



“A GEOBORDERS GROUP COMPANY”

1995-2005

## GEOBORDERS SATELLITE LTD

N.3 More London Riverside  
SE1 2RE London, UK  
Company number: 07074848  
VAT number: GB 984488553  
Tel: +44-(0)20.3051.3846  
Fax: +44-(0)330.684.0307  
E: [satellite@geoborders.com](mailto:satellite@geoborders.com)  
Url: [www.geoborders.com](http://www.geoborders.com)

## GEOBORDERS - Standard Terms and Conditions of Sale

These Terms and Conditions of Sale govern the sale of product(s) and/or provision of services by GEOBORDERS SATELLITE LTD ("GEOBORDERS") to GEOBORDERS's customer ("Customer").

### 1. GENERAL

GEOBORDERS's acceptance of the Customer's order is expressly made conditional on the Customer's assent to GEOBORDERS's Terms and Condition of Sale. In the event there are terms and conditions which may be offered by the Customer that are different from or additional to those proposed by GEOBORDERS, GEOBORDERS and Customer shall negotiate the terms in good faith. The Customer's assent will be deemed given by written or oral confirmation, by acceptance of equipment and products ("Goods") and services, by payment for the goods and services and/or by failure to object to any such terms and conditions.

### 2. QUOTATION

GEOBORDERS Quotation ("Quote") is the document bearing unique reference number detailing the Goods and/or Services to be supplied by GEOBORDERS, prices, part numbers, unit quantities and applicable descriptions thereof, and other relevant details of sale and purchase or service agreement between GEOBORDERS and the Customer. Prices quoted are binding upon GEOBORDERS for the duration of validity period specified in the Quote. In case no validity period is specified the Quote shall be valid for 30 calendar days from its date of issue. If a Quote has expired, GEOBORDERS reserves the right to extend the validity of the quotation or issue a new quotation at its discretion. The Quote will not be deemed as any kind of contract or agreement between GEOBORDERS and the Customer. GEOBORDERS reserves the right to withdraw or amend its Quotes at any time prior to accepting the Customer's Purchase Order.

### 3. DESCRIPTIONS AND SPECIFICATIONS

Goods and/or Services will be supplied as described in applicable brochures and data sheets and where GEOBORDERS is not the manufacturer, specification and data sheets will be those provided by the supplier/manufacturer. GEOBORDERS shall make every effort to ensure the accuracy of technical data or literature relating to the Goods, but GEOBORDERS accepts no liability for any damage or injury arising directly or indirectly or in consequence of any error or omission in such technical data or literature. It shall at all times be the Customer's responsibility to ensure that the Customer's specifications are correct and/or sufficient for the use intended by the Customer.

### 4. PRODUCT CHANGES

The right is reserved to make changes to products or their specifications without prior approval from or notice to the Customer (a) which do not materially adversely affect the performance of the product or reduce performance below any contract specification; (b) when required for purposes of safety; (c) to meet product specifications, or (d) when required to conform with any applicable statutory or regulatory requirements. GEOBORDERS reserves the right to supply products with improvements without incurring any obligation or liability to make the same changes in products previously purchased. GEOBORDERS also reserves the right to modify the pricing and availability of models based on market conditions, component availability, and other business considerations; and to require that Customer implements and utilizes software upgrades as a condition of maintenance contracts and warranty.

### 5. PURCHASE ORDERS

Orders are initiated by providing GEOBORDERS with written Purchase Order by posting its electronic scanned copy on GEOBORDERS web-site, sending it to GEOBORDERS by e-mail, by fax or by post. Regardless of means of communication, it is the sole responsibility of the Customer to verify that GEOBORDERS has received the Purchase Order. GEOBORDERS shall not be responsible for any loss or damages resulting from its failure to receive the Customer's Purchase Order caused by breakdowns in communication. A Purchase Order shall bear unique reference number and shall contain full name, legal address, telephone number and authorized person's contact information of the Customer; it shall designate the Goods and/or Services to be supplied by GEOBORDERS to the Customer including descriptions, prices, part numbers, unit quantities, delivery method, ship to address, the country of end use and other relevant details. The Customer's Purchase Order will be accepted only after it has been signed by an authorized representative of the Customer. No order submitted by Customer will be deemed a contract unless and until it is acknowledged in writing by GEOBORDERS's authorized



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representative. No order which has been accepted by GEOBORDERS may be canceled by Customer except with the GEOBORDERS's agreement made in writing and on terms that Customer will indemnify GEOBORDERS in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by GEOBORDERS as a result of cancellation including, at a minimum, the terms set forth in Section 10 below.

### 6. PRICES AND TAXES

Unless otherwise specified all prices in GEOBORDERS online catalogue or otherwise quoted by GEOBORDERS are in different currencies and will be converted into one single currency in the invoice, all prices do not include VAT and are exclusive of all sales, use, excise, and other taxes, duties or charges, domestic or foreign. Unless a properly executed tax exemption certificate acceptable to the taxing authorities is provided by Customer in confirmation of its tax exempt status, Customer shall pay, or upon receipt of invoice from GEOBORDERS, shall reimburse GEOBORDERS for all such taxes or charges levied or imposed on GEOBORDERS, or required to be collected by GEOBORDERS, resulting from this transaction or any part thereof. A foreign Customer shall be responsible for the payment of all taxes, duties, levies, fees and other charges including any related interest and penalties that are or may be imposed by any non-UK governmental entity with respect to the sale and importation of the Goods, the provision of Services and with respect to any transactions contemplated by this agreement. Unit prices apply only to the specific quantities and delivery schedule quoted. Any variation in quantity, configuration or specifications of the Goods and/or date of delivery may necessitate a revision to the unit price. GEOBORDERS reserves the right to alter prices for any Goods and/or Services without notice. Quoted prices will be accepted if an order is received prior to the expiration of a valid quotation outstanding at the time of the price change. Subsequent orders for the same equipment may be subject to the revised prices. On Customer's request GEOBORDERS can arrange for insurance and standard commercial shipping, the costs of which will be invoiced to the Customer. Responsibilities regarding the export of items delivered under this Agreement are detailed in Articles 15 and 16. Prior to delivery, GEOBORDERS reserves the right to make substitutions, modifications and improvements to the equipment and/or software ordered, provided that such substitutions, modifications or improvements shall not materially affect performance in the application originally agreed to with the Customer.

### 7. PAYMENT

Payment terms shall be determined on a per order basis. All payments from domestic or international Customers will be made in the invoice currency in the United Kingdom. Unless otherwise agreed in the specific Order, a Customer will forward: (a) full advance payment with order by wire transfer to GEOBORDERS bank account. The wire transfer information should reference GEOBORDERS Quote No, Customers PO No or Contract No and the Name of the Customer. GEOBORDERS will indicate its banking details on the Quote. Customer shall bear all banking fees associated with the wire transfer. (b) confirmed Irrevocable Letter of Credit inclusive of all specified charges payable at sight upon presentation of documents confirming shipment (i.e. Invoice, Packing List, Air Waybill) through any major United Kingdom state or national bank. A Letter of Credit will be established in accordance with GEOBORDERS current guidelines for establishing a Letter of Credit. Validity, must be at least 90 days for shipment and 120 days for negotiation of documents, partial shipments must be allowed. GEOBORDERS may, at its sole discretion, grant extended credit terms up to net thirty (30) days of invoice. Extended payment terms must be agreed in writing before any acknowledgment of the order by GEOBORDERS. GEOBORDERS may at any time and from time to time, in its sole discretion, limit or cancel the credit of the Customer as to time and amount and, as a consequence, may demand payment in cash before delivery of any unfulfilled portion of the Order. Failure of the Customer to make any such payment within 10 days after demand shall constitute default under the Contract. If in the judgment of GEOBORDERS, the financial position of the Customer at any time does not justify the making of any shipment on the terms originally specified, GEOBORDERS may make such shipment only on cash in advance basis, suspend its performance or revoke its acceptance of the Customer's order. If the Customer delays manufacture and/or provision of specific service, the order price may be increased in the event GEOBORDERS incurs during the period of delay any vendor or supplier price increases applicable to the goods and/or services under contract with Customer. GEOBORDERS reserves the right to make deliveries in installments, all installments to be separately invoiced and paid for by Customer when due per invoice without regard to other scheduled deliveries. If shipments are delayed by Customer for any reason, payment will become due from the date on which GEOBORDERS is prepared to make shipment. GEOBORDERS may ship notwithstanding any contrary instructions from Customer. Otherwise, storage will be at Customer's risk and expense. In the event of default in payment by Customer GEOBORDERS may suspend performance of its obligations; the Customer agrees to pay GEOBORDERS standard late charges of 1.5% per month on any outstanding balance from the date due and until such payment is



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received; and in the event of litigation or collection activity arising out of Customer's non-payment, Customer agrees to pay the reasonable costs and expenses incurred by GEOBORDERS to collect any unpaid balance due or to otherwise enforce the rights of GEOBORDERS hereunder by legal proceedings, including attorney's fees.

### 8. DELIVERY, TITLE AND RISK OF LOSS

Delivery time quoted is GEOBORDERS's best approximation and shall begin at acceptance of the Customer's Purchase Order and Customer's down payment in the amount agreed in the contract. Unless otherwise specifically provided, delivery of the Goods shall be made FCA or EXW (named location or manufacturing facility), at which time the title and risk of loss shall pass to the Customer, notwithstanding the fact that GEOBORDERS may have selected the carrier. Freight and handling charges are to be either remitted in advance or collected under a confirmed, irrevocable Letter of Credit as outlined above. All shipments are subject to availability and all references to dates are references to delivery FCA or EXW (Incoterms, 2000). Regardless of any provisions for payment of freight or insurance by GEOBORDERS title to product transfers and Customer assumes all risk of loss upon delivery of product by GEOBORDERS to the initial carrier. Insurance will be provided by GEOBORDERS upon request and the cost of insurance will be collected with freight and handling charges. In the absence of instructions to the contrary, GEOBORDERS, on behalf of the Customer, will select the carrier but will not be deemed thereby to assume any liability in connection with the shipment nor will the carrier be construed to be an agent of GEOBORDERS. GEOBORDERS shall in no way be responsible for the safe arrival of the shipment. Claims for loss or damage to Goods in transit must be made to the carrier and not to GEOBORDERS. Customer will be responsible for all storage, rigging, drayage and other charges to and at Customer's site. In any case where Goods are sold on the basis of any other international trade term, the meaning of such term contained in INCOTERMS (2000) shall apply. In the case that the Contract involves more than one delivery, and default is made in payment on the due date, GEOBORDERS shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Customer. Customer hereby grants GEOBORDERS a security interest in the products and all cash and non-cash proceeds thereof as security for all of Customer's obligations hereunder. Upon request by GEOBORDERS, Customer will promptly execute any instrument required to perfect such security interest; provided that in any event GEOBORDERS is hereby appointed Customer's attorney-in-fact to do all acts which GEOBORDERS deems reasonably necessary or desirable to perfect and continue to perfect such security interest and to protect the collateral.

### 9. DELAYS

If Customer delays shipment, GEOBORDERS may invoice, warranty commences and payments are to be made as though shipment has been made as specified. In the event Customer delays shipment(s), GEOBORDERS will also invoice the Customer for handling and monthly storage fees at the current market rates. These charges will be added to the corresponding invoice and payment in full must be received prior to shipment. GEOBORDERS shall be excused from performance under the Purchase Order and not be liable to Customer for any damages or penalty for delay or for failure to give notice of delay for any reason attributable in whole or in part to any cause beyond its reasonable control, including but not limited to actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labor difficulties or disputes, failure or delay in delivery by GEOBORDERS's suppliers or subcontractors, transportation difficulties and delays, shortage of energy, materials, labor or Equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence. The delivery schedule will be extended by a period of time equal to the time lost because of such delay. Partial failure of performance due to any of the aforementioned causes shall not in itself terminate this contract or excuse any failure by GEOBORDERS to resume all obligations.

### 10. CANCELLATION AND RESTOCKING CHARGES

Cancellation or modification of the Purchase Order will be accepted only with the specific written approval of GEOBORDERS and shall be subject to GEOBORDERS cancellation charges and quantity price adjustments, including the cost of any Goods which in the sole judgment of GEOBORDERS cannot be resold to a third party. In the event the Customer cancels any order or portion thereof with the requisite GEOBORDERS consent; or fails to meet any obligation hereunder, causing cancellation or rescheduling of any order or portion thereof; or requests a rescheduling of scheduled product and such request is accepted by GEOBORDERS, Customer agrees to pay GEOBORDERS a cancellation charge which shall include compensation for specific expenses and costs related to commitments already made in connection with the order, a reasonable allowance for the cost of overhead, general and administrative expenses and profit in accordance with GEOBORDERS's standard



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accounting practices. A minimum of 20% restocking charge will be applicable for those items already in production or in finished goods inventory awaiting shipment to Customer. These charges having been agreed upon not as a penalty, but as LIQUIDATED DAMAGES a result of the difficulty of computing actual damages. Such cancellation/rescheduling charges may be set by GEOBORDERS in its business judgment in each instance. In addition, GEOBORDERS reserves the right to readjust any quoted prices set as a result of the quantities originally ordered to the applicable price for the reduced quantity to be shipped. Orders which contain "special" or "custom" items designed or modified to the Customer's specifications, are essentially non-cancelable and are subject to full recovery costs and profit. Customer may not cancel or reschedule any order or portion thereof after shipment, such orders remain the property of the Customer and subject to payment in full. On customer's request GEOBORDERS may consider buying back the Goods already shipped. The price, terms and condition of such transaction shall be subject of a separate agreement between GEOBORDERS and Customer, taking into account condition of equipment, shipping expense, condition of boxes and the possibility to re-sell the Goods to a third party.

### 11. PACKAGING AND SHIPPING

The Goods shall be shipped in original packaging provided by their respective manufacturers. In some cases for certain goods the Customer shall be required to purchase special packaging to meet specific transportation/handling methods, the cost of such packaging is in addition to the equipment cost and will be separately invoiced to the Customer. GEOBORDERS shall not be liable for any claims as to the quality of original manufacturer packaging resulting from possible damage of the Goods during transportation or handling. The Customer shall determine the mode of transportation, routing and other matters connected with or related to transportation of the Goods, otherwise GEOBORDERS shall accept these responsibilities and the Customer shall agree in full to transportation solution as determined by GEOBORDERS. Shipping dates communicated to the Customer are approximate only. GEOBORDERS does not guarantee any shipping date or time while the Goods are in transit to the specified address. The Customer agrees to allow and accept partial shipments unless expressly prohibited in the contract.

### 12. INSPECTION AND ACCEPTANCE

The Goods are subject to standard inspection and/or testing by manufacturer at a place of manufacture. If Customer requests testing beyond the normal level of activity for routine test activities performed by the manufacturer, the applicable charges shall be invoiced to the Customer. Inspection and acceptance of a product is performed in accordance with supplier/manufacturer's terms and conditions. (a) Customer may inspect the Goods and/or witness testing at the place of manufacture or at such other place as the manufacturer shall designate. Customer's approval or rejection of the Goods must be made prior to shipment, Customer has no right to reject or revoke acceptance of the Goods after shipment. Customer's failure to inspect will constitute acceptance. (b) Unqualified acceptance of the Goods will occur upon delivery, unless GEOBORDERS is notified in writing within ten days from Customer's receipt that the products do not meet specifications or that Customer is making a claim for shortages or other errors in delivery. Failure to give such timely notice constitutes a waiver of all such claims by Customer. GEOBORDERS's sole obligation for any nonconforming products will be limited to repair or replacement, at GEOBORDERS's option, pursuant to the provisions of the foregoing Warranty clause.

### 13. WARRANTY

a. General Warranty Terms All the Goods furnished but not manufactured by GEOBORDERS shall bear original warranties given by such other manufacturers. All warranty claims shall be resolved between the Customer and such other manufacturer. GEOBORDERS shall exercise its best efforts to provide its reasonable assistance to facilitate resolution of warranty issues. Original equipment manufacturer warranty terms and conditions apply. GEOBORDERS shall advise the duration of the warranty period for each product as given by its manufacturer, during which the Customer shall have the right to exercise any and all warranty claims. A warranty period shall commence from date of acceptance or from the date of shipment, whichever comes first. Some individual products may include extended warranties as stated in brochure(s) and extended warranties may be purchased as requested and quoted. The Customer shall notify GEOBORDERS and the manufacturer in writing of any imperfections within the warranty period upon discovery. The manufacturer shall promptly correct such defects by repair or replacement, at its option, without charge, either at manufacturer's plant or service in the field. Upon the request of the manufacturer, the Customer shall return the product, transportation and all other costs prepaid, to the point of delivery specified by the manufacturer. This limited warranty includes the repair, replacement, or refund of parts having such failures, and return shipment to the Customer of such repaired or replacement parts. Replaced equipment during the warranty period are warranted for the balance of the



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original warranty and may be refurbished or reconditioned. This warranty is subject to the following exceptions:

(1) The warranty does not apply to any part of a product if it has been altered, repaired or misused in a way that, in the opinion of the manufacturer, affects the reliability of, or detracts from the performance of any part of the product, or if it is damaged as a result of the use of such part in or in connection with equipment not previously approved by the manufacturer.

(2) The warranty does not apply to any product or parts thereof if its serial number or the serial number of any of its part has been altered, defaced, or removed.

(3) The warranty does not cover damages or losses incurred in transportation or storage.

(4) Specifically excluded from this warranty are Items of characteristically indeterminate life, such as bulbs, fuses, etc.

(5) The warranty does not cover replacement or repair necessitated by loss or damage resulting from any cause beyond the control of the manufacturer, including but not limited to the lightning.

(6) The warranty does not include the furnishing of any labor involved or connected with the removal and/or reinstallation of warranted equipment or parts on site, or any labor required to diagnose the necessity for replacement or repair.

(7) In no event shall GEOBORDERS or the manufacturer be liable to buyer for any indirect, special or consequential damages or lost profits arising from the use of the equipment or products, even if GEOBORDERS or the manufacturer has been advised of the possibility thereof, or for any inability to use them either separated from or in combination with any other equipment or products. The Warranty terms given by a specific manufacturer may deviate from aforementioned General Warranty terms. GEOBORDERS shall inform the Customer about such deviations in due way. b. The warranty, as stated herein, is in lieu of all other warranties, expressed, implied, or statutory, including those of merchantability and fitness for a particular purpose, and GEOBORDERS neither assumes nor authorizes any person to assume for it any other obligation or liability to any person in connection with the sale or use of products provided to the Customer. The Customer shall pass on to any purchaser, lessees, or other user of products, the aforementioned warranty, and shall indemnify and hold GEOBORDERS harmless from any claim or liability of such purchaser, lessees, or user based upon allegations that the buyer, its agents, or employees have made additional warranties or representations as to product preference or use. c. A fixed charge established for each product will be imposed by the manufacturer for all equipment returned for warranty that is determined by the manufacturer to be operating to specification and exhibiting no faults.

#### 14. SOFTWARE LICENCE AND SUBLICENCE

a. "Software" means any program in machine readable code (howsoever provided by GEOBORDERS to Customer), and intended to be loaded into the memory of a processor unit(s), which provides operating instructions and user-related application instructions (as well as associated documentation used to describe, maintain and use such programs), incorporated in any of the products or supplied to Customer for use on or in connection with any of the products; however, Software shall not mean any source code. b. GEOBORDERS grants to Customer a non-exclusive, non-transferable license to use the software and related documentation ("Software") provided hereunder. The Software may include software and documentation that are owned by third parties and distributed by GEOBORDERS under license from the owner. If Customer is a reseller of the software purchased under this agreement, this license is assignable only to Customer's customer, subject to GEOBORDERS's written authorization and only if the end customer is bound in writing to such sub-license terms that offer no less degree of protection to GEOBORDERS's (or its licensor's) interest in the Software as those set out below. Customer shall retain a copy of such end customer agreement for GEOBORDERS's inspection. c. Set out below are the terms and conditions of the software license granted by GEOBORDERS to Customer. In sub-licensing software to its customers, Customer shall incorporate in such sub-licenses terms which offer no less degree of protection than those set out below: (i) The Software and the documentation are unpublished copyright works and may be used on any installation with a configuration mentioned in the Agreement, provided the Software is in use on only one installation at any one time. (ii) Neither the Software nor the documentation may be copied in whole or in part, except for backup and archival purposes. (iii) The copyright notices and trademarks contained in the Software, on the data medium, and in the documentation as supplied to Customer must appear on all copies made by Customer. (iv) Save for Customer's right to grant sub-licenses to its customers to use the Software in object code form, Customer may not transfer part, download, or in other way make available to others the Software and the documentation delivered to it. (v) Customer shall not have the right to modify, disassemble or decompile the Software or to create derivative works based on the Software, save as provided under applicable laws. (vi) GEOBORDERS does not warrant that the operation of the Software will be error free. All reasonable efforts will be used to correct any defects reported to GEOBORDERS in writing and exclusive of defects caused by physical defects in Software disks due to mishandling or operator



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error. No warranty applies if failure of the Software has resulted from misuse or misappropriation. d. Customer will be responsible for costs of installing software upgrades supplied by GEOBORDERS.

### 15. Export and Re-export Restrictions

Performance and delivery of equipment, Goods, documents, services and Software sold or delivered hereunder are subject to export control laws and regulations of the United Kingdom, as applicable, and conditioned upon receipt of required UNITED KINGDOM Government licenses and approvals by GEOBORDERS. Regardless of any disclosure made by Customer to GEOBORDERS of an ultimate destination of the product(s), Customer will not export, either directly or indirectly, any product(s) or other equipment incorporating such product(s) without first obtaining a license from the UNITED KINGDOM Department of Commerce or any other agency or department of the United Kingdom Government, as required. Customer will use its best efforts to insure that none of the products and technical data will reach any country where UNITED KINGDOM laws would forbid GEOBORDERS to market or distribute the products. The Customer's obligation to adhere to UNITED KINGDOM export and import laws and regulations shall survive the expiration or termination of this Agreement.

### 16. EXPORT AND IMPORT DOCUMENTS

Customers shall be responsible for obtaining any necessary import licenses into the country of delivery. GEOBORDERS shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for Customer to import the products. Customer shall provide all information, certificates and Letters of Assurance necessary for GEOBORDERS to obtain any export licenses required for GEOBORDERS to export the products to the country of delivery and the ultimate end user. GEOBORDERS shall be responsible for selection and/or approval of freight forwarder(s). In the event that Customer chooses to utilize a freight forwarder that is not acceptable to GEOBORDERS, Customer shall be the shipper of record and shall be responsible for obtaining required export licenses which shall be in the name of the Customer.

### 17. CONFIDENTIALITY

a. Customer and GEOBORDERS each agree to use the other's Confidential Information (defined below) it receives or otherwise obtains solely for purposes of benefiting the business relationship between them. The receiving party ("Recipient") shall not duplicate any Confidential Information of the other party ("Disclosing Party") except as may be strictly necessary in furtherance of that purpose. The Recipient agrees to maintain all of the Disclosing Party's Confidential Information it receives or otherwise obtains in confidence, using at least that standard of care which it accords its own Confidential Information to protect the Disclosing Party's Confidential Information. The Recipient agrees not to disclose the Disclosing Party's Confidential Information to any other party except those of the Recipient's directors, officers, employees, agents, consultants, advisors and affiliates (collectively, "Agents") involved in furthering that purpose whose duties justify the need to know such Confidential Information. The Recipient's Agents who are to receive Confidential Information shall be advised of the confidential nature of the Confidential Information and shall have agreed in writing to be bound by the terms of this Section. The Recipient agrees that at no time shall it or its Agents use or knowingly permit any other person or entity to examine, use, or derive benefit from the Confidential Information. These obligations will survive for a period of ten years from the date of the relevant disclosure or for such longer period as such Confidential Information may be entitled to legal protection from disclosure by operation of law. b. "Confidential Information" means information in its broadest sense, including but not limited to computer programs, databases, trade secrets, know-how, inventions, improvements, discoveries, techniques, business and marketing records, merchandising and marketing techniques, plans and data, strategies, new products, financial data, budgets, projections, work papers, files, contracts, client and supplier information and lists, schematic diagrams, and product price lists and quotations; provided, however, that this Section 17 shall not apply to Confidential Information which (i) is or becomes generally available to the public other than as a result of disclosure by or through the Recipient or its Agents; (ii) was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party as evidenced by documentation in the Recipient's possession (unless the Recipient knows that such Confidential Information is subject to another confidentiality agreement); (iii) becomes available to the receiving party on a non-confidential basis from a source other than the Disclosing Party (unless the Recipient knows that such Confidential Information is subject to another confidentiality agreement); or (iv) was developed by or for the Recipient independently of and without reference to any of the Disclosing Party's Confidential Information. Any Confidential Information developed by GEOBORDERS (alone or jointly with Customer) in connection with any Products or services provided by GEOBORDERS will be the exclusive property of GEOBORDERS. c. Upon the Disclosing Party's request, the Recipient shall immediately (i) return all Confidential Information it has received, including tangible items containing or representing Confidential Information and all copies thereof made by such party or its Agents; (ii)



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erase or destroy all Confidential Information it has received which is contained in computer memory or data storage apparatus; and (iii) destroy all materials incorporating or based on such Confidential Information which were prepared by or for such party or its Agents. d. Notwithstanding the foregoing, either party may disclose any Confidential Information to the extent required by a valid subpoena or order issued by a court of competent jurisdiction or by a governmental body, provided that the party subject to such requirements shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances relating to the requirement, if permitted by law; and (ii) cooperate with the Disclosing Party in asserting objections or providing a defense to such requirement or obtaining a protective or equivalent order. Customer and GEOBORDERS agree that the obligations under this Section 17 are of great importance to GEOBORDERS and form a substantive condition of any transaction by it. Since monetary compensation may not adequately cover the failure of such obligations, Customer and GEOBORDERS specifically agrees to submit to injunctive relief from the courts where suitable and adequate relief may be obtained in order to give effect to these confidentiality obligations.

### 18. PATENT AND COPYRIGHT IDEMNIFICATION

All the claims alleging that Customer's use or other disposition of the Goods furnished but not manufactured by GEOBORDERS infringes a United Kingdom patent or copyright shall be resolved between the Customer and such original equipment manufacturer. GEOBORDERS shall not be liable to and shall not indemnify the Customer with respect to any alleged intellectual property right infringement or trade secret violation by the Goods, and GEOBORDERS shall in no event be liable for loss of use or for incidental, indirect or consequential damages, whether in contract or in tort, by virtue of any such infringement or violation. If Customer receives a claim alleging that Customer's use or other disposition of product provided but not manufactured by GEOBORDERS infringes a United Kingdom patent or copyright, the Customer shall promptly notify GEOBORDERS and corresponding product manufacturer in writing about such claim. If the original manufacturer determines that its product infringes a patent, on its sole discretion it will defend such action at its expense and will pay the costs and damages awarded against Customer in such action, provided that the manufacturer will have sole control of and authority with respect to the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against Customer's use of the product or if in manufacturer's opinion the product is likely to become the subject of claim or infringement, the manufacturer will, at its option and at its expense: procure for Customer the right to continue using the product; or replace or modify the same so that they become non-infringing; or accept return of the product and refund or credit the amount of the original net purchase price, less a reasonable charge for depreciation and damage. The manufacturer shall not have any liability if the alleged infringement is based upon: (a) use or sale of the product in combination with other products or devices or or software not made, applied, or approved by the manufacturer if the combination causes the infringement; (b) use of the product in practicing any process; or (c) the furnishing to Customer of any information, service or other assistance. No costs or expenses will be incurred for the account of the manufacturer without the prior written consent of the manufacturer. In no event will the manufacturer's total liability to Customer under or as a result of compliance with the provisions of this clause exceed the sum paid to the manufacturer by Customer for the allegedly infringing product. This Section states the entire liability of manufacturer for any infringement of patent, copyright, trademark, trade secret, or other intellectual property rights. Customer will defend, indemnify and hold the manufacturer harmless against any loss, damages, costs, fees (including attorneys' fees) and expenses awarded against or incurred by the manufacturer for alleged infringement of any patents, copyrights, trademarks, or other intellectual property rights of any person or entity which result from the manufacturer's use of or compliance with Customer's designs, specifications or instructions or which result from product modified by Customer or its customer, or any other third party.

### 19. LIMITATION OF LIABILITY

a. LASERSATCOM'S TOTAL LIABILITY IS LIMITED TO THE NET PRICE OF THE PRODUCTS SOLD HEREUNDER, EXCLUDING ANY CHARGES STATED SEPARATELY FROM THE PRODUCT PRICE ON THE INVOICE LESS THE PRICE OF EQUIPMENT DELIVERED AND RETAINED BY CUSTOMER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR LIABILITY

OF ANY KIND, INCLUDING NEGLIGENCE, WITH RESPECT TO THE PRODUCTS, SOFTWARE, AND DOCUMENTATION FURNISHED HEREUNDER IS LIMITED TO THE REQUEST FOR GEOBORDERS, AT GEOBORDERS'S OPTION, TO REFUND THAT NET PRICE FOR THE ITEMS AND MATTERS INVOLVED, EXCEPT THAT IN THE CASE OF A BREACH OF WARRANTY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO RETURN THE PRODUCT TO ITS ORIGINAL MANUFACTURER/SUPPLIER FOR REPAIR OR REPLACEMENT IN ACCORDANCE WITH THE "WARRANTY" TERMS AND CONDITIONS OF SUCH ORIGINAL MANUFACTURER. b. WITH RESPECT TO SERVICES, GEOBORDERS'S LIABILITY FOR ANY SERVICE IS LIMITED TO THE RE-PERFORMANCE OF THE



“A GEOBORDERS GROUP COMPANY”

1995-2005

## GEOBORDERS SATELLITE LTD

N.3 More London Riverside  
SE1 2RE London, UK  
Company number: 07074848  
VAT number: GB 984488553  
Tel: +44-(0)20.3051.3846  
Fax: +44-(0)330.684.0307  
E: satellite@geoborders.com  
Url: www.geoborders.com

SERVICE. c. IN NO EVENT WILL GEOBORDERS BE LIABLE TO CUSTOMER FOR (I) RE-PROCUREMENT COSTS; (II) INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; (III) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF PRODUCTS FURNISHED BY GEOBORDERS, WHETHER IN AN ACTION OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, EVEN IF GEOBORDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. d. NO ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED, OR MORE THAN EIGHTEEN (18) MONTHS AFTER SHIPMENT GIVING RISE TO THE BREACH, WHICHEVER IS LONGER, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN EIGHTEEN (18) MONTHS OF THE DATE OF LAST PAYMENT.

### 20. GENERAL PROVISIONS

a. These terms and conditions supersede all previous communications, transactions, and understandings, whether oral, or written, and constitute the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification, or deletion of, or addition to these terms shall be binding on either party unless made in writing and signed by a duly authorized representative of both parties.

**THESE TERMS AND CONDITIONS WILL PREVAIL AND GOVERN NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ORDER OR OTHER DOCUMENT SUBMITTED BY CUSTOMER, ALL OF WHICH WILL BE DEEMED NULL AND VOID. DEVIATIONS FROM THESE TERMS AND CONDITIONS ARE NOT VALID UNLESS CONFIRMED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GEOBORDERS.**

b. The rights and obligations under these terms and conditions may not be assigned in whole or in part without GEOBORDERS's prior written consent and any attempt to do so without such consent will be void.

c. These terms and conditions will be governed by and construed in accordance with the English Laws of United Kingdom and shall be subject to the exclusive jurisdiction of the English courts without reference to conflict of laws principles and not including the United Nations Convention on Contracts for the International Sale of Goods. CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM. Any controversy or claim arising out of or relating to these terms and conditions or any matter or transaction contemplated hereby or based on the business relationship between GEOBORDERS and Customer shall be settled through negotiations. In event of any dispute under the Contract the Company and the Buyer shall make efforts in good faith to resolve it by negotiation and in the event that agreement cannot be reached the dispute will be settled by a single independent arbitrator to be appointed by agreement and in the absence of agreement to be appointed by the International Chamber of Commerce. The seat of the arbitration shall be London and it shall be held in the English language.

Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not. The Company reserves the right, without prejudice to any other remedy, to cancel any uncompleted order or to suspend delivery if the Company is of the opinion that the Buyer will not meet its commitments under the Contract. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

d. Customer will pay to GEOBORDERS all costs, fees and expenses (including attorneys' fee) incurred by GEOBORDERS in enforcing, or attempting to enforce, any of its rights under these terms and conditions or any contract of sale between them. e. All rights and remedies, whether conferred hereby or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any





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E: [satellite@geoborders.com](mailto:satellite@geoborders.com)  
Url: [www.geoborders.com](http://www.geoborders.com)

contract terms will not be deemed a waiver of future enforcement of that nor of any other term. If any provisions of this contract are held invalid under any applicable law, rule, regulation or treaty, such invalidity will not affect other provisions of this contract which can be given effect without the invalid provisions and to this end, the provisions of this contract are declared to be severable. Notwithstanding the above, such invalid provision or clause will be construed, to the extent possible, in accordance with the original intent of the parties. f. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by GEOBORDERS will be subject to correction without any liability on the part of GEOBORDERS. g. Where products include radio frequency communications equipment, certain regulations of telecommunications regulatory authorities apply. It is the sole responsibility of the Customer to ensure compliance with all such regulations and all other applicable laws and rules and to procure and maintain at its own expense any relevant license from such regulatory authority to install, operate and maintain the equipment. h. GEOBORDERS makes no promise or representation that the products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by a duly authorized employee of GEOBORDERS. Prices do not include the cost of any inspections or permits. i. GEOBORDERS reserves the right to sub-contract at its discretion any part of the work or the supply of any Goods and/or Services for which it provides a quotation. j. GEOBORDERS and Customer are independent contractors, and their relationship is not one of principal and agent. No act or obligation of either party is in any way binding upon the other party. k. All notices shall be in writing and shall be delivered or sent by registered, certified or express mail, return receipt requested, to the addresses indication in this Agreement or to such other addresses as the parties shall specify by giving notice pursuant hereto.

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