

Quotation for the TrakkaBeam A800

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End User: Royal Malaysian Navy

Platform: AW139



Commercial in Confidence

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1. Contents

1.	Contents	2
2.	Overview	3
3.	Pricing.....	4
4.	Technical Description	5
5.	Technical Specifications.....	5
6.	Special Conditions	6
	Appendix I - General Terms and Conditions of Sale	7

The information embodied in this quotation is strictly confidential and is supplied on the understanding that it will be held confidentially by the recipient and its officers, employees, agents and advisors and not disclosed to third parties without the prior written consent of Trakka Systems.

Page 2

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Trakka USA LLC
4725 Lena Road, Bradenton,
FL 34211, USA
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2. Overview

Please find attached pricing and technical information for the A800 high intensity searchlight. We are committed to providing our customers with systems that offer superior performance at a competitive price.

Technical Overview

The TrakkaBeam® A800 is an advanced multi mission searchlight for law enforcement, search & rescue, firefighting, air ambulance, and military applications. Delivering the benefits of the world's leading innovation in searchlight technology, the A800 offers multiple filter options to meet nearly any mission profile as well as multiple controller options to facilitate ease of use for the customer.

A800 Key Benefits

SUPERIOR BEAM PROFILE - TrakkaBeam's unique optical design utilizes a bespoke Xenon lamp technology requiring half the power of traditional searchlights to deliver a more intense and consistent beam where you need it. The precision design of the optical elements in relation to the lamp's arc source is responsible for the effective collimation and reduction of stray light and eliminates the black hole in the wide field of view and the bright spot generated in the center of the narrow field of view previously experienced in conventional searchlights, while providing an even beam with energy all the way to the edges, resulting in far less lost targets.

MULTI MISSION FUNCTIONALITY – All TrakkaBeam searchlights include the industry's only embedded in-flight, multi-filter solution. Up to six different filters can be activated at the touch of a button from inside the cockpit. Filters can range from extremely covert IR to ultra-violet. Different filter options reduce the glare from the fog, snow or moisture and can enhance natural color in the target field. This internal design allows greater mission capabilities, reduces bulk, weight, and also reduces costly maintenance.

LASER POINTER -The optional NVG compatible Laser Pointer (LP) facilitates expeditious target location for ground crews, increasing safety and mission effectiveness.

DO-160F TESTED AND CERTIFIED FOR PERFORMANCE AND RELIABILITY - The A800 system has been rigorously tested and certified to DO-160F standards by internationally recognized laboratories in the United States, Germany and Australia. This series of critical tests includes lightning strike, vibration, AF and RF susceptibility, magnetic effect and many more. This certification helps ensure a trouble-free and reliable searchlight system when installed.

EFFICIENCY IN DESIGN -The A800 offers the highest proven MTBF (Mean time between failures) in the industry. This, coupled with the comprehensive warranty, makes it the most advanced and cost-effective searchlight package available. This results in ease of installation and lowers overall cost.

EASE OF INSTALLATION – All TrakkaBeam searchlights offer the ability for Plug and Play slaving to camera and mapping systems. No need for extra boxes, additional modifications to the searchlight or complicated setup procedures.



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3. Pricing

Item	Qty	A800 Searchlight Gimbal	Unit Price	Extended Price
1	1	A800 Searchlight / Gimbal Assembly Trakka P/N 200009-0025000 » IR, 880 nm Filter Lens Assembly » Amber Filter Lens Assembly	\$50,717	\$50,717

Total \$50,717



4. Technical Description

ITEM	Reference	Description
1.	Searchlight & Gimbal Assembly	<ul style="list-style-type: none"> A800 Searchlight / Gimbal Assembly with Reusable shipping container (PN 109280), Lanyard Provision and Operators Manual Customer must specify Connector Configuration and Color (Flat Black Standard). See Trakka Configuration Document 051455 for further clarification Custom paint colors available for added cost and lead time

5. Technical Specifications

A800 SEARCHLIGHT	Specifications
Watts	800
Lumens	22,500
Peak Luminance (@ 1km)	17-19 Lux Across beam
Beam Width (focus)	4° - 13.3°
Diameter at 3300ft (1km)	249ft (76m), 40% of peak illuminance
Gimbal Control	2 Axis remote
Rotation	Azimuth: +180°/-180° (non-continuous) Elevation: +35°/90°
Slew Rate Variable	Azimuth: 0-60° per second Elevation: 0-60° per second
Serial Communication	RS232 and RS422

MECHANICAL	Specifications
SEARCHLIGHT ASSEMBLY	
Envelope Size (min)	Height: 18.82". (478mm) Width: 17.36". (441mm)
Envelope Size (max)	Height: 23.45". (593mm) Width: 19.17". (487mm)
Weight (searchlight/gimbal)	40.12lbs (18.2kg)

ELECTRICAL SPECIFICATIONS	Specifications
Input Range	22 - 32 VDC
Input Current	35 - 42 amps
Starting Time	1 second
Recycle Time	None



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6. Special Conditions

The following special conditions shall take precedence over any corresponding clauses in the General Terms and Conditions of Sale:

Not Applicable

Page 6

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Appendix I - General Terms and Conditions of Sale

This quotation, and any resulting sale, is expressly limited to the buyer's acceptance of the General Terms and Conditions of Sale set forth below, except where modified in writing by the proposal or quotation. Any additional or different terms and conditions submitted by the buyer shall not be acceptable to Trakka Corp. Pty. Ltd. ACN 067 833 612 ("Trakka") and shall be of no effect nor in any circumstance binding upon Trakka or any of its affiliates unless specifically accepted by Trakka in writing. Notwithstanding any different or additional terms or conditions contained in a purchase order or other document, Trakka accepts buyer's order only on the condition that buyer expressly accepts and assents to these General Terms and Conditions of Sale. Buyer's order shall not be binding upon Trakka unless and until such order is accepted by Trakka in writing. In the absence of buyer's acceptance hereof, Trakka's commencement of performance or Trakka's acknowledgement of a purchase order shall be for buyer's convenience only and shall not be construed as Trakka's acceptance of any of different or additional terms contained in a purchase order. In addition, buyer's acceptance of any products shall be deemed to be an acceptance of all of the General Terms and Conditions of Sale. Trakka hereby objects to any additional, contradictory or different terms contained in any initial or subsequent purchase order from buyer pertaining to the products, including, but not limited to, any indemnification, remedy or warranty provisions. Trakka's failure to object specifically to provisions contained in any purchase order shall not be deemed a waiver of the provisions contained in these General Terms and Conditions of Sale. Without limiting the generality of the foregoing, Trakka's rights and obligations hereunder will not be qualified by or subject to any vendor credentialing, code of conduct, or similar requirements imposed by buyer upon any of its vendors or suppliers.

1. VALIDITY:

1.1 This quotation shall remain open for acceptance for ninety (90) days from the quotation date unless otherwise agreed upon. If the final purchase order calls for changes in the equipment or services which differ from those specified in the quotation, then the prices and schedules will be adjusted accordingly.

1.2 This quotation, where applicable, in whole or in part, cancels and supersedes any previous quotations or offers made, written or verbally.

2. PURCHASE ORDERS:

Purchase orders shall be addressed to Trakka Corp Pty Ltd, 23 Kilpa Road, Moorabbin, Victoria 3189, Australia.

3. CURRENCY:

All prices are in United States Dollars (\$) unless otherwise stated.

4. SALES AND SIMILAR TAXES:

The prices quoted in this quotation do not include VAT, GST, sales, use, or any other tax, of any nature, which may be imposed specifically as a result of this transaction. The amount of any tax applicable to this transaction or the use of the product involved shall be paid by the buyer directly to the appropriate taxing authority, or to Trakka if itemized in the invoice.

5. PAYMENT TERMS:

5.1 50% of the total contract value (the "Deposit") will be invoiced after Trakka's acceptance of the purchase order and shall be paid within 10 days by bank transfer.

5.2 50% of the total contract value, will be payable prior to shipment by bank transfer, unless otherwise agreed by Trakka in writing.

5.3 If payment is not made within 30 days of receipt of Trakka's Invoice, any products relating to such Invoice will be restocked by Trakka and any advances, Deposits, or other payments received in relation to such products will be forfeited by the buyer and retained by Trakka.

5.4 Payment of products shall not be affected by any buyer's test or acceptance criteria.

5.5 Buyer's outstanding unpaid balances shall be subject to a finance charge, until such outstanding amounts are paid in full, at a rate equal to the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum rate permitted by law. Buyer shall also pay Trakka's cost of collection (including reasonable attorneys' fees). Payments received may be applied by Trakka against any obligation owed by buyer to Trakka or any of its affiliates.

5.6 Trakka may refuse or delay shipments if buyer fails to pay promptly any payments due Trakka. If Trakka shall, in its sole discretion, deem itself to be insecure regarding buyer's ability to fulfill the terms of payment herein specified, whether due to buyer's financial condition, status as an international account, or any other reason, Trakka may by notice to buyer (i) require full or partial payment in advance of delivery or (ii) reduce the credit terms. In addition to any other rights, Trakka shall further have the right, at its option, to terminate any sale of products without notice to buyer if: (a) payment is not made when coming due hereunder, (b) buyer becomes insolvent, or (c) buyer's ability to pay debt in the normal course of business otherwise becomes impaired.

6. **RETENTION OF TITLE:**
Ownership of the products shall remain vested in Trakka, until payment is received in full for each item in the applicable contract or purchase order.
7. **DELIVERY TIME:**
The delivery time is anticipated to be 90-120 Days from the date when all of the following have occurred:
 - 7.1 A formal purchase order is issued by the buyer to Trakka,
 - 7.2 The Deposit is received by Trakka,
 - 7.3 The Letter of Credit covering the balance is received by Trakka (if applicable, per the specific payment terms of the purchase order), and
 - 7.4 Trakka accepts the technical and commercial content of the purchase order.
- 7.5 All delivery dates are approximate, and Trakka shall not be liable for damages or costs which arise in connection with the delivery of goods after the date stated on any quotation, purchase order or other document. Delivery dates are further dependent upon the prompt receipt by Trakka of all information required by Trakka to proceed with work immediately and without interruption.
- 7.6 Once an order is accepted by Trakka, it may not be cancelled or changed by buyer, nor shall buyer be entitled to delay shipment or performance, except with the written consent and upon terms and conditions approved by Trakka in writing. If Trakka consents to the cancellation of an order for products pursuant to the foregoing sentence, buyer shall pay to Trakka within thirty (30) days of such cancellation, all costs and expenses incurred by Trakka in connection with buyer's order (including without limitation, any restocking fee and reasonable cancellation charges) of an amount not less than twenty-five percent (25%) of the cancelled order. Any extra cost incurred by Trakka to meet buyer's request for rescheduling/cancellation will be buyer's responsibility.
8. **SHIPMENT; INSURANCE; PACKAGING:**
 - 8.1 The buyer assumes all shipping and regulatory costs and responsibilities of transporting goods from Moorabbin Victoria, Australia as per EXWORKS (Incoterms 2020). Notwithstanding Section 6 above, risk of loss shall pass to buyer upon availability of goods to the carrier.
 - 8.2 Notwithstanding EX WORKS or any other terms set forth herein, the buyer must arrange for insurance of the products for shipping. The buyer is responsible for all costs of insuring products during shipment. If Trakka requests, the buyer must provide proof of insurance.
 - 8.3 Trakka will package all products for shipment according to industry standards for international shipments. Trakka, in its sole discretion, may accept reasonable special packaging instructions notified to Trakka by the Buyer. Trakka will invoice the Buyer for the additional costs of any specialized packaging.
9. **PART NUMBERS:**
Part numbers shall be determined upon final selection of hardware options and software interfaces by the buyer.
10. **CHANGES IN SPECIFICATIONS:**
 - 10.1 Trakka operates a policy of continuous product improvement and therefore technical specifications may be subject to change without notice.
 - 10.2 Trakka may replace listed delivery items such as cameras, recorders, PC computers or monitors to a later model with similar or better performance if the described model no longer is available on the market. The buyer shall be promptly notified of any such changes.
11. **FACTORY ACCEPTANCE TEST:**
The buyer shall be notified when the factory acceptance test will be carried out and shall have the option of witnessing the procedure at own expense. The factory acceptance test shall be completed by Trakka in the event that the buyer does not to attend.
12. **SYSTEM ACCEPTANCE:**
Trakka shall have the right of final determination as to system acceptance.
13. **INSTALLATION AND CERTIFICATION:**
Installation and certification shall be the responsibility of the buyer.
14. **INSTALLATION SUPPORT:**
Any installation support provided by Trakka shall relate only to the installation of items that it has supplied. Integration of all other third-party items and ancillaries shall be the responsibility of the buyer. Trakka shall not be responsible in the event that the installation cannot be completed due to unavailability of expert assistance on all other third-party items and ancillaries.
15. **OWNERSHIP:**
The specifications, drawings, manufacturing data and other information transmitted between Trakka and the buyer in connection with this quotation and any resulting purchase order or contract are the property of the originating party and are disclosed in confidence on the condition that they are not to be reproduced, copied, disclosed to third parties, or used for any purpose detrimental to the interest of the other party.

16. EXPORT CONTROLS:

Some of the items proposed are controlled items and classified as Dual-use Goods and Technologies and may require approval from the Australian Government as applicable when exported to countries outside of Australia. When requested, it is the responsibility of the buyer to provide Trakka with an end user declaration and a declaration of final country of destination. Seller's performance hereunder and under the Order is specifically subject to any necessary approvals from the Australian Government. In the event of any failure or delay in the securing of such approvals, Seller will be permitted to delay, re-schedule, or cancel performance under the Agreement and the Order.

17. PROHIBITED USES:

The buyer shall not, in any way:

- 17.1** Modify the product, except as permitted in the normal use of the product.
- 17.2** Reverse-engineer, disassemble, or make any attempt to copy the product.
- 17.3** Transfer the product to any person or entity in violation of any applicable export regulations.
- 17.4** **These commodities, technology or software may not be used in the design, development, production or use of nuclear, chemical or biological weapons or missiles.**
- 17.5** Buyer represents and warrants that products will not be used, resold, transferred, exported or reused in any way by buyer in violation of any laws, regulations of any federal, local, state or other governmental entity including export/import controls imposed by the Australian or any other government.

18. WARRANTY:

Trakka warrants that the product is free from defects in material and workmanship for a period of one (1) year from the date of shipment. Trakka will repair or replace (at its option) any such device which is returned to the Trakka factory office, with transportation charges at the buyer's expense and within the warranty period. The liability of Trakka shall be limited to the repair or replacement of the device and shall not include installation, or any other charge or expense incurred. This warranty shall not apply to any unit or part thereof which, in the opinion of Trakka, has been installed or used improperly; damaged by accident, misuse, or negligence; or altered or repaired in such a manner as to impair performance. Trakka shall have the right of final determination as to the existence and cause of any such defect. Trakka accepts no liability whatsoever for any extension to the warranty that is given by the buyer without Trakka's express approval in writing. System accessories (third party items) such as recorders and monitors shall carry the original equipment manufacturer's warranty. Buyer understands and acknowledges that any warranties provided by Trakka with respect to the products are dependent upon placement of the products in a standard or engineer-approved position on the applicable aircraft.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS OTHERWISE EXPRESSLY AGREED TO BY TRAKKA IN WRITING, NEITHER TRAKKA NOR ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR PERSONNEL (OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS) MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS, THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF BUYER, OR NON-INFRINGEMENT, AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED. TRAKKA FURTHER DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONFORMANCE OF THE PRODUCTS WITH ANY REQUIREMENTS OR SPECIFICATIONS PROVIDED BY BUYER, UNLESS THE CONFORMANCE WITH SUCH REQUIREMENTS OR SPECIFICATIONS HAS BEEN SPECIFICALLY AGREED TO BY TRAKKA IN WRITING. Further, any course of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

19. DISCLAIMER OF DAMAGES:

NEITHER TRAKKA NOR ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR PERSONNEL (OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS) SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS RESULTING FROM INABILITY TO USE THE PRODUCT, INCREASED OPERATING COST, LOSS OF PRODUCTION, LOSS OF ANTICIPATED PROFITS, OR SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER SIMILAR OR DISSIMILAR, OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER WHETHER BASED ON BREACH OF CONTRACT (FUNDAMENTAL OR OTHERWISE), TORT (INCLUDING NEGLIGENCE), OFFENSES, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW. Without limiting the foregoing, under no circumstances will Trakka or any of its affiliates, employees, contractors, agents, representatives, or personnel (or their respective successors or assigns) be responsible for any



purchase price reimbursements, costs, penalties, fees, or other amounts associated with buyer's purchase or acquisition of any replacement product.

20. LIMITATION OF LIABILITY:

IN NO EVENT SHALL THE LIABILITY OF TRAKKA OR ANY OF ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR PERSONNEL (OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS) ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT LIABILITY, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

21. NONWAIVER:

If Trakka does not insist on strict compliance of the buyer with any of these General Terms and Conditions of Sale, or fails to exercise promptly any right occurring from any default of the buyer, then the foregoing shall not impair Trakka's rights in case of the buyer's default continues or in case of any subsequent default by the buyer.

22. GOVERNING LAW:

The rights and obligations of Trakka and the buyer with respect to the Trakka quotation and any resulting contract or purchase order shall be governed by the laws of the State of Victoria Australia, excluding the United Nations Convention on contracts for the International Sale of Goods.

23. DISPUTE:

Any disagreements shall not be settled in court. Any dispute arising between buyer and Trakka with respect to the transactions contemplated hereby shall be resolved by arbitration in the State of Victoria, Australia, in accordance with the laws of Victoria. Notwithstanding the foregoing, Trakka may institute an action for collection of any amount due from buyer hereunder in any court of competent jurisdiction, in which case buyer hereby consents to the personal jurisdiction and venue of the federal and state courts located in Victoria. No action, regardless of form, arising out of, or in any way connected with, the products may be brought by buyer more than one (1) year after the cause of action has accrued. It is specifically agreed that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

24. FORCE MAJEURE:

Trakka shall not be liable for delays in delivery or for failure to perform, and performance shall be excused, if such failure is due to causes beyond the reasonable control of Trakka or its subcontractors, including, but not be limited to, force majeure, acts of God, acts or omissions of buyer, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transaction or inability to obtain necessary labor, materials or supplies or any cause which renders Trakka's performance commercially impractical.

25. GENERAL:

These General Terms and Conditions of Sale, together with ancillary agreements, contains the entire agreement between Trakka and the buyer, and no provisions may be waived, modified, or altered except by writing executed by both parties. Buyer may not assign its right under or interest in any purchase order without the prior written consent of Trakka. These General Terms and Conditions of Sale shall be binding upon and inure to the benefit of buyer and Trakka, their successors and permitted assigns. No waiver by either party of any breach of these General Terms and Conditions of Sale shall constitute a waiver of any other breach. If any provision hereof is held to be invalid or otherwise unenforceable for any reason, all other terms and remaining conditions will continue to be in force. Any clerical errors are subject to correction.