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## Terms & Conditions

**The following are the standard Terms and Conditions of all sales for products and services from Norsat International Inc. and all its subsidiaries and divisions, including Sinclair Technologies ("Norsat").** These Terms and Conditions, if accepted by Customer, constitute the terms and conditions of a binding agreement between Customer and Norsat.

1. **Payment Terms.** Payment terms are at **Norsat's** sole discretion. If Norsat has agreed to credit terms, invoices for Products and Services are due and payable within the period specified on the attached quotation, said period to begin the day after the date of the invoice for such Products and Services. In the event that Norsat agrees to extend credit and no credit terms are specified on the quotation, invoices are due and payable within thirty (30) days after the date of the invoice. Norsat may charge Customers the Bank of Canada prime lending rate plus 5% per annum on any overdue amounts.
2. **Entire Agreement.** These Terms and Conditions apply to any offer, quote, bid, or proposal ("Quote") or Order Verification ("OV") issued by Norsat to the Customer concerning the provision of Products or Services.
  - a. **Quotes:** Upon acceptance of the Quote by Customer, such acceptance to be evidenced by Customer execution of the Quote and its return to Norsat by e-mail, facsimile, or courier. The terms of the Quote, together with these Terms and Conditions, become a binding agreement ("Agreement") between the parties. Unless otherwise provided in the Quote, in the case of any contradiction between the specifications set forth in these Terms and Conditions and those set forth in the Quote, the Quote shall prevail. Prior to final acceptance by the Customer, the Quote is revocable by Norsat. Customer agrees that any purchase order issued to Norsat concerning this Quote is issued only for the purposes of Customer's internal authorization and internal use and that none of its terms and conditions shall modify the terms and conditions of this Quote. These Terms and Conditions shall apply to the Agreement, and shall form the entire agreement between the parties related to the Product and Services and, upon Customer's acceptance of this Quote, shall supersede all earlier agreements and communications between the parties related to the Products and Services. Any attempt to alter or amend these Terms and Conditions or to enter into a new agreement concerning the Product and Services is null and void unless it is agreed to in writing, signed by both Customer and Norsat.
  - b. **Customer Purchase Orders placed without requesting a Quote:** In cases where Customer places a Purchase Order directly with Norsat without requesting a quotation in advance, these Terms and Conditions become a binding agreement ("Agreement") between the parties. Unless otherwise provided in the Order Verification, in the case of any contradiction between the specifications set forth in these Terms and Conditions and those set forth in the Order Verification, the Order Verification shall prevail. Any attempt to alter or amend these Terms and Conditions or to enter into a new agreement concerning the Product and Services is null and void unless it is agreed to in writing, signed by both Customer and Norsat.



pay the full amounts due. Prices shown in the Quote are subject to verification by Norsat at the time of acceptance by the Customer of the Quote. If the Customer does not purchase and take delivery of the entire quantity of the Product and Services ordered, then Customer shall pay such additional amounts as Norsat may charge for lesser quantities.

b. Product Packaging. Standard Norsat packaging materials and methods will be used. Should the Customer request non-standard packaging, additional charges may be applied to the order. Depending on the Customer's selected carrier, destination, and transportation method, some orders shall require non-standard packaging (e.g. wooden crates). Additional charges will be applied to such orders.

c. Product Storage. In the event Customer does not pick up the order within 2 weeks of the agreed delivery date, a storage fee may be applied to cover the cost of transportation to and from and storage at an offsite location. The storage fee will be charged on a daily basis at a rate of US\$0.50 per cubic foot per day based on the actual dimensions of the goods, plus transportation costs of US\$250 to and from storage, plus taxes. The customer shall pay such additional amounts as Norsat may charge.

d. Additional Service Fees. Norsat may charge for services requested after the original Customer order was confirmed and acknowledged. Each subsequent change related to ship-to address or certificate of conformance or certificate of origin or split order shall be charged an administrative fee of US\$150.00 per service plus any additional out-of-pocket costs that Norsat may necessarily incur in order to provide the service. The customer shall pay such additional amounts as Norsat may charge.

4. Acceptance and Delivery. Products and Services shall be accepted by Customer upon delivery, or as otherwise expressly set forth in the Quote. Products shall be delivered EXW Norsat's facility in Richmond, British Columbia or Aurora, Ontario, as applicable and Services shall be delivered as incurred. If within ten (10) days after delivery Customer does not advise Norsat in writing that the Products and Services or any portion thereof has been rejected (including the reasons, therefore), then the Products and Services in their entirety shall be deemed to have been accepted by Customer. Title and risk of loss or damage, to the Products, pass to Customer upon shipment from Norsat's facility in Richmond, British Columbia or Aurora, Ontario, as applicable. Norsat retains a security interest in the Products until the full price for the Products and Services are paid. Delivery dates set forth in the Quote are estimates only and depend upon prompt acceptance by Customer of the Quote and upon Norsat's inventory of the Products or their components and the availability of provision of Services. Norsat will try to meet the stated delivery dates for the Products and Services, but will not be liable to the Customer or any other party for any delay in delivery of the Products and Services.

Where applicable, satellite services are provided on an "on-demand" basis and are subject to the availability of the capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress, or any other emergency pre-emption as required by Norsat or a supplier or maybe temporarily interrupted or curtailed due to modifications, upgrades, repairs, or similar activities of a supplier. Norsat has no liability for unavailability or malfunction of suppliers' networks

5. Cancellation and Rescheduling. Customer's orders are firm and non-cancellable. Norsat may cancel the Agreement, in whole or in part, if the Customer breaches the Terms and Conditions of the Agreement or if there is a material change in the Customer's financial position. Regardless of any disclosure made by the Customer to



or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent, or otherwise. Customers will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following: (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment; (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information; (iii) obtaining Services or Equipment without having the intent to pay charges incurred; (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers; (v) using Services or Equipment to further criminal activity; (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or (vii) using Services or Equipment in a manner that interferes unreasonably with the use of services or equipment by one or more other Norsat customers. Norsat reserves the right to terminate the use of the Services of any Customer engaging in the abusive or fraudulent use of the Services or Equipment purchased from Norsat.

7. Default and Termination of Services. The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from Norsat: (i) use of the Services or Equipment in any manner or for any purpose contrary to law (see Article 19); (ii) abuse or fraudulent use of the Services and/or Equipment (iii) failure to make any payments due as invoiced; (iv) discovery by Norsat that any representation or warranty made by Customer in any document furnished by Customer to Norsat is incorrect; (v) breach or violation of any of these Terms and Conditions by Customer; or (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally. In the event of default, Norsat may, at Norsat's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. Norsat will bill the Customer and the Customer will pay Norsat, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, Norsat will incur no liability whatsoever. The customer will be liable for all costs and expenses incurred by Norsat due to default by a Customer, including but not limited to legal costs. Norsat, may, with no liability whatsoever, suspend or terminate Services and/or Equipment if lawfully ordered to cease operation of such Services and/or Equipment by a provincial or federal court of law, or any other lawful federal, state, or local governmental authority. If at any time during the term of these Terms and Conditions any equipment, facilities, or property used by Norsat or its Suppliers to provide the Services and/or Equipment are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, Norsat will have the right, upon written notice to Customer, to terminate the Services and/or Equipment affected by the taking.

8. Confidentiality. Except as agreed in writing or subject to an applicable Non-Disclosure Agreement between the parties, Customer shall maintain in strict confidence all information disclosed by Norsat, including without limitation all technical and business data, drawings, software, and know-how. Customer shall only use such information for the purposes of using the Product and Services. Information or knowledge disclosed to Norsat shall (i) not be subject to confidentiality obligations unless expressly agreed by Norsat, and (ii) shall be free from restrictions, other than patent laws, as consideration or the Agreement. These confidentiality obligations shall survive the termination of the Agreement and shall continue for five (5) years thereafter. The customer shall not disclose Norsat's name or this Agreement without Norsat's prior written consent.



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Products and Services and are for the Customer's reference only.

10. License. If the Products and Services include any software or other intellectual property ("IP"), then Norsat retains ownership of all IP and grants to Customer a limited, single-user, non-transferable, and nonexclusive license to use the IP in accordance with the documentation only on or with the one computer or system included in the Products and Services or otherwise owned by Customer at the time of this Agreement. If the IP rights granted are restricted in time or application (such as but not limited to, use with a security device or key, whether tangible or intangible, then the license granted here is limited to use in strict conformance with any and all such restrictions. The customer is not authorized to make copies of the IP except that one copy may be made for nonoperational backup purposes. IP may not be copied, disclosed, rented, leased, sublicensed, modified, reverse engineered in any manner, made available on any network, or anyone or more of the foregoing.

11. The Product will be free from defects in workmanship and materials for a period as defined in the table below, from the date that the Product was first purchased by the Customer (the "Warranty").

Products	Warranty Term	Notes
Antenna – Sinclair branded S-series base station antennas	5 years	PIM rating 2 years (for applicable models)
Antenna – Sinclair branded L-series base station antennas	3 years	PIM rating 1 year (for applicable models)
Antenna – Sinclair branded S-series mobile antennas	2 years	
Antenna – Sinclair branded S-series whip antennas	1 year	
Filter – Sinclair branded standard rated filters	2 years	PIM rating 1 year (for applicable models)
Filter – Sinclair branded L-series filters	1 year	
DAS – Sinclair branded S-series DAS antennas	2 years	PIM rating 1 year (for applicable models)
DAS – Sinclair branded L-series DAS antennas	1 year	
DAS – Sinclair branded standard rated DAS components	2 years	PIM rating 1 year (for applicable models)
DAS – Sinclair branded L-series DAS components	1 year	
Prototypes and Engineering samples	6 months	



user. During the Warranty Period, the Product, or if necessary, one or more of the Product components, will be repaired or replaced at Norsat's option, without charge to the Customer for either parts or labor. If the Product (or component thereof) is repaired or replaced during the Warranty Period, the Warranty Period will expire, upon the latter of the 91st day after repair or replacement or the end of the original Warranty Period. Based on an agreement between Norsat and a designated Norsat reseller or distributor (the "Distributor"), this Limited Warranty for the Warranty Period shall be honored by either Norsat or the Distributor. In order for Norsat or the Distributor to repair or replace the Product or the component(s) thereof in accordance with this Limited Warranty, the Customer must ship the Product or component(s) thereof requiring repair or replacement in a properly protected shipping container such as an anti-static bag, surrounded on all sides with solid foam cushioning of a minimum two (2) inches thick, sealed in a sturdy shipping container. The Product or component(s) thereof must be shipped to Norsat or the Distributor, as the case may be, together with a "Return Material Authorization" number which number is issued by Norsat's Customer Service department, clearly visible on the outside of the shipping container. Customer must ship the Terminal or component(s) thereof via courier or postal service which can provide proof of delivery. All charges for packaging, shipping, insurance, or any taxes or duties levied, assessed, or imposed in connection with the return of the Terminal or component(s) thereof for repair or replacement under this Limited Warranty is the Customer's responsibility.

This Limited Warranty does not apply to normal wear and tear, or if any component of the Product is opened or repaired by someone not authorized to do so by Norsat, and does not cover repair or replacement of any Product damaged by misuse, moisture, or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, electrostatic discharge, mishandling, mechanical alteration, or defects due to repairs or modifications made by anyone other than Norsat.

This Limited Warranty does not cover physical damage to the surface of the Product, including cracks or scratches on the monitor screen. This Limited Warranty does not apply to any equipment other than the Product as defined in this Limited Warranty. This Limited Warranty also does not apply if the malfunction results from the use of the Product in conjunction with accessories, products, services, or ancillary or peripheral equipment not expressly approved or provided by Norsat specifically for use with Customer's particular Product, and where it is determined by Norsat that such malfunction is not the fault of the Product itself. Additionally, if malfunction results from the failure of the user to abide by the operating manual, the Limited Warranty may be void, and if it is not void, it shall not apply. Data backup is the responsibility of the user of the Product. Neither Norsat nor the reseller or distributor through whom the Customer purchased the Product is responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the use or servicing of the Product. As the Product is designed to operate with satellite communications equipment provided by third-party providers, we cannot guarantee or warrant that Customer's Product access will always be available or that it will always function properly. For this and other reasons, the Product should not be relied upon for the transmission of data relating to an emergency or life-threatening or mission-critical situations, and Norsat disclaims any liability on its behalf, on behalf of the Distributor for events or damages resulting from such reliance or the failure of any third party satellite communications service to perform or to be available for Customer use through the Product.

Norsat will not be responsible for any warranties or guarantees provided by the Distributor or any other party. Any repair or replacement pursuant to this Limited Warranty may be requested by the Customer from the Distributor.



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12. Excusable Delay. Norsat is not responsible for any delay caused by any event or contingency which is not within the direct control of Norsat. Norsat shall be entitled to a schedule and price adjustment in the event of such excusable delay.

13. Assignment. This Agreement may not be transferred or assigned by Customer without the express written consent of Norsat, which may be withheld for any or no reason.

14. Waiver. Waiver by Norsat of any right, remedy, or breach of a term or condition of the Quote or Agreement shall not be construed as a waiver of any other right, remedy, or breach of the same or another term or condition.

15. Interpretation. The Quote shall be interpreted with all changes to number and gender as the context requires. INCOTERMS 2000 applies. Headings are for convenience only. The Agreement shall be interpreted with all changes to number and gender as the context requires. The parties hereto confirm that it is their wish that this contract and all related documents hereto shall be in English.



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whatsoever, any trademark, serial, or model number, symbol, brand, or trade name which the Company or a manufacturer may attach or fix to or make a part of the Products. The Customer shall not affix to the Products any additional label, symbol, trademark, brand, or trade name other than those designated by the Company unless previously approved by the Company.

18. Applicable Law. The laws of British Columbia and the federal laws of Canada applicable therein, without reference to its conflicts of laws jurisprudence, apply to and govern the Quote and the Agreement. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to the Quote and the Agreement. Norsat will not be held responsible for any operational restrictions, customs, license, or permit fees required for the operation of the Network Services in the destination country. In addition, Norsat will have no responsibility for fines associated with Equipment seizure nor for legal ramifications of using Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country.

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