



Comtech Satellite Network Technologies, Inc.

## Warranty Policy

Comtech Satellite Network Technologies, Inc. ("Comtech") products are warranted against defects in material and workmanship for a specific period from the date of shipment, and this period varies by product. In most cases, the warranty period is two years. During the warranty period, Comtech will, at its option, repair or replace products that prove to be defective. Repairs are warranted for the remainder of the original warranty or a 90-day extended warranty, whichever is longer. Contact Comtech for the warranty period specific to the product purchased.

For equipment under warranty, the owner is responsible for freight to Comtech and all related customs, taxes, tariffs, insurance, etc. Comtech is responsible for the freight charges for return of the equipment from the factory to the owner. Comtech will return the equipment by the same method (i.e., Air, Express, Surface) as received.

All equipment returned for warranty repair must have a valid RMA number issued prior to return and be marked clearly on the return packaging. Comtech strongly recommends all equipment be returned in its original packaging.

Comtech's obligations under this warranty are limited to repair or replacement of failed parts, and return shipment to the buyer of the repaired or replaced parts.

### Limitations of Warranty

The warranty does not apply to any part of a product that has been installed, altered, repaired, or misused in any way that, in the opinion of Comtech, would affect the reliability or detracts from the performance of any part of the product, or is damaged as the result of use in a way or with equipment that had not been previously approved by Comtech.

The warranty does not apply to any product or parts thereof where the serial number or the serial number of any of its parts has been altered, defaced, or removed.

The warranty does not cover damage or loss incurred in transportation of the product.

The warranty does not cover replacement or repair necessitated by loss or damage from any cause beyond the control of Comtech, such as lightning or other natural and weather-related events or wartime environments.

The warranty does not cover any labor involved in the removal and or reinstallation of warranted equipment or parts on site, or any labor required to diagnose the necessity for repair or replacement.

The warranty excludes any responsibility by Comtech for incidental or consequential damages arising from the use of the equipment or products, or for any inability to use them either separate from or in combination with any other equipment or products.

A fixed charge established for each product will be imposed for all equipment returned for warranty repair where Comtech cannot identify the cause of the reported failure.

#### Exclusive Remedies

Comtech's warranty, as stated is in lieu of all other warranties, expressed, implied, or statutory, including those of merchantability and fitness for a particular purpose. The buyer shall pass on to any purchaser, lessee, or other user of Comtech's products, the aforementioned warranty, and shall indemnify and hold harmless Comtech from any claims or liability of such purchaser, lessee, or user based upon allegations that the buyer, its agents, or employees have made additional warranties or representations as to product preference or use.

The remedies provided herein are the buyer's sole and exclusive remedies. Comtech shall not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory.