



## Limited Warranty For Satellite Subscriber Radiotelephone Products and Accessories

### 1. Coverage and Duration

Applied Satellite Engineering, Inc. (ASE) warrants that its new satellite subscriber radiotelephone products and accessories (the "Product") shall be free from defects in materials and workmanship for a period of twelve (12) months from the date such Product is delivered to the first end-user purchaser or first lessee (the "Purchaser"), or the date such Products are first placed into satellite subscriber service, whichever occurs earliest.

ASE, 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 ASE's property.

This warranty is made by ASE to the Purchaser of the Products only, and it is not assignable or transferable by the Purchaser. This is ASE's sole and complete warranty for the Products. ASE assumes no obligation or liability for additions or modifications to this warranty unless made in writing and signed by an officer of ASE. ASE does not warrant any installation, maintenance, or service of the Products not performed by ASE.

**This Product is covered by a U.S.A. warranty.** If the Product has been sold outside of the U.S.A., ASE will honor the U.S.A. warranty terms and conditions only. Outside of the U.S.A., any different warranty terms, liabilities and/or legal requirements of the country in which the Product is sold are specifically disclaimed by ASE.

### 2. Conditions Not Covered By This Warranty

- a. Products that are integrated, installed, maintained, or serviced in any manner other than in accordance with the ASE user documentation furnished with or applicable to the Product.
- b. Product damage caused by the use of ancillary equipment not furnished by ASE, including accessories and peripherals.
- c. Problems where the Product is used in a combination with ancillary equipment not furnished by ASE, and it is determined by ASE there is no fault with the Product.
- d. Ancillary equipment not furnished by ASE which is attached to or used in connection with the Products is not the responsibility of ASE, and all such equipment is expressly excluded from this warranty. Furthermore, ASE does not warrant the integrated operation of the combination of the Products with any ancillary equipment not furnished by ASE.
- e. 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.



- f. Batteries manufactured by ASE 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 non-conforming. This warranty is voided for batteries if: a) such batteries are charged by other than the ASE-approved battery charger specified for charging such batteries; b) any seals on such batteries are broken or show evidence of tampering; or c) such batteries are used in equipment other than the Product for which they are specified; or d) such batteries are charged and stored at temperatures greater than 60 degrees centigrade.
- g. Breakage or damage to antennas, or scratches or other damage to plastic surfaces or other externally exposed parts caused by Purchaser's use.
- h. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- i. Products on which serial numbers or date tags have been removed, altered or obliterated.
- j. Coil cords that are stretched or on which the modular tab is broken; leather cases, which are covered under separate manufacturers' warranties;
- k. Products rented on a month-to-month basis.
- l. Normal wear and tear.

### 3. **Obtaining Warranty Service**

For warranty questions, repairs, or for the return of Product, please **call your Service Provider or Point-of-Sale, not ASE**. Equipment needing service should be returned to your **Service Provider or Point-of-Sale, not ASE**.

**SERVICE WORK PERFORMED BY SERVICE CENTERS NOT AUTHORIZED BY ASE TO PERFORM SUCH WORK WILL VOID THIS WARRANTY.**

All Products shipped to ASE's authorized Warranty Service Center must be shipped with freight and insurance prepaid. Purchaser must include with the Product a bill of sale, a lease, or some other comparable proof of purchase, the name and location of the installation facility, if any, and most importantly, 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 ASE's expense for the freight and insurance, and at Purchaser's expense for any applicable duties or other charges. If additional information is needed, please contact ASE at the address and phone number listed in Paragraph 6 below.

### 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 ASE SEPARATELY FOR ASE SATELLITE SERVICES. IN NO EVENT SHALL ASE 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.

### 5. **State Law and Other Jurisdiction Rights; Software Copyrights**

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON



HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

This warranty gives Purchaser specific legal rights, and Purchaser may also have other rights which vary from jurisdiction to jurisdiction.

Laws in the United States and other countries preserve for ASE certain exclusive rights for copyrighted Product software such as the exclusive rights to reproduce in copies and distribute copies of such Product software. Product software may be copied into, used in and redistributed with only the Product associated with such Product software. No other use, including without limitation disassembly, of such Product software or exercise of exclusive rights in such Product software is permitted.

**6. Contact**

For additional information about this Product warranty, please contact your Service Provider or Point of Sale. For additional information about ASE products and services, please contact ASE as follows:

Telephone: (480) 443-1424  
Fax: (480) 452-0971  
Email: [info@ase-corp.com](mailto:info@ase-corp.com)  
Mail: Applied Satellite Engineering, Inc.  
15875 N. Greenway-Hayden Loop  
Suite 113  
Scottsdale, AZ 85260 USA