

## ***Limited Warranty for Used and Refurbished Iridium Satellite Phones***

### 1. Coverage and Duration

Satellite Phones Direct LLC (SPD) warrants that its used and refurbished 9500, 9505 and 9505A products and accessories (the "Product") shall be free from defects in materials and workmanship for a period of 90 days from the date such Product is delivered to the Purchaser. SPD, at its option, shall at no charge to Purchaser, either repair or replace the Product, or refund the Purchase price of a Product that does not conform to this warranty, provided the Product is returned in accordance with the instructions set out below and within the warranty period. These remedies are Purchaser's exclusive remedies under this warranty. Repair may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. A Product that has been repaired or replaced is warranted for the balance of the original warranty period. A Product for which a replacement has been provided shall become SPD's property. This warranty is made by SPD to the Purchaser of the Products only, and it is not assignable or transferable by the Purchaser. This is SPD's sole and complete warranty for the Products.

### 2. Conditions Not Covered By This Warranty

- a. Defects or damage resulting from: use of the Product in any manner not normal or customary; misuse, accident or neglect including but not limited to dropping the Product onto hard surfaces, immersion in or exposure to water, rain or extreme humidity, immersion in or exposure to sand, dirt or other particulates, exposure to extreme heat, spills of food or liquid; improper testing, operation, maintenance, installation, adjustment; or any alteration or modification of any kind.
- b. Batteries manufactured by Iridium and sold with Products whose capacity exceeds 80% of rated capacity are not covered. Batteries whose capacity falls below 80% of rated capacity, or that develop leakage, shall be considered nonconforming. This warranty is voided for batteries if: i) such batteries are charged by other than the Iridium-approved battery charger specified for charging such batteries; ii) any seals on such batteries are broken or show evidence of tampering; or iii) such batteries are used in equipment other than the Product for which they are specified; or iv) such batteries are charged and stored at temperatures greater than 60 degrees centigrade.
- c. Breakage or damage to antennas, or scratches or other damage to plastic surfaces or other externally exposed parts caused by Purchaser's use.
- d. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- e. Products on which serial numbers or date tags have been removed, altered or obliterated.
- f. Coil cords that are stretched or on which the modular tab is broken or leather cases.
- g. Normal wear and tear.

### 3. Obtaining Warranty Service

For warranty questions, repairs, or for the return of Product, please contact SPD.

All Products shipped to SPD must be shipped with freight and insurance prepaid. Purchaser must include with the Product the Purchaser's name, address, and telephone number and a written description of the problem. Product that is repaired or replaced under this warranty shall be returned to Purchaser at SPD's expense for the freight and insurance, and at Purchaser's expense for any applicable duties or other charges.

### 4. General Provisions

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THIS WARRANTY COVERS THE PRODUCTS ONLY, AND NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY, OR GRADE OF SERVICE PROVIDED BY SPD OR IRIDIUM SEPARATELY FOR IRIDIUM SATELLITE SERVICES. IN NO EVENT SHALL SPD BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT IN QUESTION, 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 THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

October 27, 2008