

Warranty & Return Policy

Hughes Network Systems, LLC will deliver good title to all Products that are to become the property of Customer free from any and all liens, claims, or encumbrances.

- A. Subject to the terms and conditions hereof, HNS warrants that any HNS-designed or HNS-manufactured product provided shall be free of defects in material and workmanship and shall conform with and perform in accordance with the specifications/requirements described herein. The term of this limited warranty shall extend for a period of one year from the date of delivery of the applicable item; provided, however, that if HNS is responsible for providing maintenance services, the term of such warranty shall extend for the longer of (i) one year from the date of delivery of the applicable items, or (ii) the period that the Contractor provides such maintenance services (such period to be hereafter referred to as the "Warranty Period"). HNS shall, at its option and expense in accordance with Paragraph C below, promptly repair or replace, or cause to be repaired or replaced any product that proves to have a defect during such Warranty Period. This warranty excludes any monitors or HDTVs, for those Products the manufacturer's warranty will be passed on to Customer.
- B. The limited warranties set forth in this Article, except for the warranty of title, are contingent upon Customer notifying HNS of an alleged defect during the Warranty Period defined herein. Repair, replacement, amendment, or alteration will be performed in accordance with HNS' standard practices with respect to such Product. Customer shall be responsible for the return of equipment to HNS' designated repair location, freight prepaid and packed to assure safe arrival. HNS shall return repaired, replaced, amended or altered equipment; freight prepaid and packed to assure safe arrival, to Customer's designated location in the contiguous United States.
- C. The limited warranties set forth in this Article will not apply with respect to (i) Products that have been subject to unauthorized alteration, modification, or repair, (ii) defects or failures resulting from improper handling, storage, operation, interconnection, or installation; (iii) failure to continually provide a suitable installation and operational environment; or (iv) any other cause beyond the range of normal usage for the equipment (except, in all of the foregoing cases, when caused by HNS).
- D. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, THE PRODUCTS AND SERVICES ARE PROVIDED AND LICENSED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW OR OTHERWISE, REGARDING THEM, OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH. HNS DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING

PERFORMANCE OF THE PRODUCTS OR SERVICES, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY HNS.

- E. NO AGREEMENTS VARYING OR EXTENDING THIS WARRANTY OR THE FOREGOING LIMITATIONS WILL BE BINDING ON HNS UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF HNS.