

SATTRANS Terms and Conditions of Sales and Credit

1. Sales. Sattrans USA, LLC (hereinafter "Seller") agrees to sell to a person or legal entity (hereinafter "Buyer") such products and services as Seller may determine to sell, deal in, and provide in the ordinary course of business subject to the terms set forth in this Agreement (hereinafter "Products"). Seller may refuse to sell Products to Buyer at any time without cause or prior notice.

2. Pricing. Seller reserves the right to change published pricing at any time and without notice. Seller shall not be responsible for errors and typos in price quotations or published prices in its collateral, communications or website(s).

3. Credit Limits. Credit limits shall be determined and modified at the sole discretion of the Seller. In the event that Buyer is delinquent in payment or has exceeded the credit limit established by Seller, Seller may refuse to sell Products to Buyer, suspend any shipment or delivery or refuse to manufacture any Products or provide any services until the indebtedness of Buyer to Seller has been reduced, or all past due amounts, including finance charges, have been paid in full, as Seller determines necessary.

4. Taxes. Buyer is responsible for all sales, use and similar taxes unless Seller agrees in writing to pay the same.

5. Payment Terms. Buyer shall pay Seller's invoices by the due date indicated in the Seller's invoice (in the Terms field), unless otherwise is agreed between Buyer and Seller in writing. Buyer further agrees that the purchase price may be increased for any purchase for which payment in full has not been timely made, such increase to be interest on the unpaid balance due of each such invoice equal to the lesser of the maximum rate of interest permitted by law or two percent (2%) per month. Buyer agrees to pay, in addition, all costs of collection, including attorney fees, court costs, and other expenses incurred by Seller to enforce the terms of the Agreement. Seller does not hereby agree to payment after the due date and may demand payment in full any time.

6. Buyers Agents. Buyer agrees to have only individuals who are authorized agents of Buyer execute documents on Buyer's behalf for purchases or deliveries. Buyer agrees that any person in Buyer's employ may accept or acknowledge delivery of products or services to Buyer.

7. Buyer's Inspection. Buyer or its designated representative shall inspect all Products within five (5) business days after delivery of Products (hereinafter "Inspection Period") and Buyer shall notify Seller of any defects, shortages, over shipments, or nonconformance in any of the Products within the Inspection Period. Any Products not rejected by Buyer within the Inspection Period shall be deemed to have been accepted by Buyer.

8. Shipping Terms. Shipping terms for shipments, both domestic and international, are FOB Seller's Point of Shipment, as determined by Seller in price quotations and invoices. Seller will prepay freight charges and add to Buyer's invoice, unless Buyer opts for using its own freight services as indicated in the purchase order and/or communications with Seller.

Unless agreed otherwise in writing, for international shipments, Buyer shall be responsible for paying any and all customs duties, import taxes, brokerage fees and any other expenses related to importing Products in the destination country.

All claims for transportation damage shall be filed and processed by Buyer. Buyer agrees to pay for all Products purchased without regard to whether the same are damaged during shipment.

9. Title and Risk of Loss. Title to and risk of loss and damage to the Products shall pass to Buyer immediately upon delivery of the Products to a common carrier, or, to an employee or other agent of Buyer, at Seller's facility.

10. Warranty. Buyer agrees to make no claim against Seller under the manufacturers warranty or to make a claim against Seller except under the warranties hereunder provided. Seller shall not be liable for any damages for breach of any warranty other than those damages expressly agreed in writing by the Seller.

11. Buyer's Indemnity. Buyer agrees to indemnify and hold Seller harmless for any claim, damage, loss, or other expense paid by or claimed against Seller and all costs of defending the same (including, without limiting the generally foregoing, the fees of attorneys, expert witnesses, investigators and travel expenses) arising, in whole or in part, from though or in any manner related to Products manufactured or sold by Seller, except when such claim arises exclusively as a result of Seller's negligence.

12. Cancellation. All requests for cancellation or changes to an order for Products must be submitted by Buyer in writing. In the event that Buyer cancels or changes an order for Products, Buyer agrees to pay a restocking fee of not less than 15% for standard products and 100% for custom products of the cost of the products to which such cancellation or change is acceptable. Purchases of prepaid or postpaid airtime ARE NOT refundable or returnable.

13. Returns. No products may be returned to Seller without Seller's prior consent. Seller may, at its sole discretion, issue Buyer written authorization to return Products to Seller (hereinafter "Return Authorization") for inspection and refund. All shipping costs for the return of Products are the responsibility of the Buyer. Seller shall have no obligation to consider return requests received later than fifteen (15) calendar days after shipment of Products to Buyer.

14. Seller's Inspection. Upon receipt of Products returned for warranty claims or pursuant to a Return Authorization, Seller shall inspect the Products and, at its sole discretion, accept or deny the return of such Products. In the event that Seller accepts the return of Products from Buyer pursuant to a Return Authorization, Seller shall issue a credit to Buyer in the amount of the original FOB Origin amount for the products less a fifteen (15%) percent restocking fee for Standard Products and one hundred (100%) percent for custom products. The restocking fee is not assessed in events when Products are returned as a result of a valid warranty claim. In the event that Seller denies the return of Products from Buyer, Seller shall ship Products back to Buyer at Buyer's sole expense.

15. Airtime Purchases. Airtime purchases (both prepaid and postpaid) and service are not refundable or returnable. Seller shall provide airtime to Buyer based on Buyer's communications while placing the order and shall not be responsible for errors or typos made by Buyer. By purchasing and using prepaid SIM-cards, airtime vouchers and services, the Buyer agrees to SATTRANS Prepaid Account Rules, which can be found at <http://www.sattransusa.com/info.html>

16. Force Majeure. Seller shall not be liable for failure to perform any of its obligations under this Agreement to the extent such failure is caused by fire, flood, explosion, war, riot, embargo, labor disputes, compliance with any laws, regulations, orders, act or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of nature beyond the Sellers reasonable control. In no event shall Seller be liable to Buyer for any special, incidental, or consequential damages as a result of delay in performance or failure to perform hereunder.

17. Conflict of Forms. In the event of conflict between this Agreement and the terms printed on the face or reverse side of Seller's invoice, the terms and conditions of this Agreement shall control. This agreement may be modified by either separate written modification hereof or by the addition of terms in Seller's invoice.

18. Limitations on Time and Damages. Any claim that either Seller or Buyer may have against the other shall be barred if demand therefore is not made within 180 days of the date of occurrence of the event giving rise thereto and a demand for arbitration is not made within 180 days of the date of the aforementioned demand. Notwithstanding the foregoing, the limitation of time provided in this paragraph shall not apply to the recovery of Seller of any sum owed by Buyer to Seller. Neither party shall be liable for special, incidental, indirect or consequential damages, including, without limiting the generality of the foregoing, lost profits, whether or not caused by breach of warranty or resulting from negligence or any other cause. In the event that a defective Product causes damages or injuries to the Product, to Buyer's business, to the end user's business, to other equipment, to a factory or place of business, or to employees or other persons, Seller's liability to Buyer shall be limited (except as provided by law) to the remedies provided above under paragraph 10 if the warranty period has not expired. If such warranty period has expired, Seller shall not be liable for such damages or injuries, provided, however, that if a court of competent jurisdiction shall find as a matter of law that any clause of this paragraph is unlawful, it is agreed that Seller's liability shall be limited solely to a U.S. dollar amount equal to the cost of the defective Product to Buyer. The remedies in this paragraph shall be exclusive and shall be Buyer's sole remedies.

19. Export. Any commodities, technology, or software sold or received under this Agreement must be exported from the United States in accordance with the US Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

20. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Maryland (United States).

21. Consent to Venue. All litigation between the parties shall be commenced and maintained in any court sitting in Montgomery County, Maryland. Buyer and Seller consent to venue in and the jurisdiction of any Maryland state court sitting in Montgomery County, Maryland for all litigation, which may be brought to enforce a judgment.