



Revised: 14 June 2010

## Equipment Repair Service

### Terms and Conditions

1. The following terms and conditions and/or Customer's written acceptance of a Stratos quotation ("Terms"), govern the provision by Stratos of repair services, including labor and replacement parts ("Repair Services") to Customer. If Customer issues a purchase order to Stratos for the Repair Services, such purchase order will be treated as an administrative document only, and will not add to, delete from or modify in any way these Terms.
2. No Repair Services shall be provided for, or on Equipment being returned from, any country where doing so is a violation of applicable U.S. law, and no Repair Services shall be provided for, or on Equipment transferred to/from, any person or entity identified on the U.S. Specially Designated Nationals (SDN) List. Without limiting the foregoing, in no instance shall Repair Services be provided for, or on Equipment being returned from, the following countries without the express written consent of Stratos, which will only be provided upon a showing that the proposed Repair Service or importation is licensed or otherwise authorized by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea.
3. The Terms will be governed and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract, without regard to the conflict of laws principles. Stratos and Customer submit to the exclusive jurisdiction of the courts of Ontario. Stratos and Customer hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the International Sale of Goods Act (Ontario), as amended, replaced, or re-enacted from time to time. Stratos and Customer have required that these Terms and all documents relating thereto be drafted in the English language. *Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*
4. All Equipment returned to Stratos must have a Stratos-issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the Stratos facility as designated by Stratos. An RMA number may be obtained by calling Stratos' Customer Care at 1-800-563-2255 within North America (Toll Free) or by email at customersupport@stratosglobal.com. Equipment returned without an RMA number will be returned to Customer at Customer's expense.
5. Customer is solely responsible for all shipping costs (including without limitation customs duties, taxes and insurances) relating to the equipment to be repaired, and will ship the equipment to Stratos' designated premises. At all times, Customer will bear the risk of loss in equipment while such equipment is in transit. In no event will Stratos be liable for any shipping delays. Stratos' preferred freight forwarder is FedEx®. If the repair is covered under warranty, Stratos will bear the cost of return shipment to the Customer otherwise, return shipment will be to Customer's account. Stratos will charge Customer a bench-testing fee of US \$100.00 to cover diagnosis/replication of the fault. Upon diagnosis of the fault, Stratos will issue a quotation to Customer for repair of the fault. Customer must either accept (by signing and returning the quotation) or reject the quotation within fifteen (15) days of receipt. If Customer rejects or fails to accept the quotation within the aforementioned fifteen (15) day period, Stratos will return the equipment to Customer and charge Customer the US \$100.00 bench test fee plus shipping charges.
6. Stratos warrants that for a period of ninety (90) days following shipment of the repaired equipment, that the Repair Services will be free from defects in workmanship. This warranty is limited to the repair actually performed and Customer's sole remedy for breach by Stratos of the foregoing warranty shall be for Stratos to re-perform



BEYOND THE HORIZON®

the Repair Services.

7. Invoices for Repair Services are due and payable within thirty (30) days of the date of such invoice. Amounts not paid within thirty (30) days of invoice date will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law. Furthermore, Customer will pay for any and all collection or litigation expenses, including legal fees, incurred by Stratos in collecting any late payments or late payment fees. Stratos also reserves the right to retain equipment until receipt of full payment for the Repair Services.
8. In the event that any tax, duty, impost, levy or the like charge becomes payable in any territory, either by deduction or otherwise, on or in respect of any amount to be paid by Company to Stratos, or which Company may be required to withhold in respect of any amount due to Stratos, such tax, duty, impost levy or like charge shall be for the account of Company and Company shall pay to Stratos such an amount as to yield to Stratos a net equal to the amount that but for such tax, levy, impost or charge would have been received by Stratos. Stratos will provide reasonable assistance to Company to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident or a jurisdiction or of its entitlement to benefits under a treaty.
9. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT OF THE REPAIR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. FURTHERMORE, IN NO EVENT WILL STRATOS BE LIABLE FOR ANY CLAIM RELATING TO REPAIR SERVICES IN AN AMOUNT GREATER THAN THE PRICE PAID BY THE CUSTOMER FOR SUCH REPAIR SERVICES.**
10. These Terms are effective as of 4th April, 2005 and will remain in effect unless modified, revoked or terminated by Stratos.

