**Shipping, Return and Refund Policy**

Thank The Customer for shopping at Company.

If, for any reason, the Customer is not completely satisfied with the purchase We invite The Customer to review our policy on Shipping, returns, and refunds.

The following terms are applicable for any products that the Customer have purchased with Us. Shipment policy applies to both orders placed through our customary Request for Quotation (RFQ) ordering process and orders placed directly through the webstore.

Interpretation and Definitions

1. Interpretation

The words in which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in the plural.

1. Definitions

For the purposes of this Return and Refund Policy:

* Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Orbital Connect with the following address: address15415 Sunset Blvd, STE 240 Pacific Palisades, Los Angeles, CA 90272.
* “Goods” refer to the items offered for sale on the Website (<https://store.orbitalconnect.com>)
* “Services” refers to Company’s Website - <https://store.orbitalconnect.com> and [www.orbitalconnect.com](http://www.orbitalconnect.com)
* “Orders” mean a request by Customer to purchase Goods (equipment and/ or service) from Us.
* Website refers to Company’s webpage, accessible at www.orbitalconnect.com or <https://store.orbitalconnect.com>
* “Customer” means any person or organization that buys a product or service from Orbital Connect.
* “Quote” means the offer, bid or proposal issued by Orbital Connect to Customer.
* “Purchase Price” means the price determined by Orbital Connect in the Quote.
* “Products” means the hardware, equipment, devices, peripherals, or other related items that Company provides to Customer pursuant to this Order.
* Defective Products means Products that do not significantly conform to Company’s published Specifications.
* Nonconforming Products means any Products Customer receives from Company that: (a) do not conform to the model or version listed in the applicable Order; or (b) materially exceed the quantity ordered by Customer pursuant to this Order.
* “Shipment” means Products intended to be transported to another place (city, state or country) by Orbital Connect or combination of individuals, partnership, corporation, company, society, association or other business entity.
* “Shipping Charges” means the costs of postage, transportation, and delivery. This value may include surcharges, fuel charges, and any other additional delivery costs.
* “Delivery” means the process of transporting goods from a source location to a predefined destination.
* “Deliverables” means the deliverables specified in the Quote to be delivered on or before the Delivery Date.
* “Delivery Date” means the date or dates specified in the Quote by which the Orbital Connect is required to deliver the Products.
* “Subcontractor” means a third party performing work under an agreement (a “Subcontract”) with Orbital Connect.
1. Shipment, Shipping Charges, and Delivery

Customer shall be responsible for all freight, handling, and insurance charges after delivery. Any time quoted by Company for delivery is an estimate only, and Company is not liable for any loss or damage arising from any delay in delivery. No delay in the shipment or delivery of any Products relieves Customer of its obligations under this Order, including accepting delivery of any remaining installment or other orders of Products.

* 1. Unless otherwise agreed by the Parties prior to shipment, all Products purchased, by Customer will be shipped from Company’s location or of its partners. Customer will pay all costs incurred by Company to ship the Products to Customer’s designated location.
	2. Partial Shipments. Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Products is temporarily out of stock. In the event that ordered Products are not available, Company will maintain a backorder list compiled by date. As back-ordered Products are received from the Supplier, Company will fill orders based on the age of the order. Customer is responsible for shipping charges for each partial shipment.
	3. Shipping Charges. Customer will pay all shipping charges, insurance costs, customs duties, and other associated taxes.
	4. Delivery. Products will be deemed delivered to Customer upon passing of the Products to a carrier. All sales are FOB factory unless specifically quoted to the contrary and the risk in goods shall pass to the Customer on delivery or collection. Company will arrange for shipping and insurance at the Customer’s request and will add a nominal administrative charge to such costs. Company will endeavor to comply with the delivery terms reasonably requested by Customer. All quoted delivery times are subject to timely receipt of export documentation required by law. Company cannot be held responsible for delays due to customs clearance procedures. If within three (3) days after delivery Customer does not advise Company in writing that the Products or any portion thereof has been rejected (including the reasons, therefore), then the Products in their entirety shall be deemed to have been accepted by Customer. Company retains a security interest in the Products until the full price for the Products is paid. Company will try to meet the stated delivery dates for the Products but will not be liable to Customer or any other party for any delay in delivery of the Products.
	5. Company has no liability for unavailability or malfunction of suppliers’ networks.
1. Title

Title to the Products will transfer from Company to Customer upon later Company’s receipt of the full sale price and any applicable taxes, fees, and freight and other charges and placement by Company (or by the manufacturer if drop-shipped) of the Products with the carrier for shipment to Customer. Until such time, Company will retain title to the Products and have a security interest therein. Customer will keep Products to which Company has retained title free from any liens, charges, claims or encumbrances and will execute all such documents as may be reasonably required by Company to evidence or perfect its security interest.

1. Inspection and Acceptance.

Customer will inspect each shipment upon delivery and will notify Company within 3 Business Days of any damage or discrepancies. Customer will be deemed to have accepted the Products upon delivery unless Customer notifies Company in writing of any Nonconforming Products within such 3-Business Days period and furnishes written evidence or other documentation Company requires. If Company determines that the Products are Nonconforming Products, Company will, in its sole discretion: (a) replace such Nonconforming Products with conforming Products or (b) refund the price for such Nonconforming Products, together with all shipping and handling expenses incurred by Customer in connection with such delivery. Customer will ship, at Company’s expense and risk of loss, in accordance with Company’s instructions, the Nonconforming Products to the Origination Point. If Company exercises its option to replace Nonconforming Products, Company will, after receiving Customer’s shipment of the Nonconforming Products, ship to Customer, at Company’s expense and risk of loss, the replaced Products to Customer’s address indicated in the Order or as otherwise agreed to be the parties in writing. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION 5 ARE CUSTOMER’S EXCLUSIVE REMEDIES FOR NONCONFORMING PRODUCTS, SUBJECT TO CUSTOMER’S RIGHTS, except as provided under this Section 5, Customer has no right to return Products purchased under this Order to Company.

1. Pricing

Unless otherwise agreed in writing, Customer will purchase Products from Company at the prices set forth on the website. Quoted prices exclude customs duties, sales taxes, use taxes, excise taxes, social taxes, or any taxes or levies unless specifically stated otherwise. Should be required by laws to pay such taxes in Customer’s country, Customer agrees to reimburse COMPANY for actual costs incurred on Customer’s behalf in respect of such taxes or levies.

1. Excusable Delay

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

1. Force Majeure

Company agrees to use best efforts for the timely delivery of Customer’s order. We may make partial shipments at our discretion. The completion of the order is subject to acts of God, public enemy, civil insurrection, war, fires, severe weather, delays caused by government, delays of suppliers, and other causes beyond our control.

1. Cancellation and Rescheduling

Orders placed through our customary Request for Quotation (RFQ) ordering process, conducted via various communication channels such as phone, email, or fax, become firm and non-cancellable for the Customer.

In the event of a Customer Cancellation Request, Orbital Connect shall have the sole discretion to review the request and determine whether to grant a full or partial refund of the amount confirmed by the Customer in their Purchase Order. Orbital Connect may also elect to retain the entire confirmed amount.

Orders placed directly through the webstore, involving immediate purchase transactions with payment processed at the time of order placement through the webstore's checkout page, necessitate order confirmation.

Order confirmation shall only be issued for orders that comply with Orbital Connect's Export and Control Use Policy.

In these instances, Customers are granted up to 48 hours to cancel orders without penalty (if placed in error). After 48 hours, Customer cancellations are subject to a 30% restocking fee.

Customer has the right to return the products with 35% restocking fee within 3 days from the date on which Customer has received the Goods or on which a third party appointed by the Customer, who is not the carrier, takes possession of the product delivered. After the third day from the delivery date, the order is considered non-refundable.

In order to exercise the right of cancellation, the Customer must inform us of this decision by means of a clear statement. the Customer can inform us of this decision by email: contact@orbitalconnect.com.

The Customer will bear all shipment, insurance costs, and other associated fees related to such return shipment. Any returns must be coordinated through the Customer’s Account Manager.

We will reimburse the Customer no later than 45 days from the day on which We receive the returned Goods. We will use a bank wire transfer.

If the delivery contains the wrong items, then the Customer have the right to a replacement. In this case, the Customer can inform us by email: contact@orbitalconnect.com .Customers will not pay restocking fees for returning incorrect item.

Conditions for Returns:

1. In order for the Goods to be eligible for a return, please make sure that:
* The Goods were purchased in the last 3 days.
* The Goods are in the original packaging.
* Company reserves the right to charge incurred bank, shipping, and restocking fees.
1. The following Goods cannot be returned:
* Postpaid & Prepaid Airtime Cards and vouchers
* Monthly Service Plan Charges
* Cable
* Marine Internet Systems from Intellian
* Satellite Television systems from Intellian
* Special order or made-to-order products or accessories
* Satellite Terminals from Kymeta
* Satellite Terminals from Norsat
* Products with which price is less than $100.

We reserve the right to refuse returns of any merchandise that does not meet the above return conditions at our sole discretion.

1. Returning Goods

The Customer are responsible for the cost and risk of returning the Goods to Us. The Customer should send the Goods at the following address: 15415 Sunset Blvd, STE 240 Pacific Palisades, Los Angeles, CA 90272. We cannot be held responsible for goods damaged or lost in return shipment. Therefore, we recommend an insured and trackable mail service. We are unable to issue a refund without actual receipt of the Goods or proof of received return delivery.

Please ensure that the item The Customer are returning is repackaged in the original packaging, with all the cords, adapters, accessories, and documentation that were included when The Customer received it. Returned items must be free of physical damage.

1. Damage in Transit

All goods should be inspected and tested on receipt of delivery to ensure all items are correct and received in good condition. Should damage occur, the Customer should file a claim with the carrier or insurance agent if shipping via their own carrier.

1. Warranty

All Equipment products are provided with a standard manufacturer warranty. Upon failure of product, the Company RMA process must be adhered to. COMPANY must receive the defective part within the warranty period for warranty repair or replacement to be available. Customer is liable for all incurred delivery costs and customs duties pursuant to the reparation of the damaged product. Company will quote for the repair of out-of-warranty equipment at Customer’s request, subject to a minimum repair/evaluation fee. Defects caused by faulty or improper use and maintenance will not qualify for warranty repair or replacement.

1. Contact Us

If The Customer have any questions about our Returns and Refunds Policy, please contact us by email: contact@orbitalconnect.com or by phone at 888.315.9545.