



# Equipment repair service terms and conditions

1. The following terms and conditions (“Terms”) and/or Customer’s written acceptance of a quotation by Inmarsat Solutions (Canada) Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions B.V. or one of their affiliated entities (“Inmarsat”) govern the provision by Inmarsat of repair services, including labor and replacement parts (“Repair Services”) to Customer. If Customer issues a purchase order to Inmarsat for the Repair Services, such purchase order will be treated as an administrative document only, and will not add to, delete from or modify in any way these Terms.
2. No Repair Services shall be provided for, or on Equipment being returned from, any country where doing so is a violation of applicable U.S. law, and no Repair Services shall be provided for, or on Equipment transferred to/from, any person or entity identified on the U.S. Specially Designated Nationals (SDN) List. Without limiting the foregoing, in no instance shall Repair Services be provided for, or on Equipment being returned from, the following countries without the express written consent of Inmarsat, which will only be provided upon a showing that the proposed Repair Service or importation is licensed or otherwise authorized by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea.
3. The Terms will be governed and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract, without regard to the conflict of laws principles. Inmarsat and Customer submit to the exclusive jurisdiction of the courts of Ontario. Inmarsat and Customer hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the International Sale of Goods Act (Ontario), as amended, replaced, or re-enacted from time to time. Inmarsat and Customer have required that these Terms and all documents relating thereto be drafted in the English language. Les parties ont demandé que cette convention ainsi que tous les documents qui s’y rattachent soient rédigés en anglais.
4. All Equipment returned to Inmarsat must have an Inmarsat-issued Returned

Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the Inmarsat facility as designated by Inmarsat. An RMA number may be obtained by calling Inmarsat's Customer Care at 1-800-563-2255 within North America (Toll Free) or by email at [globalcustomersupport@inmarsat.com](mailto:globalcustomersupport@inmarsat.com). Equipment returned without an RMA number will be returned to Customer at Customer's expense.

5. Customer is solely responsible for all shipping costs (including without limitation customs duties, taxes and insurances) relating to the equipment to be repaired, and will ship the equipment to Inmarsat's designated premises. At all times, Customer will bear the risk of loss in equipment while such equipment is in transit. In no event will Inmarsat be liable for any shipping delays. Inmarsat's preferred freight forwarder is FedEx®. If the repair is covered under warranty, Inmarsat will bear the cost of return shipment to the Customer otherwise, return shipment will be to Customer's account. Inmarsat will charge Customer a bench-testing fee of US \$125.00 to cover diagnosis/replication of the fault. Upon diagnosis of the fault, Inmarsat will issue a quotation to Customer for repair of the fault. Customer must either accept (by signing and returning the quotation) or reject the quotation within fifteen (15) days of receipt. If Customer rejects or fails to accept the quotation within the aforementioned fifteen (15) day period, Inmarsat will return the equipment to Customer and charge Customer the US \$125.00 bench test fee plus shipping charges.
6. Inmarsat warrants that for a period of ninety (90) days following shipment of the repaired equipment, that the Repair Services will free from defects in workmanship. This warranty is limited to the repair actually performed and Customer's sole remedy for breach by Inmarsat of the foregoing warranty shall be for Inmarsat to re-perform the Repair Services.
7. Invoices for Repair Services are due and payable within thirty (30) after the last day of the month to which the invoice relates. 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. Furthermore, Customer will pay for any and all collection or litigation expenses, including legal fees, incurred by Inmarsat in collecting any late payments or late payment fees. Inmarsat also reserves the right to retain equipment until receipt of full payment for the Repair Services. 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 favor of Inmarsat, Customer must pay the Disputed Amount together with interest as provided in this paragraph 7 upon final determination of such dispute. Inmarsat will issue any applicable credits to Customer upon resolution of any disputes in favor of Customer. An invoice is deemed to be accepted if no written notice of a dispute is provided before the invoice due date.

8. 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 Customer to Inmarsat, or which Customer may be required to withhold in respect to any amount due to Inmarsat, such tax, duty, impost, levy or the like charge shall be for the account of Customer and Customer 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 Customer to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident of a jurisdiction or of its entitlement to benefits under a treaty.
9. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT OF THE REPAIR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. FURTHERMORE, IN NO EVENT WILL INMARSAT BE LIABLE FOR ANY CLAIM RELATING TO REPAIR SERVICES IN AN AMOUNT GREATER THAN THE PRICE PAID BY THE CUSTOMER FOR SUCH REPAIR SERVICES.**

Last Modified: November 24, 2015