

GLOBALSTAR EUROPE SATELLITE SERVICES LTD TELEPHONE AND ACCESSORIES WARRANTY

Globalstar Europe Satellite Services Ltd (herein after referred to as GESS) hereby warrants, subject to the conditions herein below set forth in paragraphs numbered "1" through "8", that should this product become defective by reason of improper workmanship or material during the specified warranty period(s), an authorized GESS Service Centre will repair the same affecting all necessary parts replacement, without charge for either parts or labour.

1. For a period of one (1) year from original purchase from GESS or an authorized GESS Dealer, a GESS Service Centre will repair the affected satellite telephone without charge for parts or labour.

2. For a period of one (1) year from original purchase from GESS or an authorized GESS Dealer, a GESS Service Centre will repair the affected accessory(ies) (i.e. cables, car kits, cords, casings, and straps), without charge for parts or labour.

3. For a period of six (6) months from original purchase from GESS or an authorized GESS Dealer, a GESS Service Centre will repair the affected battery(ies), without charge for parts or labour, provided that such express warranty for batteries is not valid if, (i) the batteries are charged by other than GESS-approved battery chargers specified for the battery type, (ii) any other seals on the battery are broken or show evidence of tampering or, (iii) the battery is used in equipment other than the satellite telephone product for which it is specified.

4. This warranty applies to the product from the original date of purchase from GESS or an authorized GESS Dealer. The owner must furnish proof of original purchase to receive any service from the authorized GESS Service Centre. Further, this warranty does not cover the cost of removal or reinstallation or costs associated with the operation of this unit or any other charges levied by the provider of satellite service; any damage due to accident, misuse, abuse or negligence; any damage suffered through environmental conditions, improper testing, maintenance, operation, installation, adjustment or any alteration or modification of any kind; breakage or damage to antenna unless caused directly by defects in material or workmanship.

5. The serial number on the unit must not have been altered or removed. The unit must not have been operated contrary to the instructions contained in the owner's manual or by the applicable government body regulating and governing the use of such radio communications equipment, or used as a rental unit at any time prior to or after original purchase at retail. The opinion of GESS with respect to this matter shall be final.

6. The unit must be shipped prepaid, or delivered to one of the authorized GESS Service Centres in Canada in either its original package or similar package affording an equal degree of protection and with instructions indicating a location within Canada to which the unit must be returned. The repaired unit will be returned prepaid to the customer's authorized GESS Dealer. All accessories that are enclosed with the unit must be individually listed on the packing slip for the shipping documentation. Neither GESS nor the authorized GESS Service Centre shall have any liability whatsoever for loss or damage to such accessories if they are not listed. Defective accessories should be returned to the authorized GESS Service Centre as a separate repair item.

7. This warranty does not extend to broken or damaged cabinets, accessories (except as provided herein), exposed antenna, and to parts wearing out due to normal wear and tear. This warranty does not cover regular product maintenance such as cleaning, lubrication, or check-ups. This warranty is valid only in Canada for products purchased from

GESSor authorized GESSDealers.

8. This warranty does not cover: (a) Defects or damage resulting from use of the equipment in other than its normal and customary manner, (b) Defects or damage resulting from misuse, accident, or neglect, (c) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment, (d) Breakage or damage to antennas unless caused directly by defects in material or workmanship, (e) Equipment disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim, (f) Equipment which has had the serial number removed or made illegible, (g) Defects or damage due to spills of food or liquids, (h) Control unit cords that are stretched or have the eight(8)- pin modular tab broken, (i) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to Customer normal use, (j) Leather accessories, specifically carrying cases and briefcases (which are covered under a separate manufacturer's warranties), (k) Products rented on a month to month basis, (l) The control unit keypad assembly, control unit displays, and control unit coil cords and intercabling are not covered after the first year from purchase or activation.

9. This warranty does not extend to persons other than the original purchaser who purchases the satellite telephone or accessory from GESSor an authorized GESSDealer.

10. General provisions: This warranty sets forth GESS's responsibilities regarding the equipment. Repair, replacement, or refund of the purchase price, at GESS's option is the Customer's exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSWARRANTIES, IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, IN NO EVENT SHALL GESSBE LIABLE FOR ANY DAMAGES IN EXCESSOF THE PURCHASE PRICE OF THE EQUIPMENT, OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS THE CELLULAR CARRIER IS NOT CONTROLLED BY GESS, NO WARRANTY IS MADE AS TO, AND GESSASSUMESNO RESPONSIBILITY AND LIABILITY FOR THE CARRIER'S RANGE, COVERAGE, DESIGN, GRADE OF SERVICE, AUDIO QUALITY, EQUIPMENT COMPATIBILITY, SYSTEM DOWN-TIME, OR BILLING PRACTICES.

11. This warranty gives the customer specific legal rights and the customer may have other rights that vary province to province.

Except to the extent prohibited by applicable law, no other warranties, whether express or implied, including warranties or merchantability and fitness for a particular purpose, shall apply to this unit; under no circumstances shall GESSor the authorized GESSService Centre be liable for consequential damages sustained in connection with said unit and GESSneither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than such as expressly set forth herein.

For warranty service, please return the product with receipt of purchase to your Authorized GESSdealer. They will arrange for your GESS product to be serviced or call our Customer Care Centre at 1-877-GLBLSTAR (1-877-452-5782) for more details.