

Warranty Procedure

This is Orion Satellite Systems (Orion), a trading name of IPSTAR Australia Pty Ltd, (IPSTAR) warranty claim procedure, which forms part of the Orion Satellite Systems Standard Form of Agreement. Definitions for the terms used in this procedure are contained in the Orion Satellite Systems Standard Form of Agreement (SFOA) that is available at www.reachnet.com.au/sfoa and www.orionsat.com.au/sfoa

General Conditions

- a. If the Equipment We supply to you fails to operate within the Maintenance Period for any reason, We may at Our sole discretion repair, refurbish or replace all or part of the Equipment (subject to availability of suitable parts, components, materials and labour). Replacement parts may be new or refurbished. If We give You a replacement part, You must return the replaced part to Us.
- b. Unless otherwise noted, the period of applicability of each Maintenance Period is one (1) year after the original Service Commencement Date or when the equipment was delivered to you, whichever is the earlier.
- c. You are responsible for any expense related with a warranty claim including the cost of delivering the goods to Our nominated service centre.
- d. We are only responsible for servicing and maintaining the Equipment if:
 - i. You notify Us of the defect during the Maintenance Period;
 - ii. You follow Our published procedures for requesting maintenance services;
 - iii. You have been supplied with either the relevant Equipment by Us (including the new or refurbished Equipment) or new Equipment by an authorised dealer;
 - iv. You have used and maintained the Equipment in accordance with both Our and the relevant manufacturer's instructions and have not modified it in any way; and
 - v. The Equipment has only been used for the Service.
- e. We are not responsible for servicing and maintaining the Equipment if the Equipment is defective or fails to operate as a result of:
 - i. Any abuse, misuse, neglect, mishandling or misapplication of the Equipment;
 - ii. Any damage caused by You or a third party;
 - iii. Any improper maintenance or service; or any unusual hazards affecting the Equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);
 - iv. Electrical supply problems or failure to provide a suitable environment for the Equipment; or
 - v. Any natural disaster (including, but not limited to, floods, lightning and fire), acts of
 - vi. terrorism, or any other cause beyond Our reasonable control.

2. Claim Procedure

- a. Warranty Claims can only be notified through Our helpdesk.
- b. If we cannot resolve the issue remotely, We may request that you return the Equipment to a service location nominated by us.
- c. If You return the Equipment to Us, an RMA number will be issued. **This RMA number** must be clearly noted on the address label. Failure to include the RMA number can result in the consignment being rejected at delivery.
- d. You are responsible for the cost of shipping the equipment to Us and for any loss or damage that may occur during the shipping process.
- e. If We determine that the Equipment is defective for reasons other than those listed in General Condition 1e, we will repair, refurbish or replace all or part of the Equipment. If we repair, refurbish or replace all or part of the defective Equipment.
- f. If we determine the defect relates to an item in General Condition 1e, We will advise you of the cost to repair, refurbish or replace the Equipment and the cost of shipping a replacement to You.
- g. If You are dissatisfied with Our management of a warranty claim, You must follow the process outlined in Our complaint handling procedures.