

LIMITED FACTORY WARRANTY on JRC EQUIPMENT

MARLINK, AS. (hereinafter called Marlink)

Lysaker Torg 45
1366 Lysaker
NORWAY

1. DEFINITIONS

“**Equipment**”; means the JRC Equipment as specified on the Marlink Equipment Order Form

“**Equipment Order Form**”; means the Marlink Equipment Order Form

“**Customer**”; means the company represented by signature on the Marlink Equipment Order Form

“**Marlink**”; means Marlink AS, Gullhaugveien 7, 0484 Oslo, Norway

“**Order Confirmation Form**”; means the acknowledgement by Marlink, stating the Equipment sale, including pricing and estimated delivery time.

“**Party / Parties**”; means Customer and/or Marlink

“**JRC**”; means Japan Radio Co., Limited, a company incorporated under Japanese law, Cessnalaan 40-42, 1119 NL Schiphol-Rijk, the Netherlands

“**Inmarsat Fleet Products**” means the products as specified in Article 3.2 of the Limited Factory Warranty on JRC Equipment.

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Reference is made to the warranty conditions by the manufacturer of the Equipment as amended from time to time. The Customer must follow the warranty procedures of the manufacturer's Equipment as defined here below;

1. Warranty :

JRC warrants that JRC branded Inmarsat Fleet Products delivered are conform to Inmarsat technical standards and will be free from defects in materials and manufacture for the warranty period as set out in clause 2 below.

In order for the warranty to be valid, installation and commissioning shall be done by a certified JRC Service Agent.

2. Warranty Period:

The warranty period on parts shall be twenty-four (24) months from date of Marlink invoice to Customer.

The warranty period on labor charges shall be for twelve (12) months from date of Marlink invoice to Customer, taking into account the limitation on service labor under warranty as per clause 3.3.

If necessary, JRC will send replacement parts CIF (INCOTERMS 2000) to nearest JRC Service Agent available in the JRC Service Ports (set out in paragraph 3.4) for twenty-four (24) months from date of Marlink invoice to Customer.

3. Scope of Warranty

3.1 Normal Use

This warranty shall only apply where JRC Inmarsat Fleet Products are subject to normal use and shall not apply to defects attributable to the failure to preserve, store, install, operate or maintain the JRC Inmarsat Fleet Products, or to any accidental damage.

3.2 Cover

This warranty shall be limited on the following items;

Inmarsat Fleet Products shall mean one of the following products;

Inmarsat Fleet F77	JUE-410F	Parts and Service
Inmarsat Fleet F33	JUE-33	Parts and Service
Inmarsat Fleet Broadband (FB500)	JEUxxx	Parts and Service
Inmarsat Fleet Broadband (FB250)	JUE xxx	Parts and Service

3.3 Labor costs

Labor time per service onboard a vessel shall be limited to a maximum of four (4) hours standard-time labor rate costs. Any further hours, overtime or premium service rates and costs are not covered by the terms of this warranty.

3.4. Travel costs

Reimbursement of travel costs of service are subject to a maximum radius of 50 kilometers of land surface transport per service request. (ie 50 km each way maximum total mileage 100 km) from the nearest JRC Service Port (as defined below) or one hour of standard-time service labor rate for travel time each way (maximum total two hours standard-time labor rate) whichever is greater. All other traveling rates of costs are not covered by this warranty.

JRC Service Ports :

Belgium ; Antwerpen / Zeebrugge

Norway : Oslo

Netherlands ; Amsterdam, Rotterdam

France : Le Havre, Marseille

Spain: Algeciras / Bilbao

U.S.A. : New York, Long Beach, San Francisco, Houston

Korea; Pusan

Singapore

Japan, all major ports

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UK: London, Southampton, Bristol, Liverpool, Greenock, Aberdeen, Newcastle, Hull. Greece: Piraeus

3.5 Consumables

Warranty is limited on following parts to the specified hours;

• LCD & its backlight	4000 Hours
• Any memory backup battery(ies)	2000 Hours
• Cooling fans	7000 Hours
• Fuses	0000 Hours

3.6 Natural Disaster / Abnormal Use

This warranty shall not be applicable to any defect or damage whatsoever caused by any natural disaster or abnormal use defined as follows:

- Lightning (direct or indirect)
- Exceptional Sea Wave Strike
- Cold or Hot temperature conditions in excess of IMO/IEC specifications
- Vibration conditions in excess of IMO/IEC specifications
- Mis-operation by anyone
- Limitations due to external phenomena beyond the laws of physics

3.7 Inadequate installation

This warranty shall not be applicable as follows if the defect are wholly or partially the result of :

- Antenna Interference and any blind sectors due to physical limitations; or
- Insufficient grounding and / or earthing; or
- Insufficient support in fixing units such as such as antenna, display and main unit; or
- Voltage, voltage frequency and transients in excess of IEC specifications; or
- Interference caused by other manufacturers equipment; or
- Interference anomalies caused by other manufacturers equipment; or
- JRC not receiving satisfactory installation/commissioning report from approved JRC Service Agent; or**
- Any other cause resulting from failure to follow JRC technical advise; or
- Interference due to Emissions and/or immunity in excess of IEC60945: 1997 specifications.
- Incorrect filling, installation or commissioning

3.8 Other limitations of warranty

This warranty shall not be applicable as follows:

- Damage due to transit, delivery or handling during unpacking of equipment
- Marlink does not receive full payment for the Inmarsat Fleet products in accordance with the payment terms
- Equipment sold to end-user via non JRC Agent or Distributor (Marlink is an approved JRC Distributor)
- Equipment sold to Competitor manufacturer
- OEM Equipment manufactured by JRC
- Requirements in excess of equipment specifications and physical limitations
- Waiting time for vessel to arrive in port or at request of ship personnel.
- JRC shall receive the right to determine if an alleged defect is warrantable in all cases
- Any warranty is not transferable to second and / or subsequent end-users
- Removal or mutilation of model / serial number plate(s)

Article 4 Customer's obligations

4.1 Obligation to report installation

Upon commissioning, Customer shall immediately submit to Marlink a typed installation/commissioning report of the Fleet Inmarsat Products to validate Warranty. This installation report, signed by a certified JRC Service Agent, shall be sent within 20 days from the installation date at the latest. Marlink will forward this to JRC.

4.2. Notification of Claim

In the event that any Inmarsat Fleet Product is found to be defective in material or manufacture within the warranty period, JRC's obligations under this warranty shall be conditional on the Customer submitting to Marlink a typed claim of such defect together with detailed information concerning the nature of the defect within 5 days after discovery of the defect.

4.3. Replacement Parts

All defective products or parts claimed under this warranty and replaced by JRC, where JRC has not evaluated the defective products or parts prior to providing a replacement and reimbursing the service cost, shall be transported with freight

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prepaid to JRC Amsterdam within thirty (30) days after the date of replacement or repair work. In the event that the products or spare parts are not returned within this period, the cost of any replaced products or parts shall be invoiced to the Customer requesting such replacement product or spare parts by Marlink at the applicable standard price, and such invoice shall be paid within thirty (30) days of receipt.

4.4 Outside Scope of Warranty

If, after receipt of allegedly defective products or parts replaced by JRC under this warranty, JRC determines the alleged defect is not covered by this warranty, the total cost of the warranty claim, including where necessary, labor and spare parts, shall be borne by the Customer who has made the erroneous warranty claim.

Article 5. Marlink's obligations

Marlink shall use, as a certified JRC service Agent for Fleet products, its best endeavors to repair the reported defect. Upon JRC's written approval of all costs for which reimbursement will be sought, JRC shall reimburse the costs of rectifying the defect.

In case Marlink is not able to rectify the defective terminal, Marlink will present the claim to JRC. As per clause 1, if JRC confirms the claim falls under warranty, JRC shall promptly deliver a replacement inmarsat Fleet Product or part to the nearest JRC Service Port (see clause 4.3), and shall bear all costs for such replacement, including costs for packaging and delivery of a replacement Inmarsat Fleet Product or part (and return to JRC of the defective Inmarsat Fleet Product or part if applicable). Upon receipt of Marlink's written instructions, the Customer shall send the defective terminal or parts to JRC.

In lieu of delivering a replacement Inmarsat Fleet product or part, JRC may at its discretion elect to repair the defective Inmarsat Fleet Product or part or to refund the purchase amount paid for the defective Fleet Product.

Article 6. Customer's Entire Remedy

Customer's exclusive remedy for non-conforming or defective products, shall as set forth in this Limited Warranty, be limited to – at JRC's discretion- :

- (1) repair or replacement of any defective part of the product or accessories which are covered by this warranty, or;
- (2) reimburse the service costs as outlined in 3.3 and 3.4, or;
- (3) reimbursement of Customer's purchase price. All other remedies, liabilities or implied warranties shall be explicitly excluded.

Article 7. Ranking of Documents

In the event that a provision of this Limited Factory Warranty conflicts with a condition with the Marlink General Sales Provisions for hardware, or the Equipment Order Form, the order of precedence shall be that:

- The Limited Factory warranty prevails over a conflicting provision in the Marlink General Sales Provisions for Hardware.