

General service/support/repair/warranty policy for all Partner agreements

1 GENERAL

- 1.1 Partner is obligated to support his customers and the sold Products, and to assist the customer in arranging the Services – when/if Partner is not able to perform the Services – whether warranty service or other Services.
- 1.2 The Partner shall offer relevant Services in order to be competitive in the Partner's market.
- 1.3 Cobham SATCOM may publish manufacturer's suggested retail prices (MSRP) for Services and spare parts.
- 1.4 Prices and conditions shall be determined between the customer and Partner.
- 1.5 Unless a Service Specialisation is signed, Partner will be listed on the Cobham SATCOM web-site as providing STANDARD service level for the Products in the sales agreement.

2 SERVICES TO BE PERFORMED BY THE PARTNER

- 2.1 Repair services
 - A. Repairs are in most cases to be done as module replacements. Repairs on PCB's are generally not supported by Cobham SATCOM and may only be performed when stipulated in a specific Cobham SATCOM service bulletin. Only original spare parts and exchange modules, listed on the Cobham SATCOM spare parts and repair/exchange lists, or in specific Cobham SATCOM service bulletins, may be replaced.
 - B. Products under the Customer Protection Plan (CPP) are – unless it is a minor fault, which can be rectified more economically by replacement of available spare parts – to be replaced by a new product at a discounted price in accordance with the CPP. Under warranty the replacement product is reimbursed or replaced by Cobham SATCOM.
- 2.2 Exchange and loaner services

When relevant in order to meet the local market's practices and expectations regarding repair of defective products the Partner shall offer exchange, loaner Products and/or modules.
- 2.3 Installation services

The Partner shall directly or via dealer/partner network offer installation work to all customers.

2.4 Training

The Partner shall provide training, as required and expected in the local market. In case of indirect sales dealer training is required to be competitive in the local market.

3 COBHAM SATCOM SERVICES AND SUPPORT TO PARTNER

3.1 24/7 web access to partner site for technical download, knowledgebase and trouble-shooting.

3.2 Technical help desk support – 24/5 “follow the sun” – from the Cobham SATCOM offices in Asia, EMEA and USA – via eSupport web-portal and/or phone.

3.3 Spare part stock with an inventory level to support a delivery target of:

- 85 % of the order lines immediately;
- Additional 10 % of the order lines within 2 weeks

3.4 Advance Replacement (AR) solution for high value low volume Products

3.5 Return for credit solution for selected unused high value spare parts:

- The item must be in original packing with unbroken seal
- Items which are not packed in sealed inner bag/box are not comprised in the return for credit solution

3.6 A 15% restocking fee – minimum USD 100 – applies. Freight is not credited.

3.7 Return for credit does not apply in case the item is or has been on the mandatory parts lists for a service specialisation in which case additional discount has been given among others as compensation for the no return for credit.

3.8 Repair services with a turnaround time (TAT) target of:

- 85% of all repairs within 10 working days, except aeronautical
- Aeronautical and additional 10% of other repairs within 20 working days
- At Cobham SATCOM’s discretion repair may be done as exchange of part/Product to an equivalent part/Product.

3.9 Service Bulletins and Technical Notification

- It is Cobham SATCOM’s responsibility to inform Partner about
- new software and hardware revisions

- other technical aspects relevant for selling, installing, supporting and servicing the Products

3.10 Customer Protection Plan (CPP) for selected Products

- Enables Partner to replace customer's older defective product with a new Product at reduced price depending on age of defective product, ref. the CPP specification

3.11 Global service network

- In addition to the Partner network servicing their respective local markets and customers the Cobham SATCOM Technical Service Partners are obliged to service the products in accordance with instructions and policies defined by Cobham SATCOM irrespective of who sold and installed the product. Services – irrespective of warranty status – are coordinated directly with the Partner.

3.12 Technical training

- Pre-sales product training
- Installation training
- Maintenance & repair training (if applicable)

Cobham SATCOM will provide scheduled and mandatory training classes that will be conducted at different Cobham SATCOM premises globally. Travelling and accommodation costs of the Partner's personnel shall be borne by Partner.

Partner is obliged to arrange relevant third party training for Partner's personnel – e.g. eLearning modules from Global VSAT Forum or other when directed – before attending Cobham SATCOM training where such training or equivalent knowledge and experience is a pre-requisite.

4 COBHAM SATCOM WARRANTY CONDITIONS

4.1 The Warranty

Cobham SATCOM warrants the Products and accessories to be free of defects in material and workmanship for a period of 24 months (the Warranty Period), and that the product has been manufactured in accordance with the specifications, has been carefully manufactured and tested or inspected, and has left Cobham SATCOM in good operating condition.

4.2 Warranty expire date

The standard Warranty Period expires 24 months after date of sale to end-user or date of installation, or 30 months after date of shipment from Cobham SATCOM whichever comes first.

In case of warranty claim more than 24 months after date of shipment from Cobham SATCOM, the date of sale/installation must be documented by appropriate sales invoice or installation report containing all relevant product information including serial numbers.

Extended Warranty Period can be purchased, ref. the Extended and Premium Warranty documentation available on Cobham SATCOM Extranet.

4.3 Exclusions

A. The warranty does not cover the following:

- Installation workmanship and materials not supplied by Cobham SATCOM;
- Normal wear and tear;
- Any damage due to shipping or if storage requirements have not been complied with;

B. Defects directly or indirectly resulting from:

- Any maintenance requirements have not been complied with;
- Unauthorized service or repair attempt;
- Improper installation or connection;
- Use outside the specification limits;
- Misuse, negligence, tampering, improper use or accidents;
- Damages caused by lightning, overload or short circuit;
- Liquids or trace of liquids or condensation inside a product not intended for outdoor use or installation.

Please also refer to the Terms and Conditions for the Sale of Goods and Supply of Services, section 22 and 26, which in case of conflict takes precedence over this document.

5 WARRANTY POLICY

5.1 The warranty and the below-mentioned remedies are granted to the Partner who purchased the product from Cobham SATCOM.

5.2 The Partner is obligated to make his own warranty arrangement towards his customer, and shall as a minimum grant a 12 months warranty from the date of sale to the customer covering defects covered by the Cobham SATCOM warranty.

5.3 The warranty policy provides support for the Products within close proximity to the Partner premises. Due to the nature of the industries Cobham SATCOM cannot be held responsible for expense incurred in the process of following a vessel/vehicle/aircraft. It is the responsibility of the Partner to put in place agreements with their customers where travel and/or customs related expense must be reimbursed.

Note: Extended Warranty Period and additional coverage (remedies) can be purchased. Terms and conditions as well as remedies related to such Extended or additional warranties are described in the Extended and Premium Warranty documentation available on Cobham SATCOM Extranet.

5.4 Cobham SATCOM maintains an extensive Technical Service Partner network and Partners are recommended to utilize this facility to reduce travel expenses where possible. The Technical Service Partners meet specific Cobham SATCOM defined criteria.

Note: When attending a service call, Partners and their representatives are expected to carry sufficient tools, instruments and spare parts to accomplish the repair during one visit, in all but the most unusual cases. It is also required that the technician has sufficient product knowledge and experience to accomplish the task in hand.

5.5 Parts required for service interventions should be purchased via the eShop or standard sales process. It is expected that Cobham SATCOM Partners maintain stock of essential spares to have the ability to support their customers.

5.6 Software related product improvements are not covered under the terms of the warranty. It is required that Partners ensure correct software versions are installed prior to replacing parts. Parts found to only have incorrect software will not be accepted as faulty.

Note: All products returned to Cobham SATCOM for repair must be accompanied by an RMA number, which is issued to the Partner via the on-line web-portal. This RMA number should be clearly marked on the packaging. Parts received without this RMA number may be rejected and returned to the Partner at their cost.

5.7 Parts returned that have been described as faulty which are then found to be in a fully functioning condition, may be returned to the Partner at their expense and be subject to a No Fault Found fee (flat rate ref. repair/exchange price list).

6 EFFECTUATION OF REMEDY

6.1 In the event of a defect, Cobham SATCOM will, at its discretion, repair or replace the product with no charge to the Partner for parts and labour, or reimburse the Partner's purchase price. Replacement may involve the use of functionally equivalent reconditioned units.

6.2 The repaired or replaced product will be warranted for six (6) months from the date of repair, or for the balance of the original warranty period, whichever is longer. This applies to repairs performed by Technical Service Partners too.

6.3 Products that are installed on/in a vessel/vehicle/aircraft should normally be repaired on site at the level defined in a Technical Manual, Service Bulletin

or by the spare parts available from eShop. The Warranty covers repair labour for such on-site repair – also in case the repair is done using exchange products that are afterwards repaired at Partner's facility – at rates that are published at the Cobham SATCOM Extranet. The labour compensation is given as credit notes that are issued upon receipt of documentation and completion of the related RMA process. Cobham SATCOM may at its discretion collect cases for a month and issue monthly credit notes.

- 6.4 Cobham SATCOM may outsource the handling of warranty remedies and defective parts, and will in such case specify in the RMA to whom the parts are to be shipped.
- 6.5 Carriage costs related to a warranty shipment will - in accordance with the Terms and Conditions for the Sale of Goods and Supply of Services, section 22, and provided relevant documentation is forwarded in the RMA case - be refunded as credit note together with labour compensation if applicable.

7 DEAD ON ARRIVAL (OUT OF BOX FAILURE) REMEDY

- 7.1 A Dead on Arrival or Out of Box Failure (DOA/OOB) is defined as a non-conformance or a defect found during incoming inspection or when preparing the product for sale or installation. In such case the Partner may return the entire product in its original packing with all accessories, manuals, certificates etc. included. Then Cobham SATCOM will, at its discretion, repair or replace the product, and return it in same shape as a new product from stock/production. The warranty will be reset to start on date of repair/replacement, however no more than six (6) months after the original warranty start date.

(The above DOA remedy is intended to enable the Cobham SATCOM Partner to take a new product from stock as replacement for the defective without losing any value or warranty time).

8 PARTNER'S RIGHTS AND DUTIES

- 8.1 To obtain warranty service, unless otherwise stated for the Product, the Partner must, before expiration of the Warranty Period, notify Cobham SATCOM and request RMA via the web-portal where a written warranty claim is posted, and thereafter as instructed by Cobham SATCOM return the defective Product, part thereof or accessories. The claim shall include all relevant information including description of the nature of defect, and return address.
- 8.2 All freight and forwarding costs from Partner/end-user to Cobham SATCOM must be paid by Partner/end-user (DDP Incoterms 2010), and the shipment shall be made in accordance with the procedures for shipping repairs to Cobham SATCOM as described on Extranet and in the RMA. Cobham SATCOM pays standard freight costs from Cobham SATCOM to Partner/end-

user after warranty repair, and refund the carriage costs ref. the Terms and Conditions for the Sale of Goods and Supply of Services, section 22.

- 8.3 Cobham SATCOM will not be responsible for losses or damages to the product incurred while the product is in transit or are being shipped for repair. Insurance is recommended.
- 8.4 For clarity it shall be noticed that the right to repair a Product under warranty is not restricted to certain Partners as long as only original Parts available from the Cobham SATCOM eShop are used, and as long as any legislation, certification or similar, pertaining to the Product or its repair and maintenance is complied with.