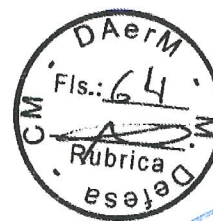


MARINHA DO BRASIL
DIRETORIA DE AERONÁUTICA DA MARINHA




DESPACHO

Junte-se ao Processo Administrativo NUP: 63003.003278/2023-23, da Diretoria de Aeronáutica da Marinha, o Extrato do Diário Oficial da União de 28 de novembro de 2023, seção 3, página 66.



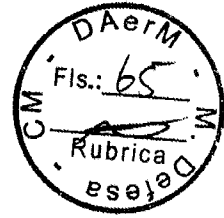
Rio de Janeiro, RJ, 29 de novembro de 2023.


RAFAEL CARVALHO TEIXEIRA
Capitão de Corveta (IM)
Encarregado da Assessoria de Contratos

EM BRANCO

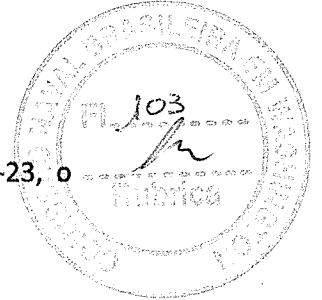
MARINHA DO BRASIL


DIRETORIA DE AERONÁUTICA DA MARINHA



TERMO DE JUNTADA POR ANEXAÇÃO

Em 29 de novembro de 2023, faço anexar ao processo NUP 63003.003278/2023-23, o documento constante do despacho anterior.




ALEXANDRE WILSON CAETANO QUINUPA
SO RM1 AV-SV
Auxiliar da Assessoria de Contratos

EM BRANCO



Paginação do Jornal:

<< 66 de 405 >>

Ir para a página:

ok

Sumário da Edição



DIÁRIO OFICIAL DA UNIÃO - Seção 3

ISSN 1677-7069

Nº 225, terça-feira, 28 de novembro de 2023

9º DISTRITO NAVAL

CENTRO DE INTENDÊNCIA DA MARINHA EM MANAUS

EXTRATO DE CREDENCIAMENTO

Contratante: Centro de Intendência da Marinha em Manaus, CNPJ 00.395.502/0401-03; Empresa credenciada: Contratada: ONCOLÓGICA DO BRASIL LTDA, CNPJ 11.186.436/0010-24; Espécie: Credenciamento; PROCESSO: 788820/2019/002/031; Objeto: É o credenciamento, no âmbito da cidade de Manaus-AM, de Organizações de Saúde Extra-Marinha (OSE), para prestação de serviços de Pessoas Jurídicas e Profissionais Autônomos de Saúde para prestação de serviços médicos, odontológicos, laboratoriais, terapêuticos e hospitalares, em atendimento aos Usuários do Sistema de Saúde da Marinha na área jurisdicional do Comando do 9º Distrito Naval, conforme condições, quantidades, exigências e estimativas, estabelecidas, no Termo de Referência que passa a fazer parte deste Termo de credenciamento: a partir de 24/11/2023 até o prazo máximo de 60 meses.

COMANDO-GERAL DO CORPO DE FUZILEIROS NAVAIS

CENTRO DE EDUCAÇÃO FÍSICA ALMIRANTE ADALBERTO NUNES

AVISO DE HOMOLOGAÇÃO/ADJUDICAÇÃO TOMADA DE PREÇOS Nº 2/2023

A UNIÃO, por intermédio do Centro de Educação Física Almirante Adalberto Nunes, torna público o resultado da Tomada de Preços nº 2/2023. O Ordenador de Despesas, no uso de suas atribuições legais, com fundamento no inciso VI, do art. 43, da Lei 8.666/93, de acordo com os autos do Processo nº 63129.003472/2023-92, cujo objeto consiste na contratação de Obras Cíveis para Construção do Prédio do Laboratório de Ciências do Exercício e Performance (LABOCE) no Centro de Educação Física Almirante Adalberto Nunes (CEFAN), HOMOLOGA o procedimento licitatório na modalidade Tomada de Preços e ADJUDICA o objeto licitado em favor da empresa ENGENHARIA ENGENHARIA LTDA, CNPJ: 06.076.211/0001-94, valor total: R\$ 1.869.441,35 (um milhão e oitocentos e sessenta e nove mil e quatrocentos e quarenta e um reais e trinta e cinco centavos), em 27 de novembro de 2023.

MARCELO CHRISTINO FERREIRA
Capitão de Mar e Guerra (FN)
Ordenador de Despesas

DIRETORIA-GERAL DE DESENVOLVIMENTO NUCLEAR E TECNOLÓGICO DA MARINHA

CENTRO TECNOLÓGICO DA MARINHA EM SÃO PAULO
CENTRO DE INTENDÊNCIA TECNOLÓGICO DA MARINHA EM SÃO PAULO

EXTRATOS DE CONTRATOS

Processo número: 63232.001934/2021-98. Licitação: Pregão nº 063/2023. Objeto: Contratação de empresa especializada nos serviços de administração e gerenciamento de frota para intermediação de manutenções detectiva, preventiva, corretiva e preditiva da frota institucional, por meio de sistema informatizado e integrado via internet para registro e acompanhamento de todas as etapas da execução dos serviços, em atendimento às necessidades do Centro Industrial Nuclear de ARAMAR - CINA e do Batalhão de Defesa Nuclear, Biológica, Química e Radiológica de ARAMAR (BtDfNBQR-ARAMAR). Contratada: PRIME CONSULTORIA E ASSESSORIA EMPRESARIAL LTDA, inscrita no CNPJ/MF sob o nº 05.340.639/0001-30. Contratante: Centro de Intendência Tecnológica da Marinha em São Paulo - CEMTMSF; Espécie: Contrato 42050/2023-120/00. Crédito Orçamentário: Programa de Governo: 6012; Ação Orçamentária: 1477; Plano Orçamentário: 0004; Ação Interna: U499.MN.0; Natureza de Despesa: 339039; Unidade Gestora Responsável: 42030; Unidade Gestora Executora: 42050. Valor: R\$ 934.835,29 (novecentos e trinta e quatro mil, oitocentos e trinta e cinco reais e vinte e nove centavos). Data de Assinatura: 17/11/2023. Prazo de Vigência: 17/11/2024.

Processo número: 63232.001934/2021-98. Licitação: Pregão nº 063/2023. Objeto: Contratação de empresa especializada nos serviços de administração e gerenciamento de frota para intermediação de manutenções detectiva, preventiva, corretiva e preditiva da frota institucional, por meio de sistema informatizado e integrado via internet para registro e acompanhamento de todas as etapas da execução dos serviços, em atendimento às necessidades do Centro Tecnológico da Marinha em São Paulo - CEMTMSF. Contratada: PRIME CONSULTORIA E ASSESSORIA EMPRESARIAL LTDA, inscrita no CNPJ/MF sob o nº 05.340.639/0001-30. Contratante: Centro de Intendência Tecnológica da Marinha em São Paulo - CEMTMSF; Espécie: Contrato 42050/2023-121/00. Crédito Orçamentário: Programa de Governo: 6012; Ação Orçamentária: 1477; Plano Orçamentário: 004; Ação Interna: U499.MN.0; Natureza de Despesa: 339039; Unidade Gestora Responsável: 42000; Unidade Gestora Executora: 42050. Valor: R\$ 307.511,51 (trezentos e sete mil, quinhentos e onze reais e cinquenta e um centavos). Data de Assinatura: 17/11/2023. Prazo de Vigência: 17/11/2024.

CENTRO TECNOLÓGICO DA MARINHA NO RIO DE JANEIRO
INSTITUTO DE ESTUDOS DO MAR ALMIRANTE PAULO MOREIRA

AVISO DE REGISTRO DE PREÇOS

Registrador: Instituto de Estudos do Mar Almirante Paulo Moreira. Pregão Eletrônico nº 14/2023; Ata nº 08/2023; data de assinatura da Ata: 27/11/2023; Validade: 12 (doze) meses a contar da assinatura; Objeto: eventual aquisição de materiais descartáveis; Empresa MEMMAR COMÉRCIO DE ALIMENTOS LTDA CNPJ: 01.968.236/0001-89, para o para o item 9: R\$56,2000/Rolo 100,00 M, 200 Rolo 100,00 UM.

CMG CARLOS UENDEL DE SOUZA VITURIANO
Ordenador de Despesa

DIRETORIA-GERAL DO MATERIAL

EXTRATO DE APOSTILAMENTO Nº 2023/0001 - UASG 740000

Número do Contrato: 2023/0001.
Nº Processo: 62163.000349/2023-31.
Contratante: DIRETORIA-GERAL DO MATERIAL DA MARINHA. Contratado: 40.432.544/0001-47 - CLARO S.A.. Objeto: Alterar os itens do 6 e 9 da tabela na cláusula primeira - objeto, devido o setor técnico da contratada encontrar divergências sobre as franquias de dados, entre as quantidades homologadas no pregão eletrônico (srp) 13/2022 e as quantidades no contrato 740000/2023-01.. Vigência: 10/03/2023 a 10/09/2025. Valor Total Atualizado do Contrato: R\$ 59.631,66. Data de Assinatura: 16/11/2023.

(COMPRASNET 4.0 - 16/11/2023).

DIRETORIA DE AERONÁUTICA

EXTRATO DE DISPENSA DE LICITAÇÃO

Termo de Justificativa de Dispensa de Licitação nº 03/2023
NUP: 63003.003314/2023-59; Contrato nº 43000/2023-009/00 decorrente do Termo de Justificativa de Dispensa de Licitação nº 03/2023; Contratante: Diretoria de Aeronáutica da Marinha; Contratada: UNITED AERONAUTICAL CORPORATION INC. (UAC); Objeto: Contratação de serviços de engenharia para a destruição e desmilitarização das aeronaves BUREAU NUMBER Nº 146024, 146025, 146026, 146027, 146028 e 146057; Valor: R\$ 0,00 (zero reais); Fundamento Legal: Art. 75, inciso I da Lei 14.133/2011; Vigência: 24/11/2023 até 23/10/2024; Dispensa aprovada em 17/11/2023 pelo Capitão de Mar e Guerra Bruno Tadeu Villela, Ordenador de Despesas, e ratificada em 17/11/2023 pelo Vice Almirante Rogério Pinto Ferreira Rodrigues, Diretor.

EXTRATO DE INEXIGIBILIDADE DE LICITAÇÃO

Termo de Justificativa de Inexigibilidade de Licitação nº 02/2023
NUP: 63003.002687/2023-11. Objeto: Termo de Justificativa de Inexigibilidade de Licitação (TJIL) nº 02/2023; Contratante: Diretoria de Aeronáutica da Marinha; Contratada: Boeing Distribution, INC. Objeto: Assinatura de publicações técnicas e de manuais de manutenção (MRV) do motor M250-C201 das aeronaves IH-68, por um período de 12 meses; Fundamento legal: Artigo 29, caput, da Portaria GM-MD 5.175/2021. Valor: US\$ 785,28 (setecentos e oitenta e cinco dólares norte-americanos e vinte e oito centavos); Inexigibilidade aprovada em 22/11/2023 pelo Capitão de Mar e Guerra Bruno Tadeu Villela, Ordenador de Despesas, e ratificada em 22/11/2023 pelo Vice-Almirante Rogério Pinto Ferreira Rodrigues, Diretor.

EXTRATO DE INEXIGIBILIDADE DE LICITAÇÃO

Termo de Justificativa de Inexigibilidade de Licitação nº 06/2023
NUP: 63003.003278/2023-23. Objeto: Termo de Justificativa de Inexigibilidade de Licitação (TJIL) nº 06/2023; Contratante: Diretoria de Aeronáutica da Marinha; Contratada: CMC Eletrônica INC. Objeto: Contratação de acesso de dados de navegação Jupyter e ARINC 424 formatados para uso no Sistema de Gerenciamento de Navegação CMC, por um período de 12 meses; Fundamento legal: Artigos 4º, § 5 e 29, caput, da Portaria GM-MD 5.175/2021. Valor: USD 18.746,00 (dezoito mil, setecentos e quarenta e seis dólares norte-americanos); Inexigibilidade aprovada em 23/11/2023 pelo Capitão de Mar e Guerra Bruno Tadeu Villela, Ordenador de Despesas, e ratificada em 23/11/2023 pelo Vice-Almirante Rogério Pinto Ferreira Rodrigues, Diretor.

EXTRATO DE RECONHECIMENTO DE DÍVIDA

Termo de Reconhecimento de Dívida 1/2023
NUP: 63003.003244/2023-39 - Termo De Reconhecimento de Dívida nº 1/2023; Devedor: Diretoria de Aeronáutica da Marinha; Credor: M7 AEROSPACE LLC; Objeto: Realização das rotinas de preservação e manutenção de 10 (dez) motores principais e 4 (quatro) motores auxiliares, no período de 29 de setembro de 2021 a 20 de outubro de 2023; Fundamento Legal: Artigo 59 da Lei 8.666/1993; Valor: USD 313.748,00 (trezentos e treze mil, setecentos e quarenta e oito dólares americanos); Data de Assinatura: 24/11/2023.

DIRETORIA DE ENGENHARIA NAVAL

RETIFICAÇÃO

NO EXTRATO DE TERMO ADITIVO Nº 00027/2023 publicado no D.O de 2023-11-27, Seção 3, onde se lê: o objeto do presente instrumento é: prorrogar o prazo de vigência do objeto contratual, por mais 330 dias corridos, contemplando-se nesta ocasião o período de 17/10/2024, seguindo o cronograma físico-financeiro (cffi), anexo I deste termo; e prorrogar o prazo de execução contratual, com fundamento no artigo 57, inciso I, da lei nº 8.666, de 21 de junho de 1993, e de acordo com as informações contidas no parecer gerencial den-143-05/2023, anexo B deste termo. Leia-se: o objeto do presente instrumento é: prorrogar o prazo de vigência do objeto contratual, por mais 330 dias corridos, contemplando-se nesta ocasião o período de 17/10/2024, seguindo o cronograma físico-financeiro (cffi), anexo I deste termo; e prorrogar o prazo de execução contratual, com fundamento no artigo 57, inciso I, da lei nº 8.666, de 21 de junho de 1993, e de acordo com as informações contidas no parecer gerencial den-143-05/2023, anexo B deste termo.

(COMPRASNET 4.0 - 27/11/2023).

DIRETORIA INDUSTRIAL DA MARINHA

ARSENAL DE MARINHA DO RIO DE JANEIRO

AVISO DE LICITAÇÃO

PREGÃO ELETRÔNICO Nº 24/2023 - UASG 741000

Nº Processo: 63014012049202371. Objeto: Aquisição de carretas de encaixe. Total de Itens Licitados: 1. Edital: 28/11/2023 das 08h00 às 12h00 e das 13h00 às 17h59. Endereço: Praça Barão de Ladário, S/nr. - Ilha Das Cobras, - Rio de Janeiro/RJ ou https://www.gov.br/compras/edital/741000-5-00024-2023. Entrega das Propostas: a partir de 28/11/2023 às 08h00 no site www.gov.br/compras. Abertura das Propostas: 11/12/2023 às 10h00 no site www.gov.br/compras. Informações Gerais: Havendo divergência entre a descrição do Item constante no Comprasnet, oriunda do código CATMAT, e as especificações constantes no Termo de Referência, prevalecerá este último.

LUCIANA RAYOL DA COSTA
Pregoeiro

(SIASGnet - 27/11/2023) 741000-00001-2023NE999999

BASE NAVAL DA ILHA DAS COBRAS

EXTRATO DE CONTRATO Nº 40015/2023-20/00 - UASG 740015

Número do Contrato: 40015/2023-20/00. Nº Processo: 63031.004916/2023-96.
Contratante: BASE NAVAL DA ILHA DAS COBRAS (BNIC). Contratada: 13.161.701/0001-54 - CONSTRÓI ARQUITETURA E ENGENHARIA EIRELI. Objeto: contratação de obra de engenharia, que será prestado nas condições estabelecidas no Projeto Básico e demais documentos técnicos que se encontram anexos ao Instrumento Convocatório do certame que deu origem a este instrumento contratual. Tomada de preços 01/2023. Fundamento Legal: Lei nº 8.666/93. Vigência do Termo: 24/11/2023 a 19/09/2024. Valor Total Atualizado do Contrato: R\$ 2.339.422,61 (dois milhões trezentos e trinta e nove mil quatrocentos e vinte e dois reais e sessenta e um centavos). Data de assinatura: 24/11/2023.

AVISO DE LICITAÇÃO

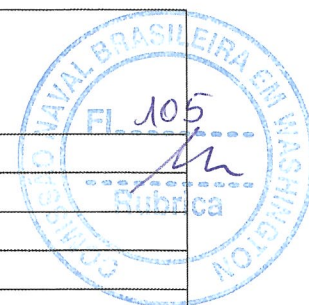
PREGÃO ELETRÔNICO Nº 22/2023 - UASG 740015

Nº Processo: 6303100472023000. Objeto: O objeto da presente licitação é a escolha da proposta mais vantajosa para a contratação de pessoa jurídica para prestação de serviços continuados de Limpeza e Conservação de áreas internas, incluindo banheiros, externas, esquadrias e manutenção de áreas verdes, compreendidas nas dependências do Complexo Naval da Ilha das Cobras. Total de Itens Licitados: 5. Edital: 28/11/2023 das 09h00 às 11h30 e das 13h00 às 16h00. Endereço: Praça Barão de Ladário, S/n Edifício 170 Ilha Das Cobras-centro, Centro Rio de Janeiro/RJ ou https://www.gov.br/compras/edital/740015-5-00022-2023. Entrega das Propostas: a partir




EM BRANCO

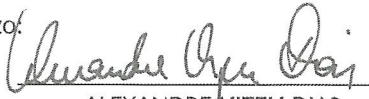
Marinha do Brasil Comissão Naval Brasileira em Washington Solicitação de Empenho de Despesa			
Contrato nº:	XXX		
OC nº:	XXX		
SE nº:	PV43000-2023-00003		
Nº do Processo no SOMAR:	XXX		
CODEMP/Nome da Empresa:	CMC Electronique / 90073		
Descrição geral do bem ou serviço:	Serviço De Atualização De Banco De Dados De Gerenciamento De Voo.		
Valor em Dólares Americanos:	USD 18,746.00		
Nota de Crédito (NC):	2023NC28270		
Natureza da Despesa (ND):	339039	Subelemento da ND:	08
Enquadramento legal:	Art. 29, caput, da Portaria GM/MD nº5.175/2021		
Modalidade de Licitação:	Inexigibilidade	Inciso:	I
Centro de Custos:	03.02.03 (Manutenção de Banco de Dados Cartográficos)		
Informações complementares:	<ol style="list-style-type: none"> 1) Contratação efetuada nos termos da Art. 74. inciso I da lei 14.133/2021 da Lei nº 14.133, de 1º de abril de 2021, combinado com subitem 13.2.2 da SGM 102 (5ª Revisão) e item 1.1 do Anexo F da ABASTCMARINST nº 20-02B. 2) ACD BONO ESPECIAL nº 836/2022, em complemento ao BONO ESPECIAL nº 633/2022 da SGM, que trata das inovações nas compras realizadas pelas Comissões Navais, decorrentes da edição da Portaria GM-MD nº 5.175/2021, que aprova as Normas para as Compras no Exterior do Comando da Marinha; 3) TJIL nº 06/2023 da Diretoria de Aeronáutica da Marinha. 4) CNS PSB empenhar. 		

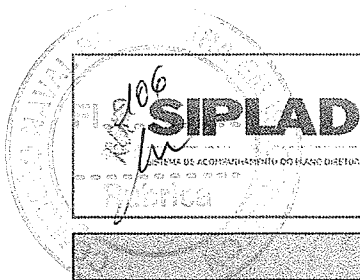



 CF (IM) FERNANDA RICARDO DA SILVA
 Chefe do Departamento de Obtenção


 CF (T) ELIAS FERREIRA DA SILVA
 Encarregado da Divisão de Licitações e Acordos Administrativos

Data: 30NOV2023

Autorizo: 
 ALEXANDRE VIZEU DIAS
 Capitão de Mar e Guerra (IM)
 Ordenador de Despesas



Solicitações de Alteração de Crédito

Data 30/11/2023

Hora: 11:20

Página 1 de 1

Cabeçalho

N° da Solicitação X488.2023.AC.06681	Dt. de Criação 22/11/2023	Tipo Alteração Alteração de Dados
ID do Usuário 06.0402.41	Setor de Criação 91181 - CelMSPA	ALTCRED de Origem --
Tipo Tramitação Normal	UG Cliente --	Origem Suplementação Destaque de Crédito
NC 002557	UG de Destaque 110407 - MD	PI Extra-MB OCS60025000
Destino Destaque --	UO Favorecida --	
SOMAR		
Tipo de Documento PV	Número do Documento PV43000-2023-00003	CASE --

Observação do Solicitante

Fim custear SE-PV43000-2023-00003. Serviço de atualização de Banco de Dados de gerenciamento de voo.

OBS: SOL manter os valores em Dólar com os Reais necessários.

Célula de Débito (CDD)

Moeda	PTRES	UO	Esfera	FR	ND	Plano Interno	UGR	UGE	Valor a Debitar
R\$	228352	52101	Orçamen to Fiscal	3000000000	33903000	X.488.DV.5.Z.9.QF	91100 - ComForAer Nav	91181 - CelMSPA	91.682,93

Células de Crédito (CDC)

Moeda	PTRES	UO	Esfera	FR	ND	Plano Interno	UGR	UGE	Valor a Creditar
US\$	228352	52101	Orçamen to Fiscal	3000000000	33903900	X.488.DV.5.Z.9.QF	43000 - DAerM	70200 - CNBW	18.746,00
Valor Total a Creditar									18.746,00

Histórico Trâmite

Setor	Resultado da Análise	Tramitado por	Data	Dias em Análise	Observação
OM		PAULO VICTOR	22/11/2023	-	--
DGOM 20	Aguardando Processamento	Cecilia	27/11/2023	5	--
DGOM 20	Processada		27/11/2023	-	--

Moeda:

US\$ - Dolar Americano

PTRES:

228352

Esfera:

1 - Orçamento Fiscal

UO:

52101 - MINISTERIO DA DEFESA

FR:

3000000000 - Recursos Livres da Uniao

ND:

33903900 - OUTROS SERVICOS DE TERCEIROS PJ - OP.INT.ORB.

UGR:

43000 - DIRETORIA DE AERONAUTICA DA MARINHA

UGE:

70200 - COMISSAO NAVAL BRASILEIRA EM WASHINGTON

Plano Interno:

X.488.DV.5.Z.9.QF - Necessidades diversas do Com5ºDN e de suas OM subordinadas.

PI Extra-MB:

OCS60025000

PIPAC:

Valor a Creditar:

NC:

18.746,00

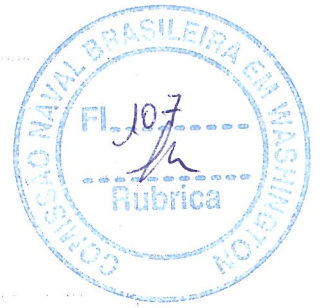
28270


AI de MPM

Alteração de Cronograma:

EVO:

Justificativa:



 Voltar

EM BRANCO



Data e hora da consulta: 13/12/2023 12:45
 Usuário: ***.010.545.**
 Impressão Completa

Nota de Empenho

UG Emitente

Código	Nome	Moeda
770200	COMISSAO NAVAL BRASILEIRA EM WASHINGTON	DOLAR NORTE AMERICANO - (USD)
CNPJ	Endereço	
00.394.502/0150-95	BRAZILIAN NAVAL COMMISSION -5130 MACARTHUR BLVD, N.W. -	00020-016
Município	UF	Telefone
BRASILIA	DF	202 244-3950

Ano	Tipo	Número
2023	NE	896

Célula Orçamentária

Esfera	PTRES	Fonte de Recurso	Natureza da Despesa	UGR	Plano Interno
1	228352	3000000000	339040	791100	OCS60025000

Data de Emissão	Tipo	Processo	Taxa de Câmbio	Valor
30/11/2023	Estimativo	63150.003035/2023-00	4,8908	18.746,00

Favorecido

Código	Nome	CEP
EX8610757	CMC ELECTRONIQUE INC	00000-000
Endereço		
600 BOUL DR.-FREDERIK-PHILIPS SAINT LAURENT CANADA		
Município	UF	Telefone
		514-748-3000

Amparo Legal

Código	Modalidade de Licitação	Ato Normativo	Artigo	Parágrafo	Inciso	Alínea
167	INEXIGIBILIDADE	Lei 14.133/2021	74	-	I	-

Descrição

SE PV43000-2023-00003 de 90073, TJIL nº 06/2023 da Diretoria de Aeronáutica da Marinha - Contratação efetuada nos termos do art. 74, inciso I, da Lei nº 14.133, de 01ABR2021, combinado com o art. 29, da Portaria GM-MD nº 5.175, de 15DEZ2021, que aprova as Normas para as compras no exterior.

Local da Entrega

-

Informação Complementar

SOLEMP 32-96/2023NC029297

Sistema de Origem

SIAFI-STN

Versão	Data/Hora	Operação
002	01/12/2023 15:08:28	Alteração



Data e hora da consulta: 13/12/2023 12:45

Usuário: ***.010.545-**

Impressão Completa

Nota de Empenho

Lista de Itens

Natureza de Despesa	Total da Lista
339040 - SERVIÇOS DE TECNOLOGIA DA INFORMAÇÃO E COMUNI	18.746,00

Subelemento 07 - MANUTENCAO CORRETIVA/ADAPTATIVA E SUSTENTACAO SOFTWARES

Seq.	Descrição	Valor do Item
001	SE PV43000-2023-00003 - Serviço de atualização de Banco de Dados de Gerenciamento de voo	18.746,00

Data	Operação	Quantidade	Valor Unitário	Valor Total
30/11/2023	Inclusão	1,00000	18.746,0000	18.746,00

Assinaturas

Ordenador de Despesa
ALEXANDRE VIZEU DIAS
*** 011.797-**
01/12/2023 15:08:28

Gestor Financeiro
GIORGIO MOREIRA TAVARES
*** 627.858-**
01/12/2023 13:06:23



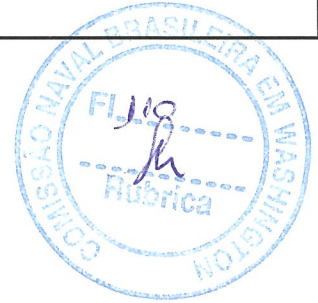
BRAZILIAN NAVAL COMMISSION IN WASHINGTON
5130 MacArthur BLVD., N.W. - Washington, D.C.
20016-3344
Telephone: (202) 244-3950 Option 9 Extension 322

12/20/2023
 Page 1 of 2

Purchase Order P2023-M009

CMC ELECTRONIQUE INC CAGE: 90073
 600 Dr. Frederik Philips Blvd.
 Ville Saint-Laurent, Quebec
 Canada H4M 2S9

Telephone: 514-748-31271
 E-mail: www.cmcelectronics.ca



This Purchase Order (PO) is governed by the CMC Electronics Terms & Conditions and according to the object of this PO All items purchased by BNC will be exported to Brazil. The Seller, listed and identified above, must comply with all US export rules and regulations, providing all export documentation required by the United States Government. This PO is not valid without acknowledgment with the printed name and signature of Seller's representative. If you have any questions regarding this PO, please contact our Purchasing Agent Gleice Liz at (202) 244-3950, opt. 9 extension 322.

Billing Instructions:

- a) Buyer and Seller are responsible for their own banking fees and cost;
- b) Commercial Invoices can not be processed for payment by BNC, as those are for shipping purposes only. An Original/Final Invoice should be mailed to BNC or e-mailed to gleice@marinha.mil.br;
- c) Payment is subject to all the documentation requested by BNC is provided. Please provide all the documentation for prior approval before shipping to avoid payment delays;
- d) If shipping fees exceeds the amount quoted by the seller, a copy of the carrier's shipment receipt with the amount charged must be attached with the invoice sent to BNC;
- e) In order to keep banking details updated and correct, Seller must provide updated banking details to Buyer whenever any changes happen.

LIST OF ITEMS OF ORDER nº P2023-M009

Object			
1	Our reference	PV43000-2023-00003	
	NSN	Quantity	13 EA
	Cycles	2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413	
	Nomeclature	Navigation Database 2023 Cycles 2401 to 2413	Item Shipping Cost
	Equipment Type/Model	CMA9000 FLIGHT MANAGEMENT SYSTEM (FMS)	Item Unit Price 721.00
	Equipment Serial Number	2904 and 2945	Item Total Price 18,746.00
	Delivery Date/Days	Per cycle	Material Condition N/A

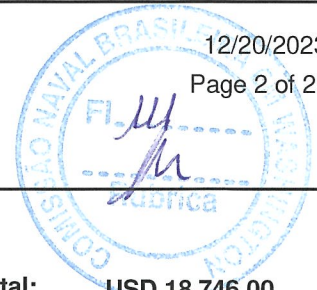
SERVICE UPDATE FOR THE CANADIAN MARCONI CMA-9000 FLIGHT MANAGEMENT SYSTEM (FMS) DATABASE, WHICH EQUIPS AIRCRAFT SN 2904 AND 2945. FOR EACH CYCLE, CMC WILL SEND AN EMAIL TO THE BUYER INFORMING THAT THE "NAVDATABASE" IS AVAILABLE ON THE COMPANY'S WEBSITE, WHERE THE BUYER WILL DOWNLOAD THE "NAVDATABASE" FILE WITHIN 8 (EIGHT) DAYS OF THE ACTIVATION OF THE CORRESPONDING CYCLE.

EM BRANCO



BRAZILIAN NAVAL COMMISSION IN WASHINGTON

5130 MacArthur BLVD., N.W. - Washington, D.C.
20016-3344
Telephone: (202) 244-3950 Option 9 Extension 331
Fax: (202) 364-7173



12/20/2023
Page 2 of 2

Purchase Order P2023-M009

Subtotal: USD 18,746.00

Order Total: USD 18,746.00

The Brazilian Naval Commission is a Military logistics unit of the Brazilian Navy in the United States and it is Tax Exempt in the United States of America on purchases over U\$ 500.00. Proof of Tax Exemption is provided upon request.

APPROVED BY:

CDR ELIAS FERREIRA DA SILVA
Head of Contracts and Public Bids Division

CDR FERNANDA RICARDO DA SILVA
Head of the Purchasing Department

ALEXANDRE VIZEU DIAS
President

ACCEPTED ON ___ / ___ / ___

ACCEPTED BY

Please print name, sign it and return a copy

Export License required: Yes No

CMC Electronics

As an effort to expedite payments, we are always updating our files.
Please provide your banking information for wire transfer.

Bank:	
Account No.:	
Beneficiary Name:	
ABA:	
SWIFT:	

EM BRANCO

Clause 13 – Suspension/Termination

13.1 CMC may at its discretion, by written notice to the Buyer, suspend, limit performance or terminate performance, in whole or in part of its unperformed obligations under this Contract or any Order(s) in any one of the following circumstances: (a) in the event that the Buyer or any bank or other party who is obliged on the Buyer's behalf shall have failed to pay or authorize payment of any sum to CMC; or (b) in the event that CMC shall have been notified in writing by the bank who is obliged to pay on the Buyer's behalf, of events or circumstances which entitle the bank to cease making such payments to CMC; or (c) in the event that the Buyer is in breach of the Contract (other than a failure to pay) and shall fail after receiving not less than ten (10) days written notice to take effective steps to remedy such breach or immediately if the breach is incurable; or (d) in the event that Buyer goes into liquidation except for the purposes of corporate re-organization or otherwise ceases trading; or (e) in the event that the provisions of Clause 20.2 shall apply; or (f) in the event Buyer fails to provide to CMC information, approvals, and support within five (5) days of date required by CMC pursuant to Clause 3; or (g) if CMC is unable to obtain or retain applicable Export Permits.

13.2 If the Contract is terminated by CMC for any reason (excluding CMC's failure to obtain or retain applicable Export Permits, provided that such failure is not attributable to any act or omission of Buyer), then CMC will be entitled to all payments under accepted Orders, in addition to any costs properly incurred and commitments entered into by CMC in preparation of or in performing the Services, arising from termination of the Contract, any claims that CMC may have against Buyer for Buyer's breach of Contract and the cost of preparation of CMC's termination account.

13.3 In the event of termination or expiration of the Contract for any reason, the terms of Clauses "Copyright and Confidentiality", "Unauthorized Use and Remedies", "Inspection of Records" and "Exclusion of Liability" shall survive such termination or expiration.

Clause 14 - Exclusion of Liability

14.1 If a Party would, but for this Clause ("Exclusion of Liability"), have concurrent claims in contract and tort (including negligence) such claims in tort (including negligence) shall to the extent permitted by law be wholly barred, unenforceable and excluded.

14.2 CMC shall not be liable by way of indemnity or by reason of any breach of the Contract or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financing costs or for any indirect or consequential damage whatsoever that may be suffered by any party.

14.3 In no event shall CMC be liable for any damages, losses, expenses of any kind, arising out the sale or use of Buyer's Navdatabase.

14.4 In the event and to the extent that CMC shall have any liability to Buyer pursuant to these Terms and Conditions, CMC shall be liable to Buyer only for those damages which have been foreseen on the date of effectivity of the Contract and which are solely an immediate and direct result of any act or omission of CMC during the performance of the Services (hereinafter referred to as "Damaged Work"). CMC's liability to Buyer shall not exceed in the aggregate ten (10%) percent of the fee related to the line item in the Order(s) under which the Damaged Work occurred.

14.5 Buyer agrees not to bring any claim or action in relation to this Contract after ten (10) days from the date of Delivery.

14.6 To the extent that this Clause ("Exclusion of Liability") conflicts with any other provision, said provision(s) shall be regarded as amended to make such provision(s) consistent with this Clause ("Exclusion of Liability").

Clause 15 – Effective Date of Contract

The Contract shall become effective on the date of fulfilment of whichever is the last of the following conditions: (i) the receipt by CMC of the Buyer's Order accepting CMC's Proposal or the issuance by CMC of its written acceptance of Buyer's Order if such Order differs from CMC's Proposal; or (ii) if any is applicable, the issuance to CMC of all relevant governmental authorizations, permits and/or licenses in connection with the Contract; or (iii) receipt in account by CMC of full payment as per the accepted Order or CMC's Proposal, as the case may be.

Clause 16 – Independent entities

16.1 Nothing in this Contract is intended to constitute nor does it create a joint venture, partnership, teaming agreement or similar enforceable arrangement.

16.2 Buyer shall not be entitled to require CMC's employees to do any work unconnected with the Services without the prior consent of CMC.

16.3 Nothing in this Contract may restrict CMC to provide any flight navigation information services to any third party.

Clause 17 - Notices and Correspondence

Where, in accordance with the Contract, a notice in writing is required, it shall be sent by facsimile or registered post to the address of the Party to receive it stated in this Contract or such other address as may from time to time be notified by either Party to the other in writing.

Clause 18 - Non-Waiver and Invalidity

18.1 Failure by either Party to enforce any provision herein shall neither constitute a waiver of such provision nor prejudice its right to enforce such provision at any subsequent time. Waiver of any provision shall only be deemed to have been made if expressed in writing by the Party granting such waiver.

18.2 The rights and remedies provided to CMC herein shall be in lieu of any other rights and remedies provided by law or otherwise.

Clause 19 - Government Regulations

19.1 All sales hereunder may be subject to Canadian and/or US Government Export Regulations, which include without limitation any export license, permit, rating or authorization, all of which are referred to as the "Export Permits". In the event that any portion of this Contract or Order is subject to Export Permits, Buyer agrees to cooperate with and assist CMC in every manner reasonably possible in securing or retaining any such applicable Export Permits.

19.2 CMC shall in no event be liable for Canadian and/or US Government's failure or refusal to issue, or decision to suspend or cancel any applicable Export Permits.

Clause 20 – Compliance with Laws

20.1 The Parties shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Contract and Order.

20.2 Each Party shall, at the earliest practicable time, notify the other in writing if it is or becomes (i) suspended, debarred, or proposed for suspension or debarment from doing business with any relevant government entity or agency, or (ii) listed in any Denied/Restricted Parties List or if their export privileges are otherwise denied, suspended or revoked in whole or in part by any relevant government entity or agency. Any such occurrence shall act as a cause for CMC to terminate the Contract and/or any Order(s).

Clause 21– Law

The construction, validity and performance of the Contract shall be exclusively governed by the laws and courts of the Province of Ontario, Canada and specifically excludes the United Nations Convention on Contracts for the International Sale of Goods.

Clause 22 – Arbitration/Jurisdiction

All differences or disputes between the Parties arising in connection with the Contract which cannot be settled by mutual agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules in the English language. The seat of arbitration shall be Montreal, Canada. The arbitrators shall not be empowered to award punitive or exemplary damages. The decision of the arbitrators shall be binding on the Parties and non-appealable.

Clause 23 – Language

The Parties have requested that this Contract be expressed in the English language. Les Parties ont exigé que la présente convention soit rédigée dans la langue anglaise.

Clause 24 – Miscellaneous

These Terms and Conditions of Sale shall be the exclusive terms, conditions and agreements of the Parties respecting sale of Services described herein, and supersede any provisions on the face and reverse side of Buyer's Order or any prior agreement inconsistent with the provisions hereof. Acceptance by Buyer of such Services, absent a contrary agreement in writing signed by CMC, constitute acceptance of these Terms and Conditions of Sale. The invalidity of the whole or part of any provision hereof shall not affect the validity of any other provision. The headings of the Clauses herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof. Buyer cannot assign the Contract or any Order thereunder to third parties without CMC's approval.

EM BRANCO

provided that such defects are not originated from the Navigation Data and are also reported to CMC promptly; and provided further that this obligation shall not apply to any such defective Buyer's Navdatabase: (i) which is hosted in a System that has undergone repair, attempted repair or modification by other than a CMC support center without prior authorization in writing by CMC; or used for purposes outside the design of the System (such as but not limited to, test program development, an engineering laboratory); or (ii) which is hosted in System that has suffered physical damage or has been subjected to environmental conditions outside the limitations of the specifications, including but not limited to electrostatic discharge, temperature and/or voltage overstress; or exposure to any computer virus.

7.2 CMC at its sole discretion and without admission of any liability may also act as a point of contact between Buyer and the Navigation Data provider to address Buyer's concerns with the Navigation Data.

7.3 THE PROVISIONS OF THIS CLAUSE 7 SHALL BE BUYER'S EXCLUSIVE REMEDY AND THE FULL EXTENT OF CMC'S LIABILITY FOR DEFECTS, INCLUDING LATENT DEFECTS, IN THE SERVICES OR ITEMS DELIVERED HEREUNDER, SHALL BE TO THE EXCLUSION OF ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE SUFFERED, AND SHALL BE IN LIEU OF ANY WARRANTY OF ACCURACY, PERFORMANCE, COMPLETENESS, QUALITY OF THE ORIGINAL SOURCE NAVIGATION DATA, AND ANY SERVICES WARRANTY, CONDITION OR LIABILITY IMPLIED BY LAW OR COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED.

Clause 8 – Fees, Terms of Payment and Taxes

8.1 All accepted Orders are to provide Services under a subscription basis, which requires payment by Buyer in advance of the Services being performed by CMC.

8.2 The Contract Price is firm, fixed, expressed and payable in United States dollars, unless specified to the contrary by CMC in the Proposal.

8.3 The Contract Price does not include the cost (if any) to CMC, CMC's employees or CMC's suppliers or CMC's suppliers' employees of any transportation, freight, taxes, duties, levies or other like charges payable by them under the laws or regulations in force in countries other than Canada and to the extent that such taxes, duties, levies and other like charges are so paid by CMC, the same shall be reimbursed forthwith to CMC by Buyer.

8.4 CMC may charge and Buyer shall pay the following fees irrespective of the value of the Order: (i) Re-activation of an inactive or cancelled subscription; (ii) For each special database request per each AIRAC Cycle, such as the following examples but not limited to: Ferry Flights, Trip-Kits or Special Flights not already covered by the Buyer Navdatabase Subscription Form; and (iii) for content changes requested by Buyer between Cycles. As applicable, CMC will charge these fees in accordance to the prices indicated in the Proposal.

8.5 Unless specified to the contrary, the Contract Price is valid for a period of sixty (60) days from the date of the Proposal, after which the Contract Price is subject to change.

8.6 CMC reserves the right to suspend or limit performance until all past due sums are paid. If required by CMC, Buyer will prior to commencement of Services execute a note, security agreement or financing statement for the relevant Orders, all upon forms satisfactory to CMC.

8.7 Overdue invoices will be subject to interest charges at the prevailing Bank of Canada prime rate plus 2 percent computed over the period invoice payment is overdue.

8.8 All payments due to CMC shall be made in full, without set-off, counterclaim, deduction or withholding of any kind. Buyer shall ensure that the sums received by CMC shall be equal to the full amounts expressed to be due to CMC, without deduction or withholding on account of and free from any and all taxes, levies, imposts, dues or charges of whatever nature. If Buyer is compelled by law to make any such deduction or withholding, Buyer shall pay such additional amounts as may be necessary in order that the net amount received by CMC after such deduction or withholding shall be equal to the amounts which would have been received in the absence of such deduction or withholding and pay to the relevant taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding. Each Order under this Contract is an independent transaction and no claim from the Buyer can validly suspend payment due to CMC.

Clause 9 - Changes

9.1 CMC reserves the exclusive right, at no cost to the Buyer, to alter or modify the Services if in its opinion such alteration or modification would be

appropriate and would not affect the function of the System or the requirements listed in the Buyer Navdatabase Subscription Form.

9.2 No alteration or modification to the Services which shall involve an addition to or deduction from the Contract Price or shall require a modification to the delivery schedule shall be carried out without the prior written agreement between the Parties.

Clause 10 – Copyright and Confidentiality

10.1 Copyright in any specification, drawing, computer software, technical description and other document supplied by CMC under or in connection with the Contract or any Order and all intellectual property rights in the design of any part of the Services or Buyer's Navdatabase, whether such design be registered or not, shall vest in CMC absolutely.

10.2 Buyer shall keep confidential Buyer's Navdatabase, electronic files, printouts or other information supplied by CMC under the Contract or any Order, whether or not marked, expressed or confirmed by CMC to be confidential and shall not disclose such information without CMC's prior consent in writing, to any third party or use such information other than for the purpose of operating the type and number of Systems covered by the Orders.

10.3 Buyer shall not (or attempt to) directly or indirectly, reverse engineer, disassemble, alter, translate, reformat, make derivative works, derive source data, or decompile the Buyer's Navdatabase.

Clause 11 – Unauthorized Use and Remedies

11.1 Buyer represents and warrants that Buyer shall (and if applicable Buyer shall have Buyer's customers) employ the Buyer's Navdatabase in a professional manner, by duly trained, and if applicable licensed personnel, accurately and properly, and only for the operation of the Systems covered by the accepted Order(s) and in accordance with these Terms and Conditions.

11.2 Buyer agrees to defend and indemnify CMC, its officers, directors, agents, and employees, and to undertake to defend and hold them harmless, from and against any claims, losses, damages, costs, or expenses, including reasonable attorney's fees arising out of the use of the Buyer's Navdatabase by Buyer, regardless of the Cycle in which the Buyer's Navdatabase is produced or used.

11.3 Buyer shall not reproduce, redistribute, use, copy, install or transmit, in any form or by any means, whether electrical, mechanical, photocopying, recording or otherwise, the Buyer's Navdatabase, in whole or in part, on any media or retrieval system or in any System not covered by the accepted Orders or in a number of instances exceeding the number of Systems covered by the accepted Order(s).

11.4 If Buyer exceeds, contravenes, violates or infringes any of the terms, restrictions or confidentiality obligations set out in these Terms and Conditions with respect to the authorized use of the Buyer's Navdatabase (or if for any bona fide reason CMC believes, Buyer will or has done so, either directly or indirectly), Buyer expressly agrees that CMC shall be entitled without burden of proof and without liability to Buyer, to (i) suspend or stop the performance of the Services or deny performance of any future work requested by Buyer; (ii) any remedies available to the full extent of the law or in equity and; (iii) promptly receive a satisfactory indemnification from (and/or on behalf of) Buyer to the extent of the unauthorized use, infringement or violation, in addition to all expenses incurred by CMC in connection with the claim against Buyer (or third parties acting on behalf or under the direction of Buyer), enforceability of these Terms and Conditions or any dispute or settlement thereof.

11.5 Buyer agrees that Buyer's obligations and restrictions under this Contract, apply *mutatis mutandis* to any Buyer's customer that has been provided access to the Buyer's Navdatabase and consequently Buyer shall bind Buyer's customer with obligations and restrictions consistent with this Contract in favor of and enforceable by CMC.

Clause 12 – Inspection of Records

12.1 CMC will have the right during the term of this Contract or thereafter, to access the relevant Buyer's premises and to review or audit Buyer's records for the purpose of CMC's determination of Buyer's compliance with these Terms and Conditions.

12.2 All visits and audits will be at CMC's expense, at reasonable times and during regular business hours for the above purpose and shall only begin upon at least ten (10) days' prior notice. If the audit reveals that Buyer has breached these Terms and Conditions in any way, then Buyer will reimburse CMC for the cost of the audit. Payment of such cost shall not in any way limit any other rights which CMC may have in respect to the results of the audit. Buyer's failure to cooperate in a timely fashion with the conduct of any visit or audit shall constitute a material breach of this Contract by Buyer.

TERMS AND CONDITIONS FOR NAVIGATION DATABASE SUBSCRIPTION SERVICES

These general terms and conditions of sale contained herein (the "Terms and Conditions") shall govern all quotations and sales made by CMC concerning Buyer's subscription to the navigation database Services supplied by CMC and described below. Any Order placed by the Buyer with CMC and the acceptance of or the payment for any Services shall be deemed to be the acceptance of the Terms and Conditions (irrespective of whether the Buyer accepts the Terms and Conditions by a written acknowledgement). The Terms and Conditions shall prevail over any written or oral purchase conditions related to or contained in an Order or similar document submitted by the Buyer notwithstanding any provision to the contrary in such document.

Clause 1 – Definitions

In the Contract, except where the context otherwise requires:

"**AIRAC**" means Aeronautical Information Regulation and Control, a system established by the International Civil Aviation Organization (ICAO) for publication of updates to navigation information every twenty-eight (28) days on designated effective dates.

"**Buyer**" means CMC's customer, the party awarding the Contract to CMC.

"**Buyer's Navdatabase**" means Navigation Data as defined by the Buyer Navdatabase Subscription Form after being processed through the Services defined below, and, of a format compatible with and usable by the Systems.

"**Buyer Navdatabase Subscription Form**" means the CMC navigation database subscription form completed by the Buyer for the purpose of defining the scope of the Services.

"**CMC**" means CMC Electronics Inc. or any subsidiary of CMC.

"**Contract**" means these Terms and Conditions, the Orders as defined below and any other documents as may, from time to time, be expressly agreed in writing by both Parties to form part of the Contract.

"**Contract Price**" means the total sum of the Services fees, adjusted from time to time in accordance with the terms of the Contract.

"**Cycle**" means the twenty-eight (28) day period established and scheduled by AIRAC in which a Buyer's Navdatabase delivery is effective. A calendar year is generally made up of thirteen (13) update Cycles.

"**Delivery**" shall mean the activity of placing the Buyer's Navdatabase for download and informing Buyer accordingly, as detailed in Clause 5.2

"**Navigation Data**" means aeronautical data that is commercially supplied by Jeppesen (or its affiliates or successors as applicable) in an electronic data base format per ARINC Specification 424, and that is based on authoritative sources and/or supplied by a separate appropriately accredited organization.

"**Order**" means Buyer's written purchase order accepting CMC's Proposal during the validity period of the Proposal to subscribe to the Services quoted.

"**Part Task Trainer**" means a software visual representation of the Flight Management System installed in a computer and used for familiarity training.

"**Party**"/"**Parties**" mean individually or collectively, Buyer and CMC.

"**Proposal**" means CMC's written proposal or quotation to the Buyer for the supply of the Services.

"**Services**" means the service of selecting, converting, reformatting and verifying Navigation Data in accordance with the Buyer Navdatabase Subscription Form and without introducing any modifications to the original source content, in order to produce the Buyer's Navdatabase.

"**Systems**" means any of the following devices as listed in the Order: Flight Management Systems (FMS), GPS/SBAS Landing System Sensor Unit (GLSSU), aircraft with FMS or GLSSU installed, flight simulators including training devices or Part Task Trainers (PTT) that require the Buyer's Navdatabase.

"**Tailored Data**" means aeronautical data that is not originated by authoritative sources nor supplied by a separate appropriately accredited organization to support the operation of the particular Buyer that required it. Tailored Data is coded with the record type "Tailored" in the ARINC specification 424.

Clause 2 – Order Acceptance

2.1 Any Services shall be initiated by Buyer through placement of an Order on CMC for such Services subject to Clause 2.2. Orders shall contain a list of the systems including aircraft manufacturer serial number (MSN) for which the Services are ordered, quantities, prices, agreed terms

of payment and invoice information and any other information requested by CMC in the Proposal. Buyer shall send an electronic copy of the Order to Customer.Services@CMCElectronics.ca.

2.2 CMC shall promptly acknowledge receipt of each Order, indicating either its acceptance or rejection thereof.

2.3 If accepted by CMC, all Orders are firm, nonrefundable and non-cancellable, except as expressly provided in these Terms and Conditions.

Clause 3 – Buyer's Information, Approvals, and Support

Buyer shall provide to CMC without delay any applicable information, approvals or support, as required to permit CMC's uninterrupted performance of the Services, at no cost to CMC. In the event that such performance shall be interrupted or extended due to Buyer's failure to support CMC as stated above, Buyer shall forthwith reimburse CMC all additional costs that CMC shall have incurred by reason of such delay or extension and CMC shall not be liable for any such delay or extension in the delivery schedule.

Clause 4 – Services Specifications

4.1 The data content of the Buyer's Navdatabase transferred to Buyer shall be the portion of the original Navigation Data selected in accordance with the Buyer Navdatabase Subscription Form and the Proposal. For the purpose of creating the Buyer's Navdatabase, CMC uses a proprietary program to store the detailed requirements of each aircraft and to extract and pack the requested data from the ARINC 424 Navigation Data source file into the System loadable format file. Final testing, verification and acceptance of the Buyer's Navdatabase shall take place at CMC's plant in accordance with CMC's standard practices.

4.2 Any descriptions, illustrations contained in CMC's catalogues, price lists or advertisement materials are intended to present only a general description of the Services and shall not form part of the Contract unless expressly quoted by CMC in the Proposal.

4.3 CMC cannot accept Tailored Data directly from Buyer. In the event Buyer requires Tailored Data, Buyer shall make arrangements with Jeppesen such that Jeppesen shall supply the Tailored Data to CMC at no cost to CMC. CMC will then include the Tailored Data in the Buyer Navdatabase as defined in the Buyer Navdatabase Subscription Form.

Clause 5 – Delivery and Authorized Redistribution

5.1 For each AIRAC Cycle covered in the Order and subject to Buyer's payment and compliance to these Terms and Conditions, CMC will make the Buyer Navdatabase files designated for use in the System throughout the applicable AIRAC period(s), available to Buyer for download from CMC's secure server.

5.2 Delivery of the Buyer Navdatabase files by CMC shall be deemed successful and final upon CMC making available the Buyer Navdatabase on CMC's secure server and informing Buyer by electronic mail of such readiness to download.

5.3 If Buyer is not the operator of the covered System and requires to re-distribute the files downloaded as per Clause 5.2 to Buyer's customer, such re-distribution is authorized provided that (a) Buyer informs CMC of such Buyer's customer and (b) Buyer remains liable under this Contract and for any breach of this Contract by Buyer's customer.

5.4 CMC shall not be responsible for any errors in the transmission of the Buyer's Navdatabase beyond CMC's secure server.

Clause 6 - Time(s) for Completion and Force Majeure

CMC shall not be liable for any delay in the performance of or failure to perform any of its obligations hereunder due to causes beyond its control (hereinafter referred to as "Excusable Delay"). Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies; war; civil disturbances, insurrection or riots; strikes; lockouts; or any other industrial disputes, fire, flood, earthquake, or other catastrophes; energy shortages, serious accident, epidemic, or quarantine restriction; embargoes; or any law, order, regulation, direction or request of any government which have effect on this Contract.

Clause 7 - Warranty

7.1 CMC shall rework, free of charge a defective Buyer's Navdatabase created by CMC under an accepted Order, which is shown under proper use to have been defective in data formatting integrity (i.e. unreadable)