



# KVH Industries, Inc.

## KVH OneCare™ 2-Year/2-Year Limited Warranty Statement With Extended Warranty Option

**GENERAL:** KVH Industries, Inc., (“KVH”) warrants the KVH TracPhone and TracNet product and standalone modem purchased, leased or rented from KVH (the “Products”) against defects in materials for up to two (2) years for parts and up to two (2) years for labor following the Warranty Start Date (the “**Limited Warranty Period**”). The Warranty Start Date shall be defined as the date your Airtime Services account is first activated with respect to such Product.

**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 chooses to replace a defective Product or part, the defective Product or part that is being replaced 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. 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.

Prior to returning any Product for warranty service, you must visit [www.kvh.com/support](http://www.kvh.com/support) for the details on contacting the KVH Technical Assistance Center applicable to your Product, by phone or email, 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.

**NO IMPLIED WARRANTY:** THE EXPRESS WARRANTIES SET FORTH ABOVE ARE THE ONLY WARRANTIES GIVEN BY KVH WITH RESPECT TO ANY PRODUCT FURNISHED HEREUNDER; KVH MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SAID EXPRESS WARRANTIES SHALL NOT BE ENLARGED OR OTHERWISE AFFECTED BY TECHNICAL OR OTHER ADVICE OR SERVICE PROVIDED BY KVH IN CONNECTION WITH ANY PRODUCT. If any implied warranty, including implied warranties of merchantability and fitness for a particular purpose, cannot be excluded under applicable law, then such implied warranty shall be limited in duration to one (1) year from the date of the purchase, lease or rental of the Product.

**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.

**TRANSFERABILITY:** This warranty is transferable to one (1) subsequent purchaser provided that you provide written notice to KVH upon transfer and any relocation, installation or de-installation of the Product is performed by KVH or an authorized KVH dealer/distributor.

**KVH INTEGRATED SOLUTION PRODUCTS SECOND YEAR BRIDGE WARRANTY PERIOD:** The warranty period for all KVH Integrated Solution Products purchased contemporaneously with a KVH TracPhone or TracNet Product and covered by either the OneCare Premium or the OneCare Global Technical Assistance shall be automatically extended to the Limited Warranty Period. “KVH Integrated Solution Products” shall mean any of the following installed with either of the KVH TracPhone or TracNet Product: Any other KVH TracPhone or TracNet antenna system, TracVision marine satellite television antenna system or third party equipment sold by KVH.



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**EXTENDED WARRANTY PERIOD OPTION:** An extended warranty is also available for many Products for periods of either one, two, or three years ("Extended Warranty"). The Extended Warranty period begins concurrently with the expiration of the then current warranty period or, in the event that the Limited Warranty Period has expired (a "**Warranty Gap**"), at the date such eligible Product satisfactorily passes the KVH preventative maintenance check (the "**PMC**") and continues for the length of the period purchased by you (the "**Extended Warranty Period**") provided that the maximum aggregate warranty period for the Product including the Limited Warranty Period and any Extended Warranty Period shall in no event extend beyond five (5) years from the Warranty Start Date. The Extended Warranty can be purchased for an eligible Product any time before the expiration of

the Limited Warranty Period or in the event of a Warranty Gap, at the date upon which the Product satisfactorily passes the PMC. The purchase price for the Extended Warranty is paid in advance and is non-refundable. The Extended Warranty does not provide coverage for defects, faults or damage arising or incurred during the Warranty Gap. To purchase the Extended Warranty for a previously purchased eligible Product, you must demonstrate the original purchase of the Product either by having registered the Product with KVH within thirty (30) days of the original purchase, or by providing copies of the dated sales receipts for the Product. This registration process is completed automatically by KVH for leased or rented products. All other terms and conditions of the Extended Warranty are the same as the terms and conditions of the Limited Warranty.