

IsatPhone²

WARRANTY

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inmarsat
The mobile satellite company

IsatPhone²

INMARSAT LIMITED WARRANTY FOR ISATPHONE 2 AND ACCESSORIES

1. Coverage and Warranty period

Inmarsat Global Limited (“**Inmarsat**”) offers this limited warranty (this “**Warranty**”) to the first end-user purchaser (the “**Purchaser**”) of any new IsatPhone 2 and related “in-box” accessories (whether such accessory is supplied with the IsatPhone 2 or sold separately) (each a “**Product**”).

A definitive list of the “in-box” accessories covered by this Warranty is contained in the User Guide supplied with the Product.

Inmarsat warrants, subject to the limitations and exclusions set out below, that:

- a. each new Product (excluding batteries) shall be free from defects in materials and workmanship for a period of twelve (12) months; and
- b. each battery for a Product shall be free from defects in materials and workmanship for a period of six (6) months,

from the date of purchase of the Product by the Purchaser (the “**Warranty Period**”).

Inmarsat shall, at its sole option, repair or replace any defective Product without charge, provided that the Product (or the affected part) is returned within the Warranty Period in accordance with the instructions set out in section 3.

When repairing or replacing the defective Product, Inmarsat may use parts which are new, equivalent to new, or reconditioned. Any Product which is repaired or replaced under this Warranty shall be warranted by Inmarsat for the remainder of the original Warranty Period.

This Warranty is given solely to the original Purchaser. The benefit of this Warranty may not be assigned or transferred to any other person.

2. What is not covered under this Warranty?

This Warranty does not cover any defect or damage to a Product (including batteries) that arises from:

- a. fair wear and tear resulting from normal use;
- b. wilful damage, reckless or negligent use, abuse, misuse, accident or neglect by the Purchaser or any third party;
- c. failure to follow the safety information or instructions for use or maintenance of the Product in the User Guide (or any updated version of that guide) supplied to the Purchaser;
- d. use of the Product in combination with other products, equipment, software or services not expressly approved by Inmarsat for use with that Product;
- e. any disassembly, removal, alteration, modification or repair of any part of the Product by any person who has not been authorised by Inmarsat for that purpose;
- f. immersion in or exposure to fire, radiation, water or hazardous substances, or to extreme thermal or environmental conditions which do not meet the specifications in the User Guide;
- g. spillages of food or liquids;
- h. removal, erasure or alteration of the IMEI number or serial number;
- i. stretching coil cords; or
- j. breakage or damage to the antenna.

In addition to the above, this Warranty shall not apply to a battery where:

- a. the battery is or has been charged using equipment other than that specified by Inmarsat for the battery type;
- b. any seals on the battery are broken or show evidence of tampering; or
- c. the battery is or has been used in equipment other than the Product for which it is specified by Inmarsat.

This Warranty shall not apply to any USB drive supplied with a Product or any contents of the USB drive including, without limitation, the User Guide or Quick Start Guide.

3. How do I claim under this Warranty?

A Purchaser wishing to claim under this Warranty should contact the distributor or service provider from whom the Purchaser bought the Product (the “Retailer”) and return the defective Product to the Retailer at the Purchaser’s own risk and expense.

Any claim submitted under this Warranty is subject to the Purchaser returning the defective Product to the Retailer before the expiry of the Warranty Period specified in section 1.

When returning the defective Product to the Retailer, the Purchaser must provide the original proof of purchase for the Product, the IMEI number, the Purchaser’s name, address and telephone number, and a written description of the problem.

Any Product which is repaired or replaced under this Warranty shall be returned to the Purchaser by the Retailer at the Retailer’s risk and expense. Where any Product is found not to be covered by this Warranty, Inmarsat or the Retailer reserves the right to charge the Purchaser a handling fee.

For additional information about claiming under this Warranty, please contact the Retailer.

4. Disclaimer of liability

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST INMARSAT FOR DEFECTIVE PRODUCTS. EXCEPT AS PROVIDED IN SECTIONS 1 AND 2, INMARSAT DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS RELATING TO THE PRODUCTS OR THEIR PERFORMANCE IMPLIED BY STATUTE OR COMMON LAW, INCLUDING ALL IMPLIED TERMS AS TO MERCHANTABILITY, FITNESS FOR PURPOSE OR SATISFACTORY QUALITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS WARRANTY DOES NOT AFFECT LEGAL (STATUTORY) RIGHTS UNDER THE PURCHASER'S APPLICABLE NATIONAL LAWS RELATING TO THE SALE OF CONSUMER GOODS, OR ANY RIGHTS WHICH THE PURCHASER MAY POSSESS AGAINST THE RETAILER OF THE PRODUCT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, INMARSAT'S TOTAL LIABILITY UNDER THIS WARRANTY IN CONNECTION WITH ANY PRODUCT SHALL BE LIMITED TO THE PURCHASE PRICE OF THAT PRODUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO CIRCUMSTANCES SHALL INMARSAT HAVE ANY LIABILITY TO THE PURCHASER FOR: LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF ANTICIPATED SAVING, LOSS OR CORRUPTION OF DATA OR INFORMATION, FAILURE TO TRANSMIT OR RECEIVE DATA, PROBLEMS ASSOCIATED WITH THIRD PARTY SYSTEMS OR SOFTWARE, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, IN EACH CASE WHETHER OR NOT FORESEEABLE.

FOR THE AVOIDANCE OF DOUBT, INMARSAT SHALL HAVE NO LIABILITY UNDER THIS WARRANTY FOR THE OPERATION, AVAILABILITY, COVERAGE, SERVICES OR RANGE OF ITS SATELLITE COMMUNICATIONS NETWORK.

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