

Our Ref: 24VOF-00111-AP

Your Ref: Email Thursday, September 19, 2024 12:47

**WHIRLYBIRD**

<http://whirlybird.in/>

Att. Bramh Datt Awasthi  
Managing Director  
Whirlybird Electronics Pvt Ltd  
Mumbai 401-208, INDIA

**Subject: Request for Naval INS**

Dear Mr. Awasthi,

Many thanks for your interest in our products: please find attached our proposal for RP (Recurring Price), and lead time for NAUTILUS 5000 that is our COTS product closest to your requirement [1].

Your Sincerely,

Andrea Pizzarulli  
General Manager

Porto Sant'Elpidio, 27/09/2024

**Civitanavi Systems SpA**  
Via della Tecnologia 2/4  
63821 PORTO SANT'ELPIDIO (FM)  
Tel. +39 0733.773648  
C.F. e P.IVA 01795210432

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**REFERENCE DOCUMENTS**

[1] Whirlybird Technical\_Specs\_INS.pdf

**APPLICABLE DOCUMENTS**

[CNS-01] NAUTILUS 5000 Product Description: PRJ-PD-CFN0015N-03.pdf  
[CNS-02] CNS General Terms & Condition: Conditions of Sale.pdf

**DEFINITIONS**

ARO After Receipt of Order  
CNS Civitanavi Systems  
COTS Commercial Off-The-Shelf  
EC Economic Conditions  
FFP Firm Fixed Price  
INS Inertial Navigation System  
ROM Rough Of Magnitude  
RP Recurring Price  
TBD To Be Defined  
FOG Fiber Optic Gyroscope  
PO Purchase Order

**TECHNICAL PROPOSAL**

The technical proposal identified in response to your RFP is described in the following documentation:

Item	Description
INS CFN-15N NAUTILUS 5000	High performance Naval FOG INS Product description as attached [CNS-01]

Comparing NAUTILUS 5000 to your requirement [1] you can notice the following non compliances:

- 1) MIL-1553 is not supported
- 2) Free inertial performance (no aiding) is 4NM/hr
- 3) DVL aiding performance is 1NM/hr
- 4) Data update rate up to 100Hz (optional 200Hz or 400Hz)

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**COMMERCIAL PROPOSAL**

Below the recurring prices (RP) for proposed CFN-15N NAUTILUS 5000.

Item	Description	Qty	Unit Price*
1	FOG INS CFN-15N NAUTILUS 5000	1pcs	250.000,00 €

\* VAT Excluded, and with GT&C [CNS-02] unless reported in the offer differently attached GT&C.

Lead time of the item is 3months from ARO or export authorization released by Italian Government.

**ADDITIONAL TECHNICAL ASSISTANCE (TA)**

Additional Technical Assistance beyond above listed duration is detailed in the table below:

Technical Support	Price*
Hourly Rate	€ 180,00 / hour
Daily Rate	€ 1.322,00 / day
Weekly Rate	€ 8.580,00 / week
Weekly Rate (more than 1 week)	€ 7.950,00 / week

\* Prices are Ex-Works, Tax Excluded and excluding transportation (from Supplier premises to Company Site) and accommodation costs that shall be duly justified by the Supplier through invoices and bills.

Please note the following (with priority to the attached GT&C):

- 1) Inertial Systems are ITAR-FREE with USA content less than 10% of good value hence it is not subject to USA export control under de-minimis rules. An export authorization is need from Italian Government and PO, End User statement and Export Authorization Request Information needs to be provided. PO is subject to export authorization approval from Italina Government.
- 2) Items are classified as dual-use (category 7A003) and require export license according to EU rules to be re-exported outside EU. Utilization of Civitanavi goods, products, components, technology, intellectual property, and services ("Products") must strictly comply with relevant trade laws including but not limited to those issued by the United States, United Kingdom, the European Union and its Member States, and the United Nations. It is Civitanavi's policy to verify the end-use and end-users for all exports involving Civitanavi products or transfers of technical data or software. Customer confirms that it will provide ultimate end-user information letter and end-use information for each export, re-export, or transfer of Civitanavi Products. See Annex 1 for additional export clause.
- 3) Requested activities and deliveries will be executed according to ISO9001 Quality System.
- 4) Each product has a warranty of 12 months, starting from the product delivery date.
- 5) Extension of the warranty can be purchased at 5% of Item Price for each Item for each requested additional year of coverage
- 6) Prices are EC (Economic Conditions) 2024, for deliveries after 2024 related year escalation price will be evaluated.
- 7) Payments terms are 30% downpayment when export authorization is released and 70% before shipping
- 8) The validity of this offer is 30 days from the document date.

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COMMERCIAL IN CONFIDENCE

- 9) Shipping condition is EXWORKS, INCOTERMS 2020
- 10) This proposal is subject to Civitanavi's Terms and Conditions [CNS-02]
- 11) Engineering support for HAT and SAT is not included in this offer.

Please do not hesitate to contact us for further requests or clarifications.

Your Sincerely,

Andrea Pizzarulli  
General Manager

Porto Sant'Elpidio, 27/09/2024

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## Annex 1

### No Exportation Clause

The Buyer covenants, represents and warrants that the Products supplied from the Seller will not be sold, supplied, transferred or exported, directly or indirectly (including by means of representatives, agents, distributors or any third parties), transferred to any natural or legal person, entity or body in the Russian Federation and/or re-exported for use in the Russian Federation, or transferred for intended final use in the territory of the Russian Federation.

The Customer covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the Products and undertakes to promptly notify the Seller all such contracts as well as all breaches of the above covenants, representations, and warranties.

The Buyer acknowledges that the Seller is under a duty to notify the Italian authorities any breach of the above covenants, representations, and warranties.

In case of breach of any of the above covenants, representations and warranties by Buyer at any time, the Seller shall be entitled to terminate the sale contract and all other pending sale contracts executed between the Seller and the Buyer pursuant to article 1456 of the Italian Civil Code by written notice, without prejudice to its right to immediately receive all the contractual consideration irrespective of any contractual delayed payment provision in the Contract and claim damages and take any legal actions.

The Buyer shall indemnify and hold harmless the Seller against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by the Seller as a result of any such breach.

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