



TERRASAT COMMUNICATIONS, Inc. PRODUCTS WARRANTY POLICY

(A) This warranty is for equipment of Terrasat Communications, Inc. The term "Terrasat" as used throughout this warranty shall mean Terrasat Communications, Inc, if the equipment was manufactured by Terrasat Communications, Inc.

(B) Terrasat warrants that its equipment will be free from defects in material or workmanship at the time of shipment and that it will conform to applicable specifications.

• For all Satcom products, the buyer shall exercise any and all warranty claims within a period of thirty-six (36) months.

(1) The warranty does not apply to any part of a product if it has been altered, repaired or misused in a way that, in the opinion of Terrasat, affects the reliability of, or detracts from the performance of any part of the product, or if it is damaged as a result of the use of such part in or in connection with equipment not previously approved by Terrasat.

(2) The warranty does not apply to any product or parts thereof if its serial number or the serial number of any of its part has been altered, defaced, or removed.

(3) The warranty does not cover damages or losses incurred in transportation.

(4) The warranty does not cover replacement or repair necessitated by loss or damage resulting from any cause beyond the control of Terrasat.

(5) The warranty does not include the furnishing of any labor involved or connected with the removal and/or reinstallation of warranted equipment or parts on site, or any labor required to diagnose the necessity for replacement or repair.

(6) IN NO EVENT SHALL TERRASAT BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING FROM THE USE OF THE EQUIPMENT OR PRODUCTS, EVEN IF TERRASAT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, OR FOR ANY INABILITY TO USE THEM EITHER SEPARATED FROM OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR PRODUCTS.

(C) TERRASAT'S WARRANTY, AS STATED HEREIN, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND TERRASAT NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY TO ANY PERSON IN CONNECTION WITH THE SALE OR USE OF TERRASAT'S PRODUCTS. The buyer shall pass on to any purchaser, leasees, or other user of Terrasat's products, the aforementioned warranty, and shall indemnify and hold harmless Terrasat from any claim or liability of such purchaser, leasees, or user based upon allegations that the buyer, its agents, or employees have made additional warranties or representations as to product preference or use.

(D) A fixed charge established for each product will be imposed for all equipment returned for warranty repair and where the cause of failure cannot be identified by Terrasat.