + 1 (657) 549-5807
- or by e-mail (support@sbg-systems.com)

All material returned under warranty shall be returned to SBG Systems office in France or United States, prepaid by the Client and returned to the Client, prepaid by SBG Systems.

If SBG Systems, in its sole discretion, determines it is not reasonable to repair or replace the defective Equipment, SBG Systems may refund to the Client the purchase price paid for the Equipment. Clearance charges, Value Added Tax or any other taxes or duties are at the Client's charge. Title to and ownership of the Client's Equipment shall be and remain vested in Client at all times. Client insurance shall cover all loss and damage to the Equipment and also all risks to third parties in connection therewith.

Manufacturer Warranty Extension Program

Client could protect its SBG Systems hardware investment beyond the standard warranty period by increasing the duration of the standard warranty.

Warranty extension applies on SBG Systems inertial sensors. All models of the following Product lines are concerned: Ellipse, Ekinox, Apogee, Quanta, and all grades of Navsight (Ekinox, Apogee, Horizon).

The Warranty Extension Duration can be:

12 Months (36 Months coverage total)

24 Months (48 Months coverage total)

36 Months (60 Months coverage total)

The +Warranty Extension can only be purchased at hardware order. The full purchase price for the Warranty Extension is paid at the purchase date of the concerning Equipment and is non-refundable. To purchase a Warranty Extension, the Client shall contact SBG Systems' Rep or local Distributor: <https://www.sbg-systems.com>

SBG +BACK-UP SYSTEM

Description

The +Back-up System service is only available when ordering a package (see SBG +Packages) and when acquiring an Ekinox or an Apogee inertial sensor.

The +Back-up system is a service that offers, during the period contracted (three, four, or five years), a similar or higher accuracy system as a replacement system in the following cases:

- During the duration of the "+Check and Calibration" service.

The "Check and Calibration" service consists of a sensor quality check, a firmware update if needed, cleaning, and sensor calibration in temperature and dynamics. The duration of this service depends on the sensor itself, and the level of activity of the Customer Service.

- In case of break-down, during the duration of repair.

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Determination of replacement or repair will be decided by Customer Service. Prior to returning any Equipment for repair, the Client must contact the SBG Systems Technical Support team and secure a Return Material Authorization (RMA) number.

The Back-up system includes a package similar (or higher grade) to the Client's Equipment in terms of functionality and use. This service can only be triggered if the Ekinox, the Apogee, or the Navsight solution (Navsight with Ekinox, Apogee, or Horizon IMU) need to be returned to SBG Systems factory.

Procedure

Determination of replacement or repair will be made by SBG Systems staff. Prior to returning any Equipment for warranty service, the Client must contact the SBG Systems Customer Service Team and secure a Return Material Authorization (RMA) number.

You can contact the SBG Systems Customer Service:

- by phone to the French office: +33 1 80 88 43 70
- by phone to the U.S. office: + 1 (657) 549-5807
- or by e-mail (support@sbg-systems.com)

Client's Equipment shall be returned to SBG Systems office in France or United States, prepaid by the Client and returned to the Client, prepaid by SBG Systems. SBG Systems will make every effort to ship the Back-up system in 48h after determining that the Client's Equipment should be sent for repair at the SBG Systems facility. Clearance charges, Value Added Tax or any other taxes or duties are at the Client's charge. Title to and ownership of the Client's Equipment shall be and remain vested in Client at all times. Client insurance shall cover all loss and damage to the Equipment and also all risks to third parties in connection therewith.

Loaner Period and Penalties

The period of loan of the back-up system shall commence at the Back-up System expedition date (when SBG Systems send the back-up system to the Client) and shall terminate when the equipment is returned to the SBG Systems' office. The Back-up system is to be returned to SBG Systems within 2 weeks after reception of the Client's own system. It should be packaged in its original box, in its original condition, in good working order and free from any damage, including cosmetic damage, and with all associated parts. Any pre-existing damage should be acknowledged by SBG Systems Customer Service within twenty-four (24) hours of receipt by it. A check of the backup system will be performed at Equipment reception and all missing parts and damages will be invoiced to Client. SBG Systems will bill the Client for the Back-up system not returned by end of the loan period. In such case, the Client agrees to pay for the Back-up system within 30 days of invoice. Back-up system price is available from your Sales Representative.

Back-up System Terms and Conditions

No reverse engineering is allowed on the Back-up system hardware and software. Client should strictly follow instructions provided by manuals accessible from the sensor web interface. The Back-up system could not be transported from its original delivery location without prior approval by SBG Systems. It is not allowed to transfer the equipment to any country prohibited by the French Department of Trade and Industry. The Back-up system service cannot exceed four weeks by year. Title to and ownership of the Back-up system shall be and remain vested in SBG Systems at all times. Client has only a right to use the Back-up system on the terms stated in this document.







Force Majeur

SBG Systems shall not be liable to the Client for any loss, damage or claim suffered by the Client directly or indirectly as a result of SBG Systems' failure or delay in performing any of its obligations under these terms and conditions where such failure or delay is caused by an occurrence beyond the reasonable control of SBG Systems. In the event that SBG Systems is unable to fulfil its obligations because of such force majeure it shall give written notice to that effect to the Client stating the particulars and the period of time that it is likely to be unable to perform its obligations.

SBG + PACKAGES

Description

A package combines several services ordered at the same time to obtain a -20% discount. Every service could be ordered individually except the back-up system service which is only available when ordering a package. The number of intervention days remains the same whether the package duration is 3, 4, or 5 years.

	ADVANCED	PREMIUM	ELITE
 Warranty Extension	●	●	●
 Check & Calibration	●	●	●
 Remote Quick Start	○	●	●
 Intervention Days	○	● 3 days	● 10 days
 Back-up System	●		●
 Training	○	○	○

○ Optional
● Included

Package +PREMIUM

The Package “+PREMIUM” includes a +Quick Start, a pack of 3 +Technical Days, a + Extended Warranty and a +Check & Calibration service.

The Extended Warranty duration can be:

12 Months (36 Months coverage total)

24 Months (48 Months coverage total)

36 Months (60 Months coverage total)

All the other services shall be consumed within the period covered by the warranty (3, 4 or 5 years). Conditions of each service included in the package apply.

Package +ADVANCED

The Package “+ADVANCED” includes a +Extended Warranty, a +Check & Calibration service, and a +Back-up System.

The Extended Warranty duration can be:

12 Months (36 Months coverage total)

24 Months (48 Months coverage total)

36 Months (60 Months coverage total)

All the other services shall be consumed within the period covered by the warranty (3, 4 or 5 years). Conditions of each service included in the package apply.

Package +ELITE

Inertial Navigation

The Package “+ELITE” includes a +Quick Start, a pack of 10 +Intervention Days, a +Extended Warranty, a +Check & Calibration service, and a +Back-up System.

The Extended Warranty duration can be:

12 Months (36 Months coverage total)

24 Months (48 Months coverage total)

36 Months (60 Months coverage total)

All other services shall be consumed within the period covered by the warranty (3, 4 or 5 years). Conditions of each service included in the package apply.

SBG Systems has the right to revise and amend these terms and conditions from time to time.
February 3rd, 2020.