



Atlantic Satellite Corporations Warranty Policy ASC2006-05-20

Atlantic Satellite Corporation (ASC) (Seller) warrants the items manufactured and sold by ASC to be free of defects in material and workmanship for a period of Three (3) years from date of shipment. ASC's obligation under its warranty is limited in accordance with the periods of time and all other conditions stated in all provisions of this warranty.

This warranty applies only to defects in material and workmanship in products manufactured by ASC. ASC makes no warranty whatsoever concerning products or accessories not of its manufacture. Repair, or at ASC's option, replacement of the ASC products or defective parts therein shall be the sole and exclusive remedy for all valid warranty claims.

Warranty Period

The applicable warranty period shall commence on the date of shipment from ASC's facility to the original purchaser and extend for the stated period following the date of shipment. Upon beginning of the applicable ASC warranty period, all customers' remedies shall be governed by the terms stated or referenced in this warranty. In-warranty repaired or replacement products or parts are warranted only for the remaining portion of the original warranty period applicable to the repaired or replaced products or parts. Repair or replacement of products or parts under warranty does not extend the original warranty period.

Warranty Coverage Limitations

The following are expressly **not covered** under warranty:

1. Any loss, damage and/or malfunction relating in any way to shipping, storage, accident, abuse, alteration, misuse, neglect, failure to use products under normal operating conditions, failure to use products according to any operating instructions provided by ASC, lack of routine care and maintenance as indicated in any operating maintenance instructions, or failure to use or take any proper precautions under the circumstances.
2. Products, items, parts, accessories, subassemblies, or components which are expendable in normal use or are of limited life, such as but not limited to, bulbs, fuses, lamps, glassware, etc. ASC reserves the right to revise the foregoing list of what is covered under this warranty.

Warranty Replacement and Adjustment

ASC will not make warranty adjustments for failures of products or parts, which occur after the specified maximum adjustment period. Unless otherwise agreed, failure shall be deemed to have occurred no more than seven (7) working days before the first date on which ASC receives a notice of failure. Under no circumstances shall any warranty exceed the period stated above unless expressly agreed to in writing by ASC.

Liability Limitations

This warranty is expressly in lieu of and excludes all other express and implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or applications, and all other obligations or liabilities on the part of ASC, unless such other warranties, obligations, or liabilities are expressly agreed to in writing by ASC. All obligations of ASC under this warranty shall cease in the event its products or parts thereof have been subjected to accident, abuse, alteration, misuse or neglect, or which have not been operated and maintained in accordance with proper operating instructions. In no event shall ASC be liable for incidental, consequential, special or resulting loss or damage of any kind howsoever caused. ASC's liability for damages shall not exceed the payment, if any, received by ASC for the unit or product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

Statements made by any person, including representatives of ASC, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon ASC unless reduced to writing and approved by an officer of ASC.

Atlantic Satellite Corporation
259 Expressway Court
Virginia Beach, VA 23462

Warranty Repair Return Procedure

Before a warranty repair can be accomplished, a Repair Authorization must be received. It is at this time that ASC will authorize the product or part to be returned to the ASC facility or if field repair will be accomplished. The Repair Authorization may be requested in writing, email or by calling:

Atlantic Satellite Corp.**259 Expressway Court****Virginia Beach, Virginia 23462 USA****T: 1-757-318-3500**

rma@atlanticsat.com

Any product returned to ASC for examination must be sent prepaid via the means of transportation indicated as acceptable to ASC. Return Authorization Number must be clearly marked on the shipping label. Returned products or parts should be carefully packaged in the original container, if possible, and unless otherwise indicated, shipped to the above address.

Non-Warranty Repair

When a product is returned for any reason, Customer and its shipping agency shall be responsible for all damage resulting from improper packing and handling, and for loss in transit, notwithstanding any defect or nonconformity in the product. By returning a product, the owner grants ASC permission to open and disassemble the product as required for evaluation. In all cases, ASC has sole responsibility for determining the cause and nature of failure, and ASC's determination with regard thereto shall be final.

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