



# Mobile Satellite Equipment Purchase

## Terms and conditions

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") purchasing equipment to access satellite services, including, but not limited to Inmarsat, Iridium, MarineSat/LandSat and/or other satellite services which may be offered by any of the following Inmarsat entities, hereinafter individually or collectively referred to as "Inmarsat":

- (a) Inmarsat Mobile Networks, Inc., a Delaware Corporation
- (b) Inmarsat Solutions (Canada), Inc., a Canadian Corporation
- (c) Inmarsat Solutions (US) Inc., a Delaware Corporation

### **1. Equipment to be sold to customer**

Subject to approval of a Customer credit application, if required by Inmarsat, and availability of the equipment requested by Customer on Inmarsat's Equipment Purchase Order Form ("Equipment Order Form"), Inmarsat will sell to Customer and Customer will purchase and pay Inmarsat for the equipment requested by Customer on the Equipment Order Form ("Equipment").

### **2. Equipment price, taxes, and freight charges**

Customers will be charged Inmarsat's then-current price in effect on the date Customer's order is received. Customer will also pay the following to Inmarsat: (a) any applicable federal, state, provincial, local sales, excise, use or other tax assessment, including VAT or GST where applicable and surcharges or similar charges of any nature levied upon the Equipment by any governmental taxation or revenue entity (except for taxes based on Inmarsat's income) arising out of or related to the sale of the Equipment; ("Taxes") and (b) any shipping costs incurred by Inmarsat to ship the Equipment to the Customer location set forth on the Equipment Order Form. If Customer provides Inmarsat with an applicable tax exemption certificate, Inmarsat will work with Customer to obtain applicable tax exemptions to the extent consistent with applicable law.

### **3. Quote/ordering procedure**

Customers may obtain Inmarsat's current Equipment price(s) or submit an order by calling the appropriate number as follows:

For U.S. and Canadian telephone orders: + 1 888 766 1313

For International telephone order: + 1 709 748 4233

For Europe, Middle East and Africa: + 44 20 7562 4826

Customers may also obtain prices or submit an order for Equipment via Inmarsat's worldwide web site at [www.Inmarsat.com](http://www.Inmarsat.com) (the "web site"). Any order(s) placed for Equipment via the Web site are subject to these Terms and Conditions.

#### **4. Customer purchase orders**

If Customer issues a purchase order to Inmarsat in connection with ordering Equipment, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

#### **5. Payment terms**

a) **Payment terms.** Customer must pay all Inmarsat invoices for Equipment within thirty (30) days after the date of the invoice. Where a payment due date falls on a day other than a business day, payment shall be made on the last business day immediately before the payment due date. Payments shall be made via electronic funds transfer in accordance with the remittance details specified on the invoice. Amounts not paid when due will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law. Customer must pay all undisputed amounts when due. If any portion of the amount invoiced is subject to a bona fide dispute, by Customer, Customer must, before payment for such invoice is due, give notice to Inmarsat of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. If the Disputed Amount is resolved in favour of Inmarsat, Customer must pay the Disputed Amount together with interest as provided in this paragraph 5(a) upon final determination of such dispute. Inmarsat will issue any applicable credits to Customer upon resolution of any disputes in favour of Customer. An invoice is deemed to be accepted if no written notice of a dispute is provided before the invoice due date. Customer will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by Inmarsat in collecting any late payments or late payment fees.

b) **Invoicing Policies**

- (i) Electronic Invoicing. All invoices shall be issued by Inmarsat electronically. Invoices in electronic format are available by email and online via Inmarsat e-Invoicing. Inmarsat e-Invoicing also allows Customers to pay invoices directly online by credit card.
  - (ii) Right to Adjust Invoice. Inmarsat shall have the right to issue adjustments to invoices after the date of any given invoice in the event of the discovery of errors or adjustments affecting such invoices. The right to issue adjustments shall be limited to eighteen (18) months after the date of any given invoice, except where any such adjustment is required by law, in which case the relevant legal limit shall apply. Inmarsat shall, on discovery of any such error, notify Customer in writing within thirty (30) days of such discovery of the intention to make such adjustments.
- c) If Customer issues a purchase order to Inmarsat for Equipment, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of the terms of this Agreement.
- d) **Taxes**
- (i) The rates, charges and prices set forth in these Terms and Conditions for the Equipment are exclusive of taxes, assessments, surcharges, or similar charges relating to such Equipment that are assessed by any governmental entity ("Applicable Taxes"), including but not limited to Universal Service Fund contributions assessed by the U.S. Federal Communications Commission, but excluding taxes or other charges based on Inmarsat's net income. Customer will be solely liable for all Applicable Taxes arising from the sale of Equipment under these Terms and Conditions. Customer will provide Inmarsat with all applicable certificates of exemption from Applicable Taxes, and Inmarsat will work with Customer to obtain applicable tax exemptions to the extent consistent with applicable law. In the absence of applicable exemption certificates, Inmarsat will invoice Customer one hundred percent (100%) of all Applicable Taxes that are payable by Inmarsat and Customer will pay such invoices in accordance with the provisions of this Article.
  - (ii) In the event that any tax, duty, impost, levy or the like charge becomes payable in any territory, either by deduction or otherwise, on or in respect of any amount to be paid by Company to Inmarsat, or which Company may be required to withhold in respect of any amount due to Inmarsat, such tax, duty, impost levy or like charge shall be for the account of Company and Company shall pay to Inmarsat such an amount as to yield to Inmarsat a net equal to the amount that but for such tax, levy, impost or charge would have been received by Inmarsat. Inmarsat will provide reasonable assistance to

Company to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident or a jurisdiction or of its entitlement to benefits under a treaty.

- e) Inmarsat, may, at any time, require Customer to provide a third party guarantee, deposit, letter of credit, or other credit facility deemed by Inmarsat, in its sole discretion, necessary to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other credit facility does not relieve Customer of its payment obligations specified herein.
- f) **Right to Vary Payment.** Without prejudice to any of Inmarsat's rights under these Terms and Conditions, where Customer has failed to pay any amounts due such that Inmarsat has the right to terminate these Terms and Conditions, the provisions of Article 5(a) of these Terms and Conditions may be varied upon written notice to Customer such that the relevant payment due date shall be reduced to fifteen days after: (i) the last day of the month to which the invoice relates (for all invoicing in arrears); and (ii) the last day of the month immediately preceding the month (or period) in which Equipment is to be delivered (if invoicing is in advance). In such circumstances, Inmarsat shall be entitled to require the Customer to put in place additional credit protection, including a bank guarantee, parent company guarantee, escrow account, or any other credit protection as Inmarsat in its reasonable discretion deems appropriate. If the Customer or any entity guaranteeing the Customer's obligations under these Terms and Conditions becomes subject to any bankruptcy or other insolvency event, the payment due date shall automatically be reduced to fifteen days after: (i) the last day of the month to which the invoice relates (for all invoicing in arrears); and (ii) the last day of the month immediately preceding the month (or period) in which Equipment is to be delivered (if invoicing is in advance).

## 6. Delivery/risk of loss

Risk of loss in the Equipment shall transfer to Customer upon delivery and delivery will take place when Equipment is shipped from Inmarsat's location. In the absence of specific instructions, Inmarsat will select the carrier to whom delivery will be made for shipment. Additional delivery terms for Equipment will be mutually agreed to by Inmarsat and Customer in advance of shipment. Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, Inmarsat will maintain a backorder list compiled by date. As backordered Equipment is received from the supplier, Inmarsat will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment. In no event shall Inmarsat have any liability in connection with any shipment, nor shall the carrier be deemed to be an agent of Inmarsat.

<sup>4</sup> Mobile satellite equipment purchase

## **7. Title**

Title to Equipment purchased by Customer will transfer from Inmarsat to Customer upon Inmarsat's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, Inmarsat will retain title to the Equipment and have a security interest therein. Customer will keep Equipment to which Inmarsat has retained title free from any liens, charges, claims or encumbrances and will execute all such documents as may be reasonably required by Inmarsat to evidence or perfect its security interest.

## **8. Equipment inspection and acceptance**

Customer has the right to inspect Equipment that has been tendered for acceptance. Customer may require Inmarsat to repair or replace nonconforming Equipment at no additional charge. Customer must exercise its rights under this paragraph 8 within thirty (30) days after (i) receipt of the Equipment or (ii) the earlier of when a defect is discovered or should have been discovered; and (iii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.

## **9. Warranty**

- (a) Except as provided in Article 8 above, Inmarsat warrants that title to all new Equipment delivered to Customer under this Agreement will be free and clear of all liens, encumbrances, security interests, or other claims.
- (b) Inmarsat warrants that the Equipment will be free from defects in workmanship and material for a guaranteed period of one (1) year. Any additional warranty period that Inmarsat receives from the manufacturer beyond the one-year guaranteed Inmarsat warranty will be passed along to Customer. Inmarsat warrants that any used or refurbished equipment will be free from defects for a period of thirty (30) days. The warranty period for Equipment will commence at the time of delivery of the Equipment pursuant to this Agreement. All repairs on warrantable defects within the warranty period will be performed at no charge. For the avoidance of doubt, only the parts and labor directly related to the specific warranty-covered repair shall be free of charge. Any additional labor necessary to complete the repair that is unrelated to the direct warranty repair shall be Customer's responsibility to pay. Once a warranty repair has been completed, Inmarsat shall provide a ninety (90) day warranty on such repair and shall provide repairs on any non-warranty equipment repair where the fault is caused by the replaced or repaired part. For any repairs requested after the warranty period, Inmarsat will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at

Customer's expense. The warranty will not apply to any equipment that has been damaged due to accident, misuse, abuse, neglect, unauthorized alteration or repair, improper installation or used for rental purposes. Customer is responsible for all costs related to the return of Equipment to an Inmarsat facility. Costs related to the return of Equipment to Customer will be the responsibility of Inmarsat.

- (c) All warranties offered by Inmarsat are a "return to depot" warranty. If Customer requires a Inmarsat technician to travel to a Customer location to perform warranty services ( a "Site Visit"), Customer is responsible for and will reimburse Inmarsat for all costs associated with such Site Visit including, but not limited to, transportation costs, living expenses, etc., plus an administrative fee equal to fifteen percent (15%) of Inmarsat costs incurred.
- (d) Upon receipt of notice of a potential warranty defect, Inmarsat shall repair or replace, at its sole discretion, defective Equipment or accessories. Equipment, parts, materials or components which are replaced will become Inmarsat's property.
- (e) This warranty shall not apply to any Equipment that: (i) has been subjected to misuse, neglect, accident or abuse; or (ii) has been altered, improperly installed by a third party, is repaired, altered, or damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment's manufacturer's instructions or specifications provided by Inmarsat at the time of delivery to Customer.
- (f) THE EXPRESS WARRANTIES OFFERED IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL IMPLIED WARRANTIES OR REMEDIES WHETHER STATUTORY, COMMON-LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR DESIGN AND INMARSAT DISCLAIMS ALL SUCH IMPLIED WARRANTIES OR REMEDIES.

## **10. Refunds/restocking fees**

There will be no refunds for used Equipment returned to Inmarsat. If Customer returns unused Equipment to Inmarsat in its original package, in its original condition, and within thirty (30) days of delivery, Inmarsat will refund to Customer eighty five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. Any returns must be coordinated through Customer's Account Manager.

## **11. Operating procedures**

Customers shall follow the procedures ("Procedures") established by the entities that supply the Equipment to Inmarsat ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to Inmarsat. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. Inmarsat shall not be liable for Customer's use of the Equipment in a manner inconsistent with the Procedures provided by Suppliers.

## **12. Fraudulent use of equipment**

- (a) Customers shall not use the Equipment in an abusive or fraudulent manner, including, but not limited to the following:
  - (i) tampering with or altering authorized Equipment;
  - (ii) obtaining or attempting to obtain permission to use Equipment by providing false or misleading information;
  - (iii) obtaining Equipment without having the intent to pay charges incurred;
  - (iv) intentionally interfering with or causing disruption in the provision of Equipment to other Customers;
  - (v) using Equipment to further criminal activity;
  - (vi) using Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons;
  - (vii) using Equipment in a manner that interferes unreasonably with the use of Equipment by one or more other Customers.
- (b) Inmarsat reserves the right to terminate use of the Equipment of any Customer engaging in abusive or fraudulent use of the Equipment purchased from Inmarsat.

## **13. Indemnity and limitation of liability**

- (a) Inmarsat shall not be liable to Customer, any user, or other person for:
  - (i) any indirect, consequential, incidental or special, exemplary or punitive losses or damages, including without limitation, loss of profits, loss of

<sup>7</sup> Mobile satellite equipment purchase

earnings, loss of business opportunities, or personal injury, however arising;

- (ii) any claims of defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received over Inmarsat's facilities;
  - (iii) infringement of patents or other intellectual property arising from use of the Equipment or the use of the Equipment in combination with Customer-provided services or equipment.
- (b) Should Inmarsat be found liable to Customer under these Terms and Conditions, IN NO EVENT SHALL INMARSAT'S TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CONDITIONS EXCEED THE SALE PRICE OF THE EQUIPMENT WHICH GIVES RISE TO THE CLAIM, NOR SHALL ANY CLAIM OF CUSTOMER BE VALID UNLESS CUSTOMER ADHERES TO ALL OF THE TERMS AND CONDITIONS SET FORTH.
- (c) Customer alone shall be responsible for all claims, actions, losses, costs and damages ("Liability") arising out of or relating to the acts or omissions of Customer in connection with the Equipment sold by Inmarsat. Customer shall indemnify and hold Inmarsat and its officers, employees and agents harmless from and against all such Liability.
- (d) Each provision of this Article 13 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this Article is held inapplicable or unreasonable.

## **14. Force majeure**

Except for Customer's payment obligations as set forth above, neither party will be liable to the other for any failure to perform due to a cause beyond such party's reasonable control ("Force Majeure") including, but not limited to, acts of God, acts of any governmental body in either its sovereign or contractual capacity, explosions, fires, floods, earthquakes, epidemics, strikes or other labor difficulties, freight embargoes, unusually severe weather, riots, war, theft, national emergencies or natural disasters; provided that the party failing to perform promptly notifies the other party of such circumstances and uses its reasonable efforts to avoid or remove such cause of non-performance. During any period when performance of a party's obligation is prevented by Force Majeure, that obligation shall be suspended for the duration of the period of Force Majeure. Upon removal or cessation of such cause of non-performance, all obligations will resume.



## **15. Governing law**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York (USA) without regard to its choice of law provisions.

## **16. Government approvals and authorizations**

Customer will not use the Equipment for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Equipment may be used, including licensing requirements. Inmarsat will not be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, Inmarsat will have no responsibility for fines associated with Equipment seizure or for legal ramifications of using Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country. Customer agrees to comply with relevant export and import laws of the United States and other countries to ensure that the Equipment is not exported or otherwise transferred in violation of such laws and to obtain any required export or import licences or authorities.

## **17. Confidential information**

Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, Inmarsat will keep confidential all information or data furnished by Customer or otherwise acquired by Inmarsat through its performance under these Terms and Conditions. Such information will not be released by Inmarsat to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of Inmarsat is acting as an agent of Customer; (iii) an agent retained by Inmarsat to collect outstanding balances owed to Inmarsat by customer, or (iv) to a law enforcement agency whenever Inmarsat has reasonable grounds to believe that Customer has knowingly supplied Inmarsat with false or misleading information or is otherwise involved in unlawful activities.

## **18. Assignment**

Inmarsat may, without the consent of Customer (a) assign its right to receive payment hereunder to a third party and (b) assign its rights and obligations hereunder to a corporation, partnership, affiliate or other business enterprise in which Inmarsat has directly or indirectly an ownership interest. These Terms and Conditions shall ensure to the benefit of, and shall be binding on Customer's and Inmarsat's respective successors and permitted assigns.

## **19. Notices and communications**

All notices and communications permitted or required ("Notices") shall be in writing in the English language and shall be sent by facsimile, overnight courier, or certified mail, as appropriate in light of the subject matter of the Notice. Notices to Customer shall be sent to Customer's Point of Contact specified on the Equipment Order Form.

Inmarsat Solutions  
Attn : Regan Rishel  
1101 Connecticut Avenue, NW  
Suite 1200  
Washington, DC 20036  
Tel : +1 (202) 248-5150  
Fax : +1 (202) 248-5177  
Email : [contracts.legal@inmarsat.com](mailto:contracts.legal@inmarsat.com)

## **20. Severability**

If any provision of these Terms and Conditions is declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any such provision is declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law and shall continue to be fully enforceable as so modified.

## **21. Entire agreement**

These Terms and Conditions and Customer's order constitute the entire understanding between Inmarsat and Customer as to the subject matter hereof and supersede all prior agreements, discussion, representations, and understandings, written or oral, between Inmarsat and Customer with respect to such subject matter.

## **22. Effective date**

The Terms and Conditions set forth above are effective as of January 6, 2015 and will remain in effect unless modified, revoked or terminated by Inmarsat.