

## Shipping, Return and Refund Policy

Thank you for shopping at Company

If, for any reason, You are not completely satisfied with your purchase We invite You to review our policy on Shipping, returns and refunds.

The following terms are applicable for any products that You have purchased with Us.

### Interpretation and Definitions

#### 1. Interpretation

The words of 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 plural.

#### 2. Definitions

For the purposes of this Return and Refund Policy:

**2.1. Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Orbital Connect with the following address: 10880 Wilshire Blvd, Los Angeles, CA 90024.

**2.2. Goods** refer to the items offered for sale on the Website (<https://store.orbitalconnect.com>).

**2.3. Services refers to Company's Website** - <https://store.orbitalconnect.com>

**2.4. Orders** mean a request by You to purchase Goods (equipment and/ or service) from Us.

**2.5. Website** refers to Company's webpage, accessible from [www.orbitalconnect.com](http://www.orbitalconnect.com) or <https://store.orbitalconnect.com>

**2.6. You** means the individual accessing, using the Service and, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

#### 2.7. Additional Definitions

**2.7.1. Products** means the hardware, equipment, devices, peripherals, or other related items that Company provides to Customer pursuant to this Order.

**2.7.2. Defective Products** means Products that do not significantly conform to Company's published Specifications.

**2.7.3. 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.

#### 3. 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.

##### 3.1. Shipment

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.

##### 3.1.1. 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 backordered Products is received from the

Supplier, Company will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.

### **3.2. Shipping Charges.**

Customer will pay all shipping charges, insurance costs and custom duties and other associated taxes.

### **3.3. 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 are 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. Company has no liability for unavailability or malfunction of suppliers' networks.

### **4. Title**

Title to the Products will transfer from Company to Customer upon later of 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.

### **5. 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 (EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS) Customer has no right to return Products purchased under this Order to Company.

### **6. Pricing**

Unless otherwise agreed in writing, Customer will purchase Products from Company at the prices set forth in 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.

#### **7. 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.

#### **8. 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.

#### **9. Your Order Cancellation Rights**

You are entitled to cancel Your Order within 3 days without giving any reason for doing so.

The deadline for cancelling an Order is 3 days from the date on which You have received the Goods or on which a third party you have appointed, who is not the carrier, takes possession of the product delivered.

In order to exercise Your right of cancellation, you must inform Us of your decision by means of a clear statement. You can inform us of your decision by email: [contact@orbitalconnect.com](mailto:contact@orbitalconnect.com)

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

#### **Conditions for Returns**

**9.1.** 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

**9.2.** 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

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

#### **10. Returning Goods**

You are responsible for the cost and risk of returning the Goods to Us. You should send the Goods at the following address: 10880 Wilshire Blvd, Los Angeles, CA 90024.

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.

#### **11. Refund**

There will be no refunds for used Products returned to Company. If Customer returns unused Products to Company in its original package, in its original condition, and within fifteen (15) days of delivery, Company will refund to Customer seventy percent (70%) of the purchase price, the remaining thirty percent (30%) of the purchase price representing a restocking fee. Customer will bear all shipment, insurance costs and other associated fees related to such return shipment. Any returns must be coordinated through Customer's Account Manager.

#### **12. 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.

#### **13. Warranty**

All Equipment products are provided with a one (1) year 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 custom duties pursuant to reparation of the damaged product. Company will quote for 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.

#### **14. Contact Us**

If you have any questions about our Returns and Refunds Policy, please contact us by email: [contact@orbitalconnect.com](mailto:contact@orbitalconnect.com) or by phone @ 888.315.9545.