



Effective: July 27, 2009

Limited Warranty

Aircell warrants that products manufactured by Aircell ("Products") will be free from defects in material and workmanship under normal use and service for the following periods: two (2) years for all transceivers, two (2) years for all other components. The warranty period will run from the date of service activation in the case of any air-ground or satellite phone, and from the purchase invoice date in the case of any additional component purchased for use with an existing air-ground or satellite phone. This warranty is fully transferable to any owner of the Products ("User") during the warranty period.

This warranty does not cover damage that results from any condition other than normal use, including without limitation accident, shipping damage, improper installation, testing, or maintenance, power surges, lightning, fire, flood, earthquake, or any other natural or weather-related causes. THIS WARRANTY WILL BE VOID if the Product has been subjected to misuse, if the Product has been tampered with or modified without Aircell's prior written consent, or if Aircell's factory serial number has been altered or removed. Also excluded from warranty coverage are consumable items such as batteries, as used in Aircell cordless handsets and potentially other products.

Aircell's liability under this warranty is limited to repair or replacement of defective parts or replacement of the defective Product, and AIRCELL'S LIABILITY WILL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) AS TO WHICH A CLAIM IS MADE. THIS LIMITED WARRANTY IS EXCLUSIVE. ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. ANY IMPLIED WARRANTIES THAT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW, ARE HEREBY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT WILL AIRCELL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR DATA), EVEN IF AIRCELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This warranty gives the User specific legal rights. The User may also have other rights, which vary by jurisdiction. Some jurisdictions do not allow limitations on implied warranties or consequential damages, so some of the above limitations may not apply to a particular User.

Users must contact Aircell or their Authorized Aircell Dealer or Agent ("Dealer") for Product service, whether or not under warranty. Products returned for service will be accepted only if the Dealer/Customer has previously contacted Aircell and received a Return Material Authorization (RMA) number and the RMA number is noted on the shipping documents. Any claim for warranty service must be submitted promptly in writing and must include an explanation of the circumstances leading to the claim. Upon receipt and verification of the claim, Aircell will repair the defect or replace the affected unit at its option. If a defect is determined by Aircell to have been caused by the User or any third party (including the Dealer), or by other equipment or software used with the Product, the User will be responsible for all repair or replacement costs. Repair or replacement will be performed at Aircell's designated U.S. repair facility. The User will pay for removal, reinstallation and transportation of all items returned to Aircell under this warranty, except as covered under Aircell's Limited Warranty Dealer Reimbursement Program. Aircell will pay for return transportation to the Dealer (by standard shipping methods, at a ship-to point approved by Aircell), exclusive of insurance, but the risk of loss will remain with the User. Any repaired or replacement Products are warranted for the remaining warranty period of the original Products. Repaired or replacement Products may contain used or reconditioned parts.

All parts and labor required to service Products returned to Aircell out of warranty (beyond the term of this Standard Limited Warranty) will be charged at Aircell's then current rates. Aircell will reject any Products submitted for repair if Aircell, in good faith, determines that the cost to repair will exceed the cost of new Products. The User will pay for removal, reinstallation and round trip transportation of all items returned to Aircell for out of warranty service. Such repairs are warranted for 90 days from the date of return shipment to the User.

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