



KVH Industries, Inc.

1 Year/1 Year

LIMITED WARRANTY STATEMENT

GENERAL: KVH Industries, Inc., (“KVH”) warrants the KVH TracPhone Fleetbroadband and/or FleetOne product, TracVision automotive satellite TV product, or purchased, leased or rented from KVH (the “**Product**”) against defects in materials for up to one (1) year for parts and up to one (1) year for labor following the Warranty Start Date. The Warranty Start Date shall be defined as follows: (i) for all Products associated with an airtime services account, the date your airtime services account is first activated; or (ii) for the TracVision automotive satellite TV Product, the date of purchase, lease, or rental.

DEFECTS, RETURNS FOR WARRANTY SERVICE: If you discover a defect in a Product covered by this limited warranty, KVH will, at its option, repair or replace the Product at no charge to you, provided that you promptly notify KVH of the defect and comply with KVH’s instructions in returning the Product with transportation charges prepaid to KVH or one of its authorized service centers. If KVH, in its sole discretion, determines it is not reasonable to repair or replace the defective Product, KVH may refund to you the purchase price paid for the Product or any rental payments made for periods when the Product was not functioning. All replaced (defective) Products, or defective parts thereof, must be returned to KVH or one of its authorized service centers within sixty (60) days of replacement or you agree to pay KVH the original purchase price of such Products or parts.

Prior to returning any Product for warranty service, you must visit www.kvh.com/support for the details on contacting the KVH Technical Assistance Center applicable to your Product, by phone or e-mail, to secure a Return Material Authorization (“**RMA**”) number. When returning any Product for warranty service, it is necessary to attach your name, address, telephone number, and the RMA number that was provided to you by the KVH Technical Assistance Center. Write the RMA number in large, clear characters on the outside of the box. To avoid confusion and misunderstandings, shipments without an RMA number clearly visible on the outside box will be refused and returned to you at your expense. If possible, use the original box and packing material to protect the equipment from damage in shipment. KVH assumes no responsibility for warranty shipments from you to the factory if not shipped in the manner prescribed above. Damage incurred during shipment to KVH is your responsibility. KVH will inform you of the damage and provide necessary information to assist your efforts to file a claim with the shipping provider.

Following the completion of warranty servicing, KVH will ship the Product, or its replacement, back to you, ground transportation prepaid. If an expedited return delivery is desired, all additional transportation charges will be your sole responsibility.

Alternatively, the KVH Technical Assistance Center may, at KVH’s option, manage the service event response through an authorized KVH dealer/distributor within your region for Product repair. KVH will cover the dealer’s/distributor’s labor charges for warranty repairs, provided the Product was installed by a KVH authorized dealer/distributor, the dealer/distributor performing the repairs

contacts KVH for preapproval of the charges, and you are not delinquent on any payment due to KVH. Approval of charges is at KVH’s sole discretion. KVH reserves the right to utilize refurbished or remanufactured parts in its product manufacturing and repair activities provided such parts conform to KVH’s specifications for new products and/or parts.

EXCLUSIONS: This warranty does not apply if the Product has been damaged by accident, abuse, misuse, or misapplication or has been modified without the written permission of KVH; if any KVH serial number has been removed or defaced; or if any factory-sealed part of the system has been opened without authorization. For certain of the Products, failure to pay applicable monthly software maintenance subscription fees relevant to those Products may void the warranty for those Products.

LIMITATION ON LIABILITY: KVH’s liability in contract, tort or otherwise arising out of or in connection with any Product shall not exceed the price paid for the Product. IN NO EVENT SHALL KVH BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, TORT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR GOODWILL (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, DELAY IN DELIVERY OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR USE OR POSSESSION OF ANY PRODUCT, OR ANY OTHER OBLIGATIONS RELATING TO THE PRODUCT, EVEN IF KVH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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LEGAL RIGHTS: Some states/countries do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state/country to state/country.

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