



EVERYWHERE

## Appendix C: Limited Warranty, Conditions of Use and Limitations of Liability

### Iridium Pilot™ Products Terms and Conditions

All sales by Iridium of Iridium Pilot subscriber products (Above Deck Equipment, Below Deck Equipment, and Power Supply) (collectively the “Product”) and accessories (i.e. cables, captain and crew handsets, mounts) (“Accessories”) are subject to and conditioned upon the Purchaser’s acceptance of these Terms and Conditions. Iridium objects to any additional or different terms contained in any documentation used or submitted by buyer unless expressly accepted in writing by Iridium. If any provision of these Terms and Conditions is found invalid under applicable law or court order, all other provisions shall be unaffected and remain independently binding and valid. The provisions in these Terms and Conditions supersede any contrary provisions in other Iridium documents, including *Iridium OpenPort Product Limited Warranty Policy*.

#### 1. IRIIDIUM PILOT LIMITED WARRANTY

Iridium warrants only that the Product, not including Accessories, shall be free from defects in materials and workmanship for a period of sixty (60) months (five (5) years) from the date of sale to the end-user. Iridium Pilot Accessories shall be covered by this Limited Warranty for twelve (12) months (one (1) year). Iridium does not authorize any person to assume or create for it any other obligation or liability in connection with any Product or Accessories.

IRIDIUM MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. IN NO EVENT SHALL IRIDIUM BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR ACCESSORIES, OR FOR ANY INDEMNIFICATION OF PURCHASER ON ACCOUNT OF ANY CLAIM ASSERTED AGAINST PURCHASER, OR FOR ANY OTHER DAMAGE OF ANY KIND, WHETHER DIRECTLY OR INDIRECTLY RELATED TO THE PRODUCT, ACCESSORIES OR IRIDIUM’S SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS LIMITED WARRANTY PERIOD. THIS WARRANTY IS MADE BY IRIDIUM TO THE PURCHASER OF THE PRODUCT AND ACCESSORIES ONLY, AND IT IS NOT ASSIGNABLE OR TRANSFERABLE BY THE PURCHASER. TO THE EXTENT PERMITTED BY LAW, THIS IS IRIDIUM’S SOLE AND COMPLETE WARRANTY FOR THE PRODUCT AND ACCESSORIES. THIS WARRANTY COVERS PRODUCT AND ACCESSORIES ONLY. IRIDIUM MAKES NO WARRANTY AS TO COVERAGE, AVAILABILITY, OR GRADE OF SERVICE PROVIDED BY IRIDIUM SEPARATELY FOR IRIDIUM SATELLITE SERVICES. IRIDIUM ASSUMES NO OBLIGATION OR LIABILITY



FOR ADDITIONS OR MODIFICATIONS TO THIS WARRANTY UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF IRIDIUM.

This Product and Accessories is covered only by the LIMITED WARRANTY as stated above. To the extent permitted by applicable law, Iridium specifically disclaims any other warranty terms, liabilities, or obligations which may be implicated by sale or purchase of the Product or Accessories outside of the United States. Except as specified in this LIMITED WARRANTY, Products and Accessories are provided “AS IS.”

If you acquired this Product and Accessories in Australia or in New Zealand, this Product and Accessories come with guarantees that cannot be excluded under the Australian Consumer Law or similar legislation in New Zealand. Notwithstanding other express terms and other limitations of this Limited Warranty (which other express terms and other limitations are negated by this paragraph, but only to the extent inconsistent with this paragraph, and will not be applied to limit consumer rights under such guarantees), where such guarantees operate, consumers are entitled to a replacement or a refund for a major failure of this Product and Accessories and for compensation for any other reasonably foreseeable loss or damage. Where such guarantees operate, consumers are also entitled to have this Product and Accessories repaired or replaced if this Product and Accessories fail to be of acceptable quality and the failure does not amount to a major failure. Please follow the instructions as to use and report problems promptly: problems caused by use that is abnormal or contrary to instructions will generally not be covered. You should contact your Product and Accessories provider in relation to problems with the Product and Accessories and Iridium will assist your Product and Accessories provider to resolve them, including by replacement where required.

## 2. EXCLUSIONS

- A. Product and Accessories Conditions Not Covered By The LIMITED WARRANTY in Section 1 above:
1. Product or Accessories damage caused by the use of equipment not furnished by Iridium, including accessories, power supplies and peripherals.
  2. Failures caused by incompatibility of Iridium Product or Accessories used in a combination with equipment not furnished by Iridium.
  3. Damage to any equipment not furnished by Iridium.
  4. Defects or damage resulting from use of the Product or Accessories in any manner not in accordance with the User Manual or Installation Guide.
  5. Damages resulting from accident or neglect, including but not limited to dropping the Product or Accessories on hard surfaces, submersion in water, improper testing, operation, maintenance, installation, adjustment, or any alteration or modification of any kind, including spliced or improperly terminated cables.
  6. Scratches or other damage to surfaces or the appearance of externally exposed parts caused by Purchaser's use.
- B. The LIMITED WARRANTY in Section 1 of these Terms and Conditions is VOID upon the following:
1. Product integration, installation, maintenance, or service in any manner other than in accordance with the Iridium installation and user documentation furnished with or applicable to the Product or Accessories.
  2. Use of ancillary equipment not furnished by Iridium which damages Iridium Product or Accessories.
  3. Product or Accessories disassembly, opening, or repair performed by anyone other than an Iridium Authorized Repair Center.
  4. Removal, alteration, or obliteration of serial numbers or date tags.
  5. Failure to comply with these Terms and Conditions, including Limitations and Conditions of Use in Section 4 below.



### 3. LIMITED WARRANTY CLAIMS - PURCHASER REMEDIES

At its sole discretion, Iridium shall, at no charge to Purchaser, either repair or replace the Product or Accessories, or refund the purchase price of a Product or Accessories that does not conform to this LIMITED WARRANTY, provided that the Product or Accessories is returned in accordance with the instructions set forth below and within the LIMITED WARRANTY period set forth in Section 1 above. Repair may include the replacement of parts and/or components with functionally equivalent, reconditioned, or new parts and/or components. Product or Accessories that is repaired or replaced in accordance with these Terms and Conditions will be covered by the LIMITED WARRANTY for the balance of the original warranty period, or six (6) months, whichever is longer. A returned Product or Accessories for which a replacement has been provided shall become Iridium's property.

To the extent permitted by applicable law, the remedies under these Terms and Conditions are Purchaser's sole and exclusive remedies. IN NO EVENT SHALL IRIDIUM, INCLUDING ITS LICENSORS AND/OR SUPPLIERS, BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ACCESSORIES, OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE SUCH PRODUCT REGARDLESS OF NOTICE OF SUCH LOSS.

For warranty questions, repairs, service or for the return of Product or Accessories, contact the Iridium Service Provider or Point-of-Sale. Products and Accessories needing service should be returned to the Purchaser's Service Provider or Point-of-Sale. Purchaser's Service Provider will coordinate warranty service with Iridium to facilitate repair or replacement of the Product or Accessories. All Products and Accessories shipped to Iridium's authorized Global Warranty Center(s) must be shipped with freight and insurance prepaid. Products and Accessories returned to Iridium must be accompanied by a copy of the Return Material Authorization (RMA), and the RMA number referenced on the outside of the box.

Product and Accessories that is repaired or replaced under the LIMITED WARRANTY shall be returned to Purchaser at Iridium's expense for the freight and insurance, and at Purchaser's expense for any applicable duties or other charges.

### 4. LIMITATIONS AND CONDITIONS OF USE

In the United States, and subject to availability, emergency calls using 911 or 112 emergency systems, are routed to emergency call centers for response. OUTSIDE OF THE UNITED STATES, EMERGENCY ACCESS NUMBERS SUCH AS 911, 112, AND/OR 999, ARE UNAVAILABLE ON THE IRIDIUM NETWORK AND MOBILE SATELLITE SERVICE. Iridium also does not currently support enhanced 911 or 112 services and does not provide information to emergency call centers to identify callers' locations.

Purchaser and all users of the Product and Accessories, including but not limited to the use of the Iridium phone services, in conjunction with 911, 112, or any other emergency or distress call services, both public and privately operated, acknowledge and agree as a condition of the provision of Iridium phone service that they will make no claim in contract, tort, or otherwise, against Iridium for any damages, bodily injury, loss of life, or any other loss arising from unavailability, delay, faultiness, or failures of the Iridium facilities, service, Product or Accessories, including inaccuracies with regard to any user information. Users disclaim any liability against Iridium arising from Iridium's service in exchange for the provision of Iridium's phone service through its Products and Accessories.

As part of providing its service, Iridium may disclose user information, including but not limited to name, address, telephone number and location information, including, where available, the geographic coordinates of equipment, to governmental and quasi-governmental agencies where Iridium deems it necessary in its sole discretion to respond to exigent circumstances or as required by law. Governmental



and quasi-governmental agencies shall also be deemed “users” for all purposes of this provision and these Terms and Conditions.

Purchaser shall only use the Products and Accessories in connection with service on the Iridium satellite network using airtime purchased from Purchaser’s Iridium Service Provider. Terms and conditions for use of the Iridium system and network airtime are provided separately by Purchaser’s Service Provider. Iridium or Purchaser’s Service Provider may from time to time change or establish additional terms and conditions. Iridium will attempt to reasonably provide Purchaser with notice of changes in terms and conditions. All terms and conditions will be effective as of the date such changes are made available publicly, and Purchaser’s use of the Product or Accessories after such date shall constitute acceptance of new and/or modified terms and conditions.

The Product and Accessories must not be used in connection with any third-party devices, including but not limited to computers, cameras, batteries, GPS devices, recorders or other devices which alter the format of information sent or received by the Product or Accessories, except to the extent that Iridium has tested those devices and certified that their use will have no adverse effect on the Iridium satellite network. All devices approved by Iridium will be advertised and labeled as Certified by Iridium. Only such “Iridium-Approved Devices” may be used with the Product and Accessories and with the Iridium system.

Modification, reverse-engineering, or any attempt to reverse-engineer the Product or Accessories, any component of any Product or Accessories or the manner in which the Product or Accessories connects to, sends information to, receives information from, or otherwise interacts with the Iridium system is strictly prohibited, will void the LIMITED WARRANTY under Section 1 of these Terms and Conditions, and may result in legal action by Iridium.

## 5. INDEMNITY

Purchaser agrees to defend, indemnify and hold Iridium and its Service Provider harmless with respect to any claims or actions by any governmental entities or other third parties related to any violation of law with use of the Product or Accessories, misuse of the Product or Accessories under these Terms and Conditions, or any other violation of these Terms and Conditions and further agrees to pay all costs, damages, fines and other amounts incurred by Iridium, or on Iridium’s behalf, in the defense of any such claims or actions. Airtime charges remain applicable for any and all misuse of the Product or Accessories. Failure to comply with these Terms and Conditions, including Limitations and Conditions of Use, will void the LIMITED WARRANTY and Iridium reserves the right to terminate Iridium’s service at any time.

## 6. SOFTWARE LICENSE

The following terms govern Purchaser’s access and use of the Iridium or Iridium-supplied software (“Software”) contained on the Product or Accessories.

License. Conditioned upon compliance with these Terms and Conditions, Iridium grants to Purchaser a nonexclusive and nontransferable license to use for Purchaser’s internal purposes the Software and the Documentation. “Documentation” means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by Iridium with the Software in any manner. Purchaser shall use the Software solely as embedded in (or, if downloaded, as provided via download), for execution on, and for communication via the Iridium network.

No other licenses are granted by implication, estoppel or otherwise.



**General Limitations.** This is a license, not a transfer of title, to the Software and Documentation, and Iridium retains ownership of all copies of the Software and Documentation. Purchaser acknowledges that the Software and Documentation contain trade secrets of Iridium or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Purchaser shall have no right, and Purchaser specifically agrees not to:

- i. transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Iridium relicensing/transfer policy then in force), or use the Software on unauthorized or secondhand Iridium equipment, and Purchaser acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- ii. make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- iii. reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- iv. use or permit the Software to be on a service bureau or time sharing basis or otherwise, without the express written authorization of Iridium; or disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Iridium. Purchaser shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Purchaser's written request, Iridium shall provide Purchaser with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Iridium's applicable fee, if any. Purchaser shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Iridium makes such information available.

**Software, Upgrades and Additional Copies.** For purposes of the Agreement, "Software" shall include (and the terms and conditions of the Agreement shall apply to) computer programs, including firmware, as provided to Purchaser by Iridium or an authorized Iridium reseller, and any upgrades, updates, bug fixes or modified versions thereto (collectively, "Upgrades") or backup copies of any of the foregoing.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS: (1) UNLESS AUTHORIZED BY IRIDIUM, PURCHASER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES. IRIDIUM MAY MAKE SOFTWARE AVAILABLE BASED ON ADDITIONAL TERMS; (2) USE OF UPGRADES IS LIMITED TO IRIDIUM PRODUCTS AND ACCESSORIES FOR WHICH PURCHASER IS THE ORIGINAL END USER, PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

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**Term and Termination.** These Terms and Conditions and the license granted herein shall remain effective until terminated. Purchaser may terminate these Terms and Conditions and the license at any time by destroying all copies of Software and any Documentation. Purchaser's rights under these Terms and Conditions will terminate immediately without notice from Iridium if Purchaser fails to comply with any provision of these Terms and Conditions. Upon termination, Purchaser shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Purchaser and



all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

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**U.S. Government End User Purchasers.** The Software and Documentation qualify as “commercial items,” as that term is defined at Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and, notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which these Terms and Conditions may be incorporated, Purchaser may provide to Government end user or, if the sale is direct, Government end user will acquire the Software and Documentation with only those rights set forth in these Terms and Conditions. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions herein.

DWAR0802 Ver. 1.0

## **Iridium Pilot Product and Accessories Warranty Claim Process**

### **1. Overview**

This Policy is designed to offer Iridium Pilot customers, **through their Iridium Service Provider (ISP)**, a simple and expeditious support solution for the Iridium Pilot Product and Accessories. Customers and Dealers are encouraged to contact their ISP for Product support.

To initiate a warranty claim, the ISP must first contact Iridium Tier II Customer Care. If it is determined that the equipment is faulty, a Return Material Authorization (RMA) will be issued by either Iridium’s Tier II Customer Care or Global Warranty Center. An RMA must be obtained prior to returning any equipment.

Iridium offers several solutions for warranty repairs: standard RMA, cross shipments and the Global Service Program (GSP). (See Section 4.)

### **2. Iridium Roles**

Iridium has primary responsibility for determining if its Product and Accessories is covered under warranty. Iridium’s roles and responsibilities are to:

- Maintain the Tier II Customer Care Center for troubleshooting of faulty Products and Accessories
- Maintain a Global Warranty Center for the issuance of RMAs
- Maintain an Authorized Repair Center for the failure analysis and refurbishment of returned Product and Accessories





### 3. Iridium Service Provider Roles

ISPs are the primary interface with the customer. ISPs are not to conduct any type of Product repair, other than unit replacement. The disassembly or opening of any Product or Accessories shall void the limited warranty.

ISP/Dealers roles and responsibilities include:

- Distribute and update the Product and Accessories with the latest firmware
- Verify that the Product and Accessories is installed correctly, per current version of the Iridium Pilot Installation Guide
- Contact Iridium Customer Care at +1-480-752-5100 option 2 or [datasupport@iridium.com](mailto:datasupport@iridium.com) for trouble shooting assistance
- Perform customer support and fault evaluation
- Determine if a Product or Accessories is defective, including the root cause as much as possible
- If Product or Accessories is not defective, educate the customer in its proper use/function
- Replace defective Level 1 Field Replaceable Units
- Obtain RMA from Global Warranty Center before returning Products or Accessories to Iridium Authorized Repair Center
- Package and send the defective Product or Accessories, with RMA and supporting documentation to the Iridium authorized location

### 4. Limited Warranty Categories

For warranty repairs, Product or Accessories must be returned with a copy of the Iridium issued RMA form. Iridium, at its option, shall at no charge to Purchaser either, repair, replace, or refund the purchase price of all Products or Accessories that do not conform to the *Iridium Pilot Products Terms and Conditions*.

If a Product or Accessories sold by Iridium is found to be faulty within the first one hundred twenty (120) days of first use, it is considered to be an out-of-the-box failure. As such, the ISP is responsible for obtaining an RMA from the Iridium Warranty Center. The ISP is responsible for all freight charges related to returning the unit for repair under warranty. Claim must be made within sixty (60) days of equipment failure. Out-of-the-box failures will be replaced with new Product(s) or Accessories.

Products or Accessories returned under warranty that are greater than one hundred twenty (120) days old from date of first use and within the warranty period, with proof of sale, may be replaced with factory refurbished Product(s) or Accessories. Replacement Product or Accessories will be warranted for the balance of the original warranty period, or six (6) months from shipment, whichever is greater. All Product(s) or Accessories must be returned to Iridium.

Iridium supports three standard RMA solutions: Standard RMA, Cross Ship RMA and RMA through the GSP.

The Standard RMA requires Iridium to receive the returned Product or Accessories before shipping replacement Product or Accessories. If defective Product or Accessories issued under RMA is not received at the Iridium Global Warranty Center, per RMA, within four (4) months from RMA issuance, the RMA will be cancelled. In the event the defective Product or Accessories still requires return, a new RMA request and issuance must take place.



The Cross Ship RMA allows replacement Product or Accessories to be shipped after RMA approval but before receipt of the returned Product or Accessories. Failed Product or Accessories issued under Cross Ship RMA must be returned to Iridium Global Warranty Center per RMA within ninety (90) days of cross shipped replacement equipment; failure to do so will result in an invoice being issued to ISP for the cost of the cross shipped replacement equipment.

The RMA through the GSP requires the Iridium designated field service provider to perform all the RMA processes.

## 5. Global Service Program

Iridium offers in-network warranty service for Iridium Pilot Products or Accessories via the Iridium Global Service Program (GSP). The GSP employs full-time technicians trained in Iridium Pilot and marine electronics. This service is available 24 hours a day and can be arranged by contacting Iridium Tier II Customer Care. Use of the GSP for warranty repair/replacement is at the discretion of Iridium with authorization from the ISP.

The GSP technician will conduct all troubleshooting, remove and/or replace and return activities on behalf of the ISP.

GSP partner roles and responsibilities include:

- Maintain a supply of replacement equipment
- Coordinate the dispatch of trained technicians for service calls
- Conduct on-board troubleshooting and remove/ replace activities
- Return faulty equipment to Iridium Authorized Repair Centers
- Assist in the determination of voided warranties

All GSP warranty service calls are dispatched by Iridium. To request GSP technician support, the ISP must contact Iridium Tier II Customer Care.

The ISP must provide the following information to Iridium's Tier II Customer Care when requesting GSP technician support:

- The Ship's name
- Ship's registration (Call sign or IMO)
- A contact at the ship's Management Company
- Fault description and troubleshooting performed
- Desired port and estimated arrival

GSP warranty support and services are provided at no cost, to the ISP or Iridium Pilot customer, in the ports identified as part of the Iridium Global Service Program. Warranty support in ports outside the GSP network is available upon request. The ISP will be charged for technician travel time and expenses. Additionally, the ISP will be charged for Products or Accessories services which Iridium deems to be out of warranty.

## 6. Accessories Under Warranty

Iridium Pilot accessories ("Accessories") (i.e. cables, captain and crew handsets, mounts) are warranted for one (1) year from sale, with proof of sale.

To replace faulty Accessories, the ISP should request an RMA as outlined in Section 1. Faulty Accessories is not required to be returned unless specifically requested by Iridium. A copy of the Iridium issued RMA form must be included with the material being returned. Material received by





Iridium without an RMA will not be replaced under warranty and will be returned at the sender's expense.

## 7. Documentation and Transportation

All Products or Accessories sold to end-users and returned to Iridium for repair or replacement must be accompanied by a copy of the RMA. The RMA number must be referenced on the outside of the box.

### Warranty Returns

Iridium makes best efforts to provide an exchange of warranty claim units within three (3) business days upon receipt of the defective equipment returned under a Warranty RMA.

Defective Products or Accessories covered under warranty shall be returned to Iridium by the ISP/Dealer with freight, insurance, and customs duties/taxes prepaid via DDP (Deliver Duties Paid) Incoterms 2000.

Any storage fees related to clearance delays caused by insufficient information provided by the shipper will be charged to the shipper.

Replacement equipment will be returned to ISP via DDU (Deliver Duties Unpaid) Incoterms 2000. Iridium will be responsible for replacement shipment freight, less Duties/Taxes. Any storage fees related to clearance delays caused by insufficient information provided by the recipient will be charged to the recipient.

Following the assignment of an RMA by the Iridium Global Warranty Center, the ISP may direct the customer or Dealer to ship the faulty equipment directly to the Iridium Authorized Repair Center, per return address stated on Iridium issued RMA form. All Products or Accessories shipped from the Iridium Global Warranty Center must be shipped to an ISP location. Return equipment can be delivered only to countries in which spectrum licenses for Iridium as well as equipment type approval or registration have been granted.

### Out of Warranty Returns

All out of warranty returns shall be shipped to Iridium by the ISP with freight, insurance, and customs duties/taxes prepaid via DDP (Deliver Duties Paid) Incoterms 2000. Repaired replacement equipment is returned by Iridium to ISP using ISP's elected small freight carrier with freight, insurance and customs duties/taxes paid via EXW (Exworks) Incoterms 2000. Following the assignment of an RMA from the Iridium Global Warranty Center, the ISP may direct their affiliate or customer to ship the damaged unit directly to the Iridium Authorized Repair Center, per return address stated on Iridium issued RMA form. All Products or Accessories shipped from the Global Warranty Center must be shipped directly to an ISP location. Equipment can only be delivered to countries in which spectrum licenses for Iridium as well as equipment type approval or registration have been granted.

## 8. Warranty Void

The ISP which facilitated the return of the Product(s) or Accessories will be provided with written or electronic notice no later than ninety (90) days after receipt of the returned Product(s) or Accessories that a charge will be applied to their equipment account for the replacement cost of the Product(s) or Accessories if the unit is subsequently found to have the warranty voided. Please note



that acceptance of the replacement Product(s) or Accessories is an indication of acceptance of this policy. Reference the *Iridium Pilot Products Terms and Conditions*, Section 2, Exclusions for conditions that would void the limited warranty.

## 9. Firmware Upgrades

Iridium may provide new firmware versions from time to time for the Product or Accessories. The ISPs are responsible for firmware upgrades. Firmware upgrades are not a warranty service. Iridium Service Providers are expected to distribute, or make available, new firmware releases to customers.

## 10. Administration

The *Iridium Pilot Product Warranty Policy* is administered by Iridium. Any warranty inquiries should be faxed or emailed to:

Iridium Satellite LLC

Attn: Iridium Warranty Administration

+1.480.752.1105 facsimile

[warranty@iridium.com](mailto:warranty@iridium.com)

This policy is subject to change by Iridium without notice.

### Only one communications company connects the entire globe

Iridium commands the world's furthest reaching network, making it the only truly global communications company with solutions that span from pole-to-pole. Iridium voice and data products provide superior communications solutions that allow global companies, government agencies and individuals to stay connected everywhere. With a unique, global ecosystem of partners, Iridium continues to create new, high-value capabilities that are leading the world into a new era of communication.

[www.iridium.com](http://www.iridium.com)

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