PRICE LIST N°144 Diagnostic products: MARINE

valid as of 01/01/2010 INTERNATIONAL MARKETS

TEXA

GENERAL CONDITIONS OF SALE



1. DEFINITIONS

MANUFACTURER: the MANUFACTURER is TEXA S.p.A. VENDOR: the subject that sells the PRODUCTS to the CUSTOMER. CUSTOMER: the subject that buys the PRODUCTS from the VENDOR. PRODUCTS: all the products present in the TEXA S.p.A. official price list.

2. PURCHASE ORDER, PRICE AND PAYMENT TERMS

THE VENDOR will sell the PRODUCTS to the CUSTOMER using an order form denominated: TEXA PRODUCT PURCHASE ORDER. The price established and indicated in the SPECIAL CONDITIONS, given on the TEXA PRODUCT PURCHASE ORDER form, represents the sum of the net price agreed for the PRODUCTS and any accessory expenses. All additional expenses such as, for example, expenses incurred for work required to make electrics systems regulation compliant, structural building work, work on compressed air systems or other activities required in order for certain PRODUCTS to work shall be covered by the Customer. All additional interventions must comply with the MANUFACTURER's specifications. Payments must be made within the terms laid out in the SPECIAL CONDITIONS or, if not previously agreed, before delivery of the PRODUCTS. The Vendor may suspend the delivery of the PRODUCTS until full payment for the order has been received. In the event of delayed payment, CUSTOMERS will be required to pay interest equal to the legal interest rate plus a further 4% on the outstanding amount, in addition to any costs incurred for the collection of the same.

3. DELIVERY, TRANSFER OF OWNERSHIP AND ACCEPTANCE

The delivery date given in the SPECIAL CONDITIONS is non-binding. In any case, after a 4-week tolerance period, should the VENDOR not have notified the CUSTOMER regarding the availability of the PRODUCT ordered, the latter shall have the right to recede from the agreement by means of a written notification to the VENDOR, and, in this case, to claim re-payment of the amount paid as a confirmation deposit.

PART deliveries will be accepted. The place of delivery, when other than the Customer's headquarters, shall be indicated in the SPECIAL CONDITIONS. The ownership of the PRODUCTS will only be transferred once full payment has been received. Until that moment the Customer may not modify the PRODUCTS and the VENDOR may repossess the PRODUCTS, even by going personally to the place of storage. The CUSTOMER must inspect the PRODUCTS upon delivery, testing for faults and non-conformities, and in any case within 8 days from delivery. Should the VENDOR consent, at its own discretion and without obligation, to replace the PRODUCTS, they must be returned in their original conditions, equipped with packaging, together with a note of return and proof of purchase. The costs for returning the PRODUCTS shall be covered by the CUSTOMER. After 8 days from delivery, the PRODUCTS will be considered as accepted by the CUSTOMER.

4. CONSTRUCTIVE MODIFICATIONS

For reasons connected to the ongoing improvement of the PRODUCTS, rationalisation of industrial processes or variations in the components manufactured owing to changes in the sources of supply, the PRODUCTS are subject to continuous evolution that may involve constructive modifications relating to electronic, mechanic and cosmetic (such as colours and decorative elements) aspects.

Moreover, the information present in leaflets and in advertising documentation is merely indicative. In consideration of the above reasons, the CUSTOMER cannot refuse the PRODUCT that the VENDOR will make available in fulfilment of the order. Apart from the tolerances admitted by law or uses, the technical features of the PRODUCTS certified on the type-approval certificate and guaranteed by the MANUFACTURER for every instrument produced with the relative conformity certificate are binding.

5. PRODUCT GUARANTEE

5.1 HARDWARE: The VENDOR guarantees its PRODUCTS against manufacture faults and defects verified and recognised by the MANUFACTURER'S servicing network for a period of twenty-four months from the date of delivery or activation of the software. This guarantee consists in the obligation of the authorised VENDOR and/or authorised service centre to restore the PRODUCTS to full efficiency by free replacement or repair of faulty parts. The guarantee is not valid for defects deriving from: a) improper maintenance or erroneous or inadequate calibration, wear deriving from use, any accident caused by third parties, wrong electric installation or uninstalling; b) software, interfaces, spare parts and materials not supplied by the MANUFACTURER'S official sales and service networks; c) unauthorised modifications or improper use; d) usage of the PRODUCTS in environments that do not comply with the parameters specified for the PRODUCT; e) erroneous preparation or maintenance of the place of usage.

5.2 SOFTWARE: Although the MANUFACTURER has taken all the possible measures to assure the accuracy of the information contained or visualised in the software, it does not guarantee that the software, or any information contained and visualised in it, meets CUSTOMER requirements, is error-free, has an everlasting performance or that any defects in the software can always be corrected.

5.3 PLACE WHERE ASSISTANCE UNDER GUARANTEE IS PERFORMED: With the exception of written agreement to the contrary, all repairs covered by the guarantee will take place at the MANUFACTURER'S headquarters or authorised service centre. All expenses incurred for the transportation of the PRODUCT to repair from the CUSTOMER'S premises to the Service Centre and/or for the transfer of the assistance staff of the MANUFACTURER or of the Service Centre to the CUSTOMER'S premises shall be covered by the CUSTOMER.

5.4 TRANSPORT: The guarantee excludes damage caused during transportation and breakage caused by inadequate packaging performed by CUSTOMERS when returning goods for repairs.

6. MAINTENANCE

Before being delivered to the CUSTOMER, PRODUCTS are tested with care by the MANUFACTURER and the VENDOR (if envisaged). However, PRODUCTS always require routine maintenance (such as, for instance, systematic testings on the condition of the condensation filters and smoke in the "gas analyser", of the cleaning of smoke chamber in the "opacimeter" product, and that the batteries of portable PRODUCTS are adequately charged, etc). Failure to perform the routine operations, specified in the PRODUCTS handbooks, will render the right to service under guarantee void.

7. SOFTWARE USAGE LICENCE

The MANUFACTURER grants the CUSTOMER a non-exclusive licence for the use of the software contained in the PRODUCTS for the purposes described in the PRODUCT use handbook. For the purposes of the user licence contract, "software" refers to the program contained in the PRODUCT, and the term "licence" refers to the right to use or access a given copy of specific software. The LICENSEE must keep the licence contract as proof of the rights granted by the Licensor (MANUFACTURER). Should the LICENSEE not intend to accept the terms of the licence contract, he/she must immediately return the PRODUCT containing the software covered by the user licence to the VENDOR, together with all the other material and documentation received

The software contained in the PRODUCTS is the intellectual property of the MANUFACTURER and its suppliers. The software structure, organisation and code are important commercial secrets and confidential information belonging to the MANUFACTURER and its suppliers. Should the licensee not intend to accept the terms of the licence contract, he/she must immediately return the PRODUCT containing the software covered by the user licence to the VENDOR,

together with all the other material and documentation received.

The software is protected by international copyright laws, international copyright treaties and all other international laws and treaties governing intellectual property. For each user licence acquired, the CUSTOMER may use one copy of the software or previous version thereof for the same operating system.

The CUSTOMER may not:A) Rent, grant under sub-licence, lend, copy, modify, reproduce, translate, redesign, de-compile and/or disassemble the software granted him/her under licence or the information contained therein.B) Transmit the software or part of it via cable, air or any other medium.C) Create or derive works that are totally or partially based on the software or the information that it contains, or on associated information.D) Use, reproduce, print or market the software or the information it contains, in any form, including those not contemplated explicitly herein.This user license contract is valid for the entire period of use of the software. It expires with the destruction of the software and of its documentation. On termination of usage, it is agreed that all copies of the software, including those stored on smart cards, CD-ROMs, hard disks or other storage medium and the relevant documentation will be destroyed by the CUSTOMER.

The rights and obligations contained in the licence may not be transferred or delegated to others without written permission to do so from the MANUFACTURER.

The software is installed and used by the CUSTOMER at his/her own risk. In no case may the MANUFACTURER be held responsible for any loss or damage, of any type, including losses of profits or losses caused by the use of or inability to use the software due either to errors or shortcomings of the software even when caused by the user's negligence, or the use of the software in association with any other program. It is the CUSTOMER's responsibility to test the PRODUCTS in which the software is to be installed for computer viruses. The MANUFACTURER will not take any responsibility for losses, damage or costs of any type caused by the presence of viruses.

8. RESPONSIBILITY

The CUSTOMER is responsible for the use of any instrument and software program provided by the MANUFACTURERThe CUSTOMER undertakes to indemnify and free the MANUFACTURER and the VENDOR from responsibility and damage caused by the improper use of the PRODUCTS sold by the VENDOR to the CUSTOMER and by the use of the same that does not comply with the instructions, sequences and steps indicated in the programs and the user handbook.

The CUSTOMER shall make use of all the information obtained in any way from the MANUFACTURER or the VENDOR directly or through the programs and user handbook, in the knowledge that these cannot be exhaustive and that they always must be used as an integration of one's professional expertise.

9. FORCE MAJEUR

Strikes, industrial action, sudden and unforeseeable changes to the MANUFACTURER'S productive capacity, interruptions in transport or energy supply, orders by Public Authorities, natural calamities or other acts of God affecting the MANUFACTURER's premises, those of its suppliers, during transport or at the VENDOR's premises will be considered as justifiable reasons for delays in fulfilling the obligations set out herein and for delays in manufacture, distribution and repair processes.

10. CONFIDENTIALITY

The Parties undertake to consider all technical and commercial information exchanged between them in connection with this sales agreement and preparatory phases thereof as strictly confidential and shall not therefore disclose them to third parties without prior permission from the other party to do so.

The CUSTOMER also undertakes to refrain from purchasing products under Mandate to companies in competition with the MANUFACTURER.

11. TREATMENT OF PERSONAL DATA

Under art. 13 of Legislative Decree 196/2003, all personal data provided by the CUSTOMER in contractual, commercial and relations, will be subject by the MANUFACTURER, owner of the processing, to computerised or printed processing in order to fulfil legal obligations, for market research purposes and statistics and in order to allow a more efficient Management of commercial relationships. For the same purposes, the data may be passed on to the following categories of employees: Servicing staff, Sales staff and Marketing staff. The data may also be processed by the VENDOR for the abovementioned purposes only. Furthermore, subject to consent, the CUSTOMER's e-mail address(es) may be used by the MANUFACTURER for the transmission of information, advertising or material relating to future sales initiatives and for the announcement of new products, services and offers including those by third parties connected to the transport sector.Data conferral is optional and the CUSTOMER may exercise at any time his/her rights under art. 7 of D. Lgs. 196/2003, by writing to: privacy@TEXA.it.By signing hereunder, the CUSTOMER consents for his/her data to be transmitted and processed, according to the terms and conditions described above, in compliance with art.23 of Legislative Decree 196/2003.

12. ADDITIONAL AGREEMENTS

Any additional agreement or exception to these conditions of sale will only be binding if expressed in writing.

The CUSTOMER understands that the VENDOR cannot act as a representative of the MANUFACTURER, except for having been devolved power by means of a written proxy.

13. PLACE OF JURISDICTION

This agreement is governed by Italian law. The place of jurisdiction for any controversy shall be that competent for the area in which the VENDOR's headquarters are located.

The Export Sales Department is at your disposal for any further information or clarification you may need at the following addresses:

Tel.: 0422.791311 Fax: 0422.791455 E-mail: expsales@texa.it



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ТҮРЕ	ARTICLE	DESCRIPTION		PRICE
	D06591	NAVIGATOR TXM FOR PC	€	2.950,00
5	NEW	NAVIGATOR TXM basic unit including: USB cable, battery supply cable, antenna Bluetooth tool carrying belt, handbook, IDC3 MARINE software and USB hardware activation key.		
		DIAGNOSTIC CABLES		
	3902358	Marine (AM01) main diagnostic interface cable	€	72,00
	3902407	Marine (AM02) Honda diagnostic interface cable	€	15,00
	3902408	Marine (AM03) Kawasaki diagnostic interface cable	€	15,00
	3902247	Marine 2 pin (AM04) Mercury, Mercruiser diagnostic interface cable	€	21,00
	3902250	Marine 4 pin (AM05) Mercury, Mercruiser diagnostic interface cable	€	24,00
	3902413	Marine (AM06) Yamaha diagnostic interface cable	€	21,00
	3902414	Marine 6 pin (AM07) Volvo, Penta diagnostic interface cable	€	52,00
	3902417	OBD Marine (AM08) diagnostic interface cable	€	123,00
	3902467	Marine 2 pin (AM09) Volvo, Penta1 diagnostic interface cable	€	24,00
	3902468	UNIVERSAL cable with pin out adapters (AM10)	€	136,00
	3900803	BRP GROUP (SEA-DOO, ROTAX) diagnostic interface cable (3151/AP19)	€	46,00
		ACCESSORIES FOR NAVIGATOR TXM		
	3900024	Bracket kit for fastening NAVIGATOR/UNIPROBE on to diagnosis trolleys	€	29,00

TYPE	ARTICLE	DESCRIPTION		PRICE
		ELECTRIC MEASUREMENT TEST MODULE AVAILABLE VIA BLUETOOTH		
	D04240	ELECTRIC MEASUREMENT TEST MODULE - UNIPROBE	€	2.100,00
	D04240	UNIPROBE Module for electric measurement tests with USB connection or Bluetooth, with an tool fastening belt, instruction manual and software. The available electric tests are: - Multimeter - 4 ch oscilloscope - Test of battery efficiency and start up circuit, 2nd generation recharge* - Physical/electrical check of the 2nd generation CAN lines* - High voltage test, coil on plug, wasted spark and traditional ignition system testing* - Pressure tests*		2.100,00
		AN ADDITIONAL CABLE KIT FOR THE ELECTRIC MEASUREMENT TESTS MODULE		
MT	3901617	Cable kit for battery efficiency tests, start up circuit and 2nd generation charging systems	€	260,00
NT I	3901616	Cable kit physical/electrical check of 2nd generation CAN lines	€	130,00
	3901712 NEW	Cable kit for high voltage, coil on plug, wasted spark and traditional ignition system testing for Uniprobe **	€	1.100,00
		CABLE KIT ACCESSORIES		
	3901775	Case kit for items 3901617, 3901616	€	75,00
		ACCESSORIES FOR STARTING AND CHARGING KIT		
A	402/2	BICOR2 Amp Clamp flow: a) 10m V/A from 0 to 100 A; b) 1mV/A from 0 to 400 A (essential for start up and recharge tests for cars and bike).	€	230,00
	404/2	BICOR4 Amp Clamp flow: a) 1 V/A from 0 to 3 A; b) 0,1 V/A from 0 to 30 A (essential for electrical leak tests).	€	200,00
	S05640	PRESSURES KIT, TO SUPPLEMENT THE MULTIMETER AND OSCILLOSCOPE	€	570,00
-0-	3901774	Pressure sensor, connection cable with 28-pole connector	€	260,00
	3133/1	Standard hydraulic fitting kit case	€	310,00
		PRESSURE KIT ACCESSORIES		
	3133/2	Additional hydraulic fitting kit case	€	200,00
		ACCESSORIES FOR UNIPROBE		
	3900024	Bracket kit for fastening NAVIGATOR/UNIPROBE on to diagnosis trolleys	€	29,00

* Via an additional kit ** Available as of Software MSS version 3.0.0

DIAGNOSTIC PRODUCTS FOR PC | PC LINE

TYPE	ARTICLE	DESCRIPTION		PRICE
	S02241	DIAG STATION FOR PC	€	1.020,00
		Trolley particularly suitable for diagnostics. Includes: - case shelf (3); - Colour printer; - laptop upper shelf		
		ACCESSORIES		
R	3901428	Colour printer with Bluetooth connection	€	230,00
<	3901429	PRINTER WALL SHELF KIT with dustproof protective cover	€	160,00
	3902273	USB key Bluetooth	€	110,00
- •	72043007	Serial USB adapter cable	€	70,00
		WI-FI CONNECTION		
	3900769	Wi-Fi access point kit	€	250,00

A/C EQUIPMENT

ТҮРЕ	ARTICLE	DESCRIPTION		PRICE
		AIR+		
~	3902252 NEW	AIR+ Ultrasonic tool for cleaning of the air conditioning system and the main structure to be used with TEXA cleaning solution.	€	230,00
	3902253 NEW	12 pieces box TEXA cleaning solution	€	150,00
	3902254	12 pieces box "Clean car" scented	€	12,50

SERVICES & UPDATES

SERVICES AND UPDATES | Contracts

TYPE	ARTICLE	DESCRIPTION		PRICE
TEXA	AGA00M	MARINE TEXPACK NEW MAIN CONTRACT FOR THE IDC3 MARINE SOFTWARE (and annual renewal) Annual software update	€	300,00
TEXA	TS9600/01M	NEW TEX@INFO MARINE MAIN CONTRACT (Type D) for electronic information and phone consulting. (and annual renewal) The offered services are the following: A) Information bulletins; B) Phone assistance service with a TEXA expert. The TEX@INFO contract cannot be subscribed on its own but only in combination with the TEXPACK contract.	€	100,00 (*)
		CODES TO USE FOR FILLING OUT THE TEXPACK MARINE CONTRACT		
	DVPM0100G01	IDC3 PLUS MARINE Software		

WORK WEAR Line

TYPE	ARTICLE	DESCRIPTION		PRICE
		CLUPT	C	20.00
	AC16M AC16L AC16XL AC16XXL	SHIRT Shirts 100% massaua cotton in grey and white. Sizes: M, L, XL, XXL	€	29,00
		OVERALLS	€	46,00
	AC10M AC10L AC10XL AC10XXL	Quilted overalls 100% massaua cotton with detachable white and blue sleeves. Sizes: M, L, XL, XXL		
	ZG000031	CAP	€	9,00
		Cap with blue/white visor and TEXA logo		
	ZG000035	PAPER CARRIER BAG	€	1,80
TEXA		Blue/grey carrier bag with TEXA logo		
	ZG000026	A4 NOTE PADS	€	1,20
		A4 squared block note pads with TEXA logo and Internet addresses of all the offices		
	ZG000028	TEXA PEN	€	1,20
and the second second		Ballpoint pen with TEXA logo		
	ZG000014	BOX CUTTER	€	2,20
		Transparent pvc box cutter with TEXA logo		
	ZG000015	BALLOON	€	0,32
O		Balloon equipped with white pole with TEXA logo		
	8800079	SHOULDER BAG	€	2,40
TEXA		Shoulder bag with TEXA logo		

PROMOTIONAL PACKAGES

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PROMOTIONAL PACKAGES | NAVIGATOR TXM

TYPE	ARTICLE	DESCRIPTION
NEW	Z06590	NAVIGATOR TXM PROMOTIONAL PACKAGE FOR PC
	D06591	NAVIGATOR TXM basic unit including: USB cable, battery supply cable, antenna Bluetooth tool carrying belt, handbook, software MARINE and USB hardware activation key.
	3902358	Marine (AM01) main diagnostic interface cable

ТҮРЕ	ARTICLE	DESCRIPTION
	Z04260	UNIPROBE BIKE PROMOTIONAL PACKAGE
	D04240	 UNIPROBE Module for electric measurement tests with USB connection or Bluetooth, with an tool fastening belt, instruction manual and software. The available electric tests are: Multimeter 4 ch oscilloscope Test of battery efficiency and start up circuit, 2nd generation recharge* Physical/electrical check of the 2nd generation CAN lines* High voltage test, coil on plug, wasted spark and traditional ignition system testing* Pressure tests*
A	402/2	BICOR 2 Amp Clamp flow: a) 10m V/A from 0 to 100 A; b) 1mV/A from 0 to 400 A (essential for start up and recharge tests for cars and bikes).
	404/2	BICOR 4 Amp Clamp flow: a) 1 V/A from 0 to 3 A; b) 0,1 V/A from 0 to 30 A (essential for electrical leak tests).



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COMPANY WITH QUALITY MANAGEMENT SYSTEM CERTIFIED BY DNV = ISO 9001:2008 =

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