

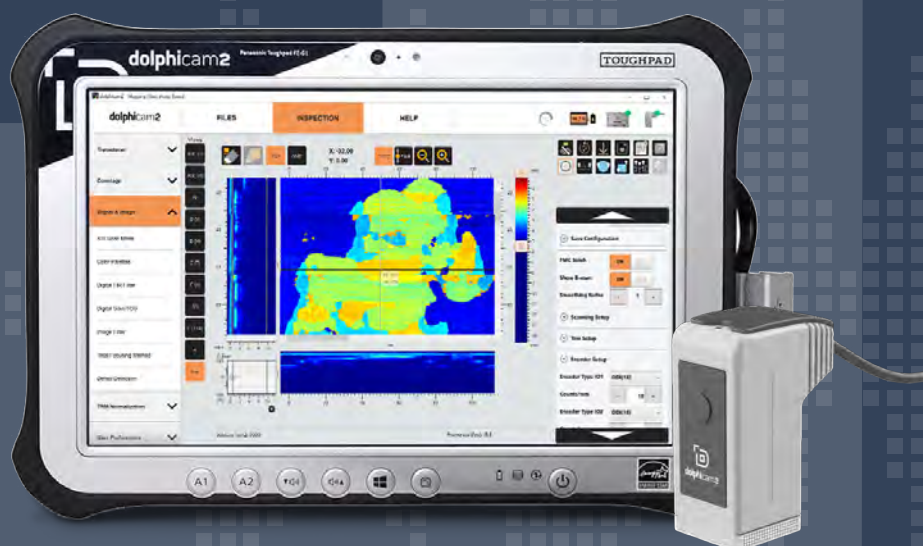


dolphitech

# DOLPHICAM2 PRODUCT SPECIFICATION

The dolphicam2 is capable of high-resolution imaging and precise measurements for a wide range of material types including composites, metals and multi materials.

With a straightforward, quick to deploy, user-friendly system, technicians of all experience levels can generate analysis-ready images of materials in real time for quick decision making.



dolphitech.com

 Made in Norway

# Black Box and Rugged Tablet

The dolphicam2 consists of a rugged 10" Panasonic Toughpad FZ-G1 tablet computer with a combined table stand and Black Box mounting bracket on its rear.

Kick stand allowing you to prop your device at almost any angle that's convenient for you.



## Features

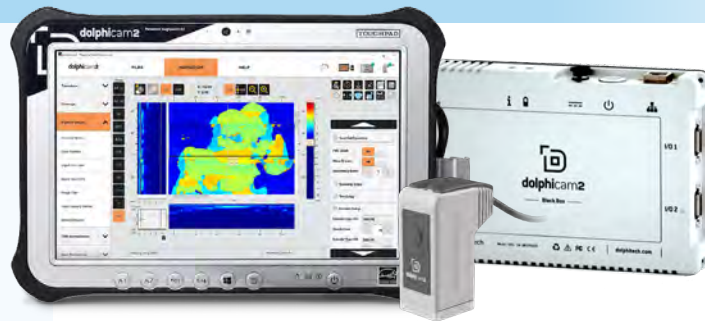
- ✓ Ergonomic & mobile
- ✓ Can connect to external PC
- ✓ Audio buzzer
- ✓ Bluetooth
- ✓ Wi-Fi
- ✓ Camera

## Size and weight

Toughpad & Black Box	4.65 kg
Size (including neck strap)	300 x 188 x 70mm
Size (Black Box)	200 x 130 x 32mm
Size (Toughpad)	270 x 188 x 19mm

## Technical details

Transducer ports	2x USB C
Other connections	Ethernet
Battery	6-8 hours
Ingress protection	IP65
PC/Host port	USB C



**The Toughpad has a daylight-readable display with gloved-multitouch and waterproof digitizer pen.**

The Black Box and Toughpad are joined by a sturdy metal frame. The whole system is reinforced to withstand daily site use.



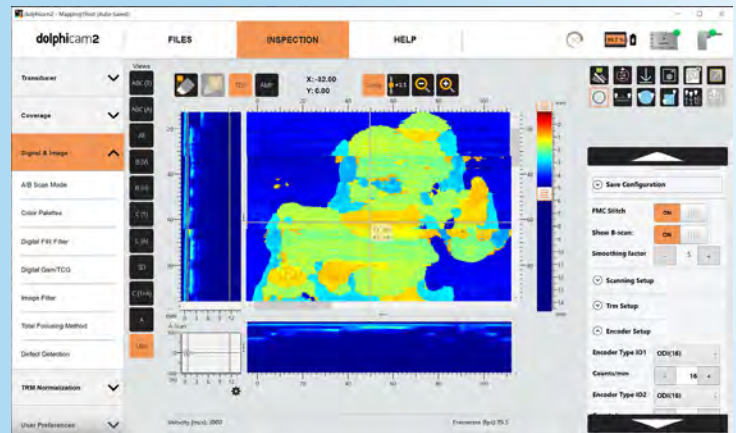
The Black Box itself is the heart of the system, driving the TRM while connecting to the Toughpad which runs and displays the software.

**The unit has been tested to withstand drops from 1.3 meters. It has IP65 ingress protection and long battery life (6-8 hours in normal use).**

The Toughpad is equipped with an Intel i5 CPU, 8GB of RAM and a 256GB SSD.

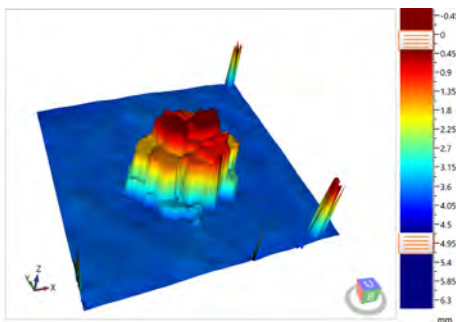
# Software

The dolphicam2 software is unique among NDT packages, designed from the ground up to complement the imaging capabilities of the platform. Ultrasonic images are shown not just using conventional signal amplitudes, but also as time of flight, opening up a world of instant, color-coded thickness mapping. This is helped further by the live 3D characterization view, which instantly enhance visualization and can be readily interpreted by different levels of end-users.



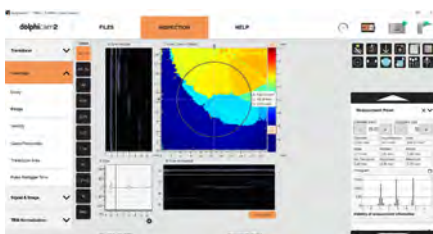
## Measurements

- Depth B-scan
- Line in C-scan
- Depth & Amplitude in C-scan
- Rectangle (Width, Height, Area)
- Circle (Diameter, Circumference Area)



## Views

- A-scan
- B-scan (vertical/horizontal, TFM)
- C-scan (Amplitude, ToF)
- 3D (ToF & Amp)
- Stitch view



## Features

- ✓ 1 Axis & 2 Axis Encoded Mapping
- ✓ Grid and free hand stitching
- ✓ Configuration setting files
- ✓ Full Matrix Capture (FMC)
- ✓ Total Focusing Method (TFM)
- ✓ TCG Functionality
- ✓ Digital Time Corrected Gain (TCG)
- ✓ Report configuration
- ✓ Defect Detection
- ✓ Histogram Statistical Data Graph

## Other General Functionality

- Color focus
- Reset settings to default
- Save screenshot
- Remote TRM activation
- Expanded view (hide config menu)
- Comfortable handle for portability

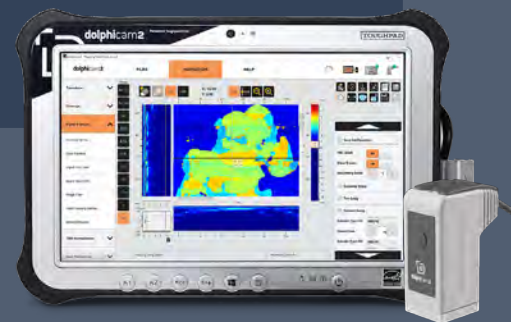


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For maximum image quality we also provide Total Focusing Method (TFM) reconstructions, with TFM images available on both vertical and horizontal B-scan views.

## Specification

Data transfer rate	Up to 3.2 Gbit/s depending on transducer settings
Effective data acquisition rate	30 full data sets (128x128 A-scans) per second with typical settings
Data processing	Low pass filter, data sampling, Total Focusing Method
Visualization	Single element signals (A-scans), vertical cross sections (B-scans), horizontal cross sections and material thickness mappings (C-scans) and 3D.
Adjustable settings	Measurement unit, material depth, gating, material sound velocity, transmit pulse shape, gain, filtering and averaging, time corrected gain, color palette
Statistical data	Mean (+Std. Deviation), Median, and Mode
Data file format	Open, HDF5 based file format
Time Corrected Gain (TCG)	0 to 10 dB/ $\mu$ s
Digital Gain	+50dB
Averaging	1 - 16
Delay	1 - 82 $\mu$ s
Depth	1 - 120 mm @ 6,000 m/s
Velocity	100 - 20.000 @ 6,000 (list of velocity)
Gates	3 separate gates
Amplitude threshold	Threshold for each gate
Capture method (for C-scan)	Max Absolute / Negative / Positive
A/B Scan Mode (RF)	Full, Absolute. Envelope
Color palettes	(Jet, gray, grav-inv, autumn bone, winter, rainbow, ocean, summers, spring, hsv, pink, hot, customizable)
Image filter	None, gaussian, median



## MORE INFORMATION

Want to learn more about what you can do with the dolphicam2

Contact us to arrange a 10-minute demonstration with one of our expert consultants to understand how you can utilize dolphicam2

[sales@dolphicam.com](mailto:sales@dolphicam.com)



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## GENERAL TERMS AND CONDITIONS OF SALES - 2021

### 1. GENERAL

- 1.1 The buyer ("Buyer") shall be entitled to place orders with Dolphitech for such quantities of products ("Products") as it may require at any given time by using Dolphitech's standard ordering procedures in force at the time of ordering. Products means equipment, software and/or a combination of equipment and software, as specified in the order. In case the Buyer is a legal entity organized and existing under the laws of the United States (or any state within the United States), Dolphitech shall mean Dolphitech, Inc., a corporation organized and existing under the laws of Delaware. In all other cases, Dolphitech shall mean Dolphitech AS, a Norwegian company with organization number 894 052 872.
- 1.2 The General Terms and Conditions of Sales – 2021 - referred to as this "Agreement", shall apply to each order for Products placed with Dolphitech by the Buyer, to the exclusion of all other terms and conditions (including any which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document), except to the extent that Dolphitech expressly agrees in writing, for any particular order, that a deviation from this Agreement has been agreed.
- 1.3 The Buyer shall order Products by submitting written orders, either in hardcopy or electronically to Dolphitech. Each order placed by the Buyer (or any purported acceptance of a quotation by the Buyer, shall be deemed to be an offer from the Buyer to purchase the relevant Products subject to the terms and conditions of this Agreement. No order will be deemed to have been accepted by Dolphitech until Dolphitech issues a written acceptance of the order (in physical or electronic form) to the Buyer. The Buyer shall inform Dolphitech of any discrepancies between its order and Dolphitech's order acceptance within five (5) Working Days of receipt of that acceptance (or within one (1) Working Day of receipt of acceptance, in the case of express deliveries). For the purposes of this Agreement, a Working Day means any day except any Saturday, Sunday, or any day on which banking institutions are authorized or required by law or other governmental action to close at the place of business of Dolphitech.

### 2. PRICES AND PAYMENT

- 2.1 The prices payable by the Buyer to Dolphitech for the Products are Dolphitech's current list prices or agreed prices in offer. The price list is subject to revision by Dolphitech at any time. Prices agreed in as part of an offer, are valid until agreed expiration date.
- 2.2 The prices for the Products are inclusive of those costs that are expressly allocated to a supplier under the applicable trade term of the International Chamber of Commerce (ICC) Incoterms 2020 (see Clause 3.1 below). The Buyer shall be responsible for paying all other fees, taxes, duties or costs that may be payable in respect of the purchase, exportation, importation and delivery of the Products.
- 2.3 The prices for the Products are exclusive of any value added and any other sales taxes and duties which may be chargeable. Where applicable, the Buyer shall pay such duties and taxes in addition, at the rate and in the manner prescribed by law.
- 2.4 The Buyer shall pay each invoice issued by Dolphitech within thirty (30) days of date of invoice, in Euros (if payable to Dolphitech AS) and US Dollars (if payable to Dolphitech, Inc.) or in such other currency as Dolphitech may instruct in writing.
- 2.5 The Buyer shall pay each invoice in full and cleared funds to the bank account of Dolphitech without any deduction, set-off or withholding, except for any deduction or withholding which must be made under applicable law. If the Buyer is required to deduct or withhold any amount under applicable law, the Buyer shall increase the sum it pays to Dolphitech by the amount necessary to leave Dolphitech with an amount equal to the sum it would have received if no deduction or withholding had been made.
- 2.6 If the Buyer delays in performing any payment obligations, Dolphitech shall be entitled to the payment of interest on the sum due at an annual rate of twelve (12) percent or if less, the maximum amount allowed by applicable law, from the due date until payment is received by Dolphitech. In no event shall the amount of interest (or any late charge if treated as interest) paid by the Buyer under this Agreement exceed the highest lawful rate. If such interest (or late charge) is treated as involving payment in excess of that permitted, then the obligations of the Buyer shall be reduced to the limits so permitted by law and if, from any circumstances, Dolphitech should ever receive any such excess, such sum shall not be deemed a payment of interest but shall instead be applied to reduce the principal obligations of the Buyer to Dolphitech. In addition, Dolphitech may, if the Buyer despite a written reminder does not satisfy its payment obligations within 14 days of receipt of that reminder, postpone the fulfilment of its own obligations until the



Buyer's payment obligations are fully satisfied. The rights of Dolphitech in this Clause 2.6 are without prejudice to any other rights or remedies to which Dolphitech may be entitled under this Agreement or at law.

- 2.7 At the request of Dolphitech, the Buyer shall provide security in form and substance satisfactory to Dolphitech for any amounts due or to become due to Dolphitech.
- 2.8 To the extent permitted by applicable laws, all Products shall remain the property of Dolphitech until the Buyer has paid all sums due to Dolphitech in respect of those Products in full. The Buyer shall give Dolphitech all necessary assistance in taking any measures required to protect Dolphitech's title to the Products. Until ownership of the Products has passed to the Buyer, the Buyer shall ensure that Dolphitech (or its authorized representative) is permitted to enter into any premises where those Products are stored at any time to inspect or recover them.

### 3. DELIVERY

- 3.1 Dolphitech shall arrange for the Products to be delivered **Ex Works (ICC Incoterms 2020)** to Dolphitech's designated shipping/pick up address, unless Dolphitech explicitly accepts different ICC Invoterms 2020 in its order acceptance). The Buyer shall ensure that it has made all arrangements to receive delivery/pick up on the date(s) which Dolphitech informs the Buyer that delivery will be made. The Buyer shall provide Dolphitech with all information necessary for Dolphitech to ship to the Buyer. In the absence of specific written instructions from the Buyer, Dolphitech will select the carrier, but such carrier will not be the agent of Dolphitech. Dolphitech will pack all Products in accordance with standard commercial practices.
- 3.2 Risk in the Products shall pass to the Buyer on delivery in accordance with the applicable delivery terms.
- 3.3 Dolphitech will use reasonable endeavors to deliver the Products by any definite delivery date that has been agreed by Dolphitech in writing (or if no delivery dates have been so agreed, then within 60 days of Dolphitech's acceptance of the relevant order). However, all delivery dates are estimates only. In addition, in no event, shall Dolphitech be responsible for delay in delivery due to any cause beyond Dolphitech's control. If Dolphitech becomes aware of a delay or a possible delay, the Buyer shall be notified promptly. The delivery schedule shall be revised accordingly.
- 3.4 Dolphitech shall not be liable for any loss (whether direct, indirect or consequential), costs, damages, charges or expenses caused by any delay in delivering the Products, even if caused by Dolphitech's negligence. Any liability of Dolphitech for any delay or failure to deliver Products shall be limited to delivering the Products within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Products. No delay in delivering the Products shall entitle the Buyer to terminate or cancel any order for the sale of such Products unless any delivery will occur more than ninety (90) days after order acceptance, or unless Clause 9.2 applies.

### 4. WARRANTIES AND LIABILITY

- 4.1 Dolphitech warrants that the Products upon delivery, if properly used by the Buyer, will be free from defects in design, materials and workmanship. Unless otherwise expressly stated in any written guarantee terms submitted to the Buyer by Dolphitech and which are in effect at the time of delivery of the Products in question, Dolphitech's obligations under the above warranty will expire no later than twelve (12) months after delivery of the Products to the Buyer, and is subject to Dolphitech being notified in writing by the Buyer within thirty (30) days of delivery for defects that are apparent on visual inspection, and within thirty (30) days after discovery of the defect (for defects that are not apparent on visual inspection).
- 4.2 In no event shall the warranty in Clause 4.1 apply to any Product that has been subject to installation error, unauthorized use, negligence, accident, alteration, abuse, misuse, normal wear and tear or any adverse event occurring after delivery of the Product to the Buyer, or if further use is made of the Product after discovering the defect. Nor shall the warranty apply if any spare parts or other parts or components other than Dolphitech's original parts and components have been used, if normal service has not been carried out in accordance with the requirements specified in the Product's user manual, or if the defect arose as a result of a breach by the Buyer of this Agreement.

**THE WARRANTY SET OUT IN CLAUSE 4.1 IS THE ONLY WARRANTY BY DOLPHITECH WITH RESPECT TO THE PRODUCTS. PRODUCTS ARE OTHERWISE DELIVERED ON A STRICTLY "AS IS" BASIS. AND NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER BY LAW OR CUSTOM, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, COMPATIBILITY WITH ANOTHER PRODUCT, CONDITION OR DESIGN, OR CONFORMANCE WITH SAMPLE OR PRE-CONTRACT REPRESENTATIONS SHALL APPLY. DOLPHITECH'S**



**WARRANTIES ARE FOR THE BENEFIT OF THE BUYER AND NOT FOR ANY THIRD PARTY. THE WARRANTY EXCLUDES NON-PRODUCTION VERSIONS, ENGINEERING SAMPLES, AND TEST AND DEVELOPMENT SYSTEMS CONTAINING THE PRODUCTS.**

- 4.3 Dolphitech's liability to the Buyer for any claim under the warranty in Clause 4.1 shall be limited to repair or replacement (at Dolphitech's option) of defective Products and (subject to Clause 4.8) this shall be the Buyer's sole remedy with respect to defects. Dolphitech shall undertake repair or replacement within a reasonable time. Dolphitech is not obliged to undertake any repair or replacement at any place other than at Dolphitech's own production facilities. The Buyer shall carry out dismantling and re-installation of defective Products at its own risk and cost. Transport of defective Products to Dolphitech shall be at the Buyer's account and risk and transport of repaired or replaced Products to the Buyer shall be at Dolphitech's account and risk.
- 4.4 If the Buyer has given notice of non-conformity with the warranty and no defect is found, following a root cause analysis, for which Dolphitech can be held liable, Dolphitech shall be entitled to compensation for the reasonable costs and expenses Dolphitech has incurred by reason of such notice.
- 4.5 If a Product complaint could give rise to any liability on the part of Dolphitech, the Buyer shall not (whether during the term of this Agreement or after its expiry or termination) admit liability or settle the matter without Dolphitech's prior written consent, and Dolphitech shall have the right (upon written request) to have sole conduct and control of any action or proceedings in respect of that complaint.
- 4.6 The Buyer shall notify Dolphitech of any such complaint about the Product of which it becomes aware, within five (5) days of the Buyer learning about such complaint. Subject to Clause 4.5, the Buyer shall deal with such complaint and keep Dolphitech fully and regularly informed of its progress and, where requested, shall provide such information and assistance to Dolphitech in relation to such complaint as Dolphitech may reasonably require.
- 4.7 Except as otherwise expressly provided in this Agreement, the Buyer assumes complete and exclusive responsibility for any and all of its activities concerning the Products and this Agreement, and shall indemnify and keep indemnified and hold harmless Dolphitech, its affiliates (and its and their respective officers, directors, employees, shareholders, agents and contractors) (each an "Indemnitee") from and against all Losses which may be brought against an Indemnitee by any third parties or which an Indemnitee may incur, directly or indirectly, as a result of or arising out of any such activities howsoever caused (including but not limited to any Losses arising from injury, death or damage to property), subject always to Clause 4.8. Dolphitech shall give the Buyer notice of any claim and of any legal proceedings within the scope of the indemnity in this Clause 4.7 and shall give the Buyer the right to conduct the negotiations of any such claim and the defense of any such legal proceedings, subject to the right of Dolphitech to be associated with such negotiation or defense and subject always to Clause 4.5.
- 4.8 Nothing in this Agreement shall exclude or limit the liability of Dolphitech for (a) death or personal injury caused by Dolphitech's negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter, liability for which cannot be excluded or limited by law.
- 4.9 All conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement, which are not expressly set out in this Agreement, are hereby excluded to the fullest extent permitted by law.
- 4.10 Subject to Clause 4.8, in no event, whether as a result of breach of contract or warranty, tort liability (including negligence and strict liability), or under any other legal theory, shall Dolphitech be liable for: (a) any incidental, consequential, punitive, special or indirect injuries, damages or losses whatsoever (whether or not the loss was reasonable foreseeable and even if Dolphitech had been advised of the possibility of the Buyer incurring that loss or type of loss); or (b) any loss of profit, loss of revenues, loss of anticipated savings, loss of business, loss of contract, loss of goodwill or claims of customers (in each case whether of a direct, indirect or consequential nature).
- 4.11 Subject to Clause 4.8, in no circumstances shall Dolphitech's aggregate liability to the Buyer in any calendar year (whether arising from negligence, breach of contract, misrepresentation or under an indemnity or in any other way) arising out of or in connection with this Agreement exceed an amount which is equivalent to the sums paid and/or payable by the Buyer to Dolphitech under this Agreement in that particular calendar year.
- 4.12 This Clause 4 shall be unaffected by any expiry or termination of this Agreement or any part thereof, and shall apply notwithstanding any other provisions of this Agreement or any other agreement.

**5. CHANGES IN THE PRODUCTS**



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5.1 The Buyer may not make any changes to the Products or their labelling or packaging, except with the prior written approval of Dolphitech.

5.2 Dolphitech reserves the right to change and to discontinue production of any of the Products. Dolphitech undertakes to inform the Buyer, with reasonable advance notice, before any significant material changes in any of the Products are made or the production of any of the Products is discontinued.

## 6. COMPLIANCE WITH LAWS AND REGULATIONS

6.1 In performing this Agreement, the Buyer shall:

- (a) comply with all applicable anti-corruption and anti-bribery laws and regulations from time to time in force, and comply with all anti-corruption or ethics policies of Dolphitech and/or any relevant industry body as notified by Dolphitech to the Buyer from time to time;
- (b) not offer to make, make, promise, authorize or accept any payment or the giving anything of value (either directly or indirectly) to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage or obtain or retain business; and
- (c) not make any payment or provide any gift to a third party in connection with the subject matter of this Agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Nothing in this Agreement will alter or transfer either party's ownership of any intellectual property. The Buyer has full right of disposal of the Products delivered. Dolphitech (or its licensors) shall retain all right, title and interest in and to all intellectual property rights, such as, but not limited to, patents, copyrights, trademarks, design rights, software, trade secrets and confidential information embedded in the Products. Any and all software provided by Dolphitech hereunder may, at the request of Dolphitech, be subject to the terms and conditions of an applicable license agreement, which will accompany the software. The Buyer is not allowed to remove, alter or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the Products. The Buyer may not modify, alter, or create derivative works of, or reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from any software forming part of the Products. Unless otherwise agreed between the parties, Dolphitech shall have a royalty-free, worldwide, sub-licensable, irrevocable and perpetual license to use or incorporate into the Products any suggestions, proposed enhancements, recommendations and other feedback provided by the Buyer related to the operation of the Products.

7.2 If the Buyer becomes aware that any Product or the manufacture, marketing, promotion, use, sale or disposal of any Product, infringes the rights of any third party, or that the Buyer's use of any intellectual property rights of Dolphitech so infringes, then:

- (a) the Buyer shall notify Dolphitech promptly of that fact, giving full details of the circumstances;
- (b) Dolphitech shall defend the Buyer against any third-party claim in respect of such infringement (a "Claim") and be responsible for the costs incurred by both Parties in respect of such Claim. Dolphitech shall be entitled to retain all damages and other sums that may be recovered from third parties in connection with the Claim;
- (c) Dolphitech, at its option, shall have sole conduct and control over any negotiations, defense proceedings and/or settlement in relation to any Claim. The Buyer shall not make any representation, admit liability or settle any Claim without the prior written consent of Dolphitech;
- (d) the Buyer shall (at Dolphitech's cost) assist and co-operate with Dolphitech in relation to any Claim as and when reasonably requested by Dolphitech; and
- (e) Dolphitech shall be entitled (at its option) to modify or replace the Products or parts thereof (or any other materials or items that that are subject of the relevant Claim) or procure the right of the Buyer to continue using the Products or using the materials or items in question, in order to overcome any objections raised in any Claim.





7.3 The obligations of Dolphitech in Clause 7.2 shall not apply to any Claim if the infringement or alleged infringement in question is attributable to the negligence of the Buyer or its affiliates, or to a breach of this Agreement by the Buyer. Dolphitech shall have no responsibility under Clause 7.2 for claims arising from (i) modifications of the Products by the Buyer or any third party; (ii) combination or use of the Products with Buyer or third party hardware or software or any other third party product not supplied by Dolphitech, or any other unauthorized use, if such claim would not have arisen but for such combination or use, (iii) Dolphitech's modification of the Products in compliance with written specifications, designs or instructions provided by the Buyer, or (iv) use of other than the latest version of the Products provided to the Buyer by Dolphitech if the use of the latest version would have avoided infringement. Clause 7.2 sets out Dolphitech's entire liability to the Buyer in respect of any Claim, subject to the limitations set out in Clauses 4.8 and 4.11.

## 8. DATA PROTECTION

8.1 Each Party shall comply with its respective obligations under all applicable data protection laws and regulations (including General Data Protection Regulation (EU) 2016/679 (GDPR) and national laws implementing those Directives, each as may be amended from time to time).

## 9. FORCE MAJEURE

9.1 Neither Party shall be held liable or deemed in default under this Agreement for any failure of or delay in performance of its obligations (other than an obligation to make payment) to the extent that and for so long as such performance is prevented or delayed by causes beyond its reasonable control, such as fire, flood, earthquake, war, pandemics, embargoes, blockades, strikes, riots, governmental interference and defects or delays in deliveries by suppliers or subcontractors if caused by any circumstance referred to in this Clause 9.1. The Party whose performance is so prevented or delayed shall promptly inform the other Party of the occurrence of any such event and the affected Party shall use all reasonable efforts to avoid the effect of such event and to mitigate damages to the extent possible. Upon termination of such event, the prevented Party shall forthwith resume the relevant obligations under this Agreement.

9.2 Should delivery of any Products ordered be delayed, due to an event of force majeure, for more than ninety (90) days, the Buyer shall be entitled to cancel the order with respect to such Products.

## 10. APPLICABLE LAW AND JURISDICTION

10.1 This Agreement and all purchase orders issued hereunder shall in all respects be governed by and interpreted, and all rights and obligations of the parties shall be determined, in accordance with Norwegian law, without regard to its conflict of laws rules. Notwithstanding the foregoing, in case the Buyer is a legal entity organized and existing under the laws of the United States (or any state within the United States), this Agreement and all purchase orders issued hereunder shall in all respects be governed by and interpreted, and all rights and obligations of the parties shall be determined, in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

10.2 All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, breach or invalidity thereof, shall, with the exclusion of the ordinary courts, be referred to and finally settled by arbitration in accordance with the rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in effect on the date of referral to arbitration. The place of arbitration shall be Oslo, Norway. Notwithstanding the foregoing, in case the Buyer is a legal entity organized and existing under the laws of the United States (or any state within the United States), all disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, breach or invalidity thereof, shall, with the exclusion of the ordinary courts, be referred to and finally settled by arbitration in accordance with the rules of the American Arbitration Association in effect on the date of referral to arbitration. The place of arbitration shall be New York City. In each case, unless otherwise agreed, (i) the number of arbitrators shall be one; provided, however, that if the value in dispute exceeds US \$2,500,000, the number of arbitrators shall be three (3), and (ii) the language of the proceedings, documentation and the award will be English.

Notwithstanding the foregoing, Dolphitech may take any legal action necessary at any competent court for collection of any payment due to Dolphitech hereunder, or to seek emergency or injunctive relief. The Parties hereto do hereby submit to the jurisdiction of such court for such purpose.

## 11. EXPORT / US GOVERNMENT



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The Buyer accepts full responsibility for compliance with all applicable laws related to export controls. It shall be the obligation of the Buyer to obtain any required export license for the product. Dolphitech shall offer reasonable assistance in obtaining any such required license.

If the Products are purchased by the Buyer pursuant to or in connection with a U.S. Government contract or subcontract, the Buyer shall promptly notify Dolphitech in writing of any required provisions of applicable U.S. Government acquisition regulations. Such notified pertinent provisions, if approved by Dolphitech in writing (which approval shall not be unreasonably withheld or delayed), will be applicable hereto and will be incorporated herein by reference from and after the date such approval by Dolphitech.

## 12. MISCELLANEOUS PROVISIONS

- 12.1 This Agreement and the documents referred to in it constitute the entire agreement between the Parties hereto with respect to its subject matter and annuls and replaces any and all previous oral and written agreements, understandings and communications which may have existed between the Parties with respect to such subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently), other than as expressly set out in this Agreement. However, nothing in this Clause 12.1 shall limit or exclude any liability for fraud.
- 12.2 No modification, amendment, alteration or waiver of any provision of this Agreement will be valid or binding unless made in writing and signed by the duly authorized representatives of both parties.
- 12.3 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties, provided always that the Buyer shall not assign or encumber this Agreement or any of its rights, or sub-contract or otherwise delegate any of its obligations under this Agreement, without the prior written consent of Dolphitech, which may be withheld for any reason.
- 12.4 Nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.
- 12.5 Nothing in this Agreement is intended to, or shall be deemed to establish, any partnership or joint venture between the Parties.
- 12.6 Any notice required or permitted to be given under this Agreement by one of the parties to the other, shall be in writing in the English language and will be deemed to have been properly delivered if delivered in person, by prepaid registered air mail or by commercial courier, addressed to the respective Party on the address set forth in the preamble of the main body of this Agreement, for the attention of the Managing Director. Such addresses (or the person for whose attention the notice should be marked) may be changed by written notice given in the manner set forth above. Notices delivered in accordance with this Clause 12.6 shall be deemed delivered on the date that the notice is left at the address for service (if delivered in person), or 5 days after dispatch (in the case airmail or commercial courier), provided that if such date is a not a Working Day, then delivery will be deemed to take effect on the next day thereafter which is a Working Day.
- 12.7 If for any reason one or more of the provisions of this Agreement shall be held to be invalid, void, illegal or unenforceable in any respect, then the relevant provision(s) shall be omitted and the remainder of this Agreement shall remain valid and binding. The Parties agree that they shall replace the offending provision or provisions with a valid, legal and enforceable arrangement which in its economic and other effects shall be as close as possible to the contractual situation prior to the offending provision(s) being omitted.
- 12.8 The Buyer warrants to Dolphitech that it has the right, power and authority to enter into and perform this Agreement and that the performance of this Agreement is not in violation of any other agreement to which the Buyer is a party or by which it is bound.
- 12.9 This Agreement has been drawn up in the English language, with this version prevailing over any other version, even if the Parties have signed such a version.

*End of Terms*