

Service and Warranty Terms and Conditions of TechSAT GmbH

1. General

TechSAT grants warranty as required by legal liability for defects and, with priority, according to § 6 of TechSAT's General Terms and Conditions of Business (TS-AGB-EN) for:

- TechSAT products
- TechSAT software
- TechSAT system solutions

2. Ticketing System

TechSAT provides the customer access to its ticketing system to be used as the sole method to submit a notice of defect. After active registration authorized customer personnel can enter notices of defect in the form of tickets into the ticketing system and thus initiate, monitor, and actively support the processing of the ticket.

TechSAT starts processing the ticket as soon as the notice of defect has been completely submitted (cf. "Customer Cooperation"). The notice is considered complete if all information required for the creation of a ticket has been entered by the customer (cf. VA8.1.6_Ticketing-Processing-external-en).

3. Customer Cooperation

After detecting a defect, the customer notifies TechSAT in time using TechSAT's ticketing system. The customer's description of the defect entered into the ticketing system is proof that a defect actually exists (cf. § 6 in TS-AGB-EN TechSAT's GTC document). The customer also ensures that the problem is not caused by an operator error as defined by § 6.5 of TS-AGB-EN TechSAT's GTC document). In case of doubt, the obligation to provide proof lies with the customer.

The customer provides a scenario that allows TechSAT to reproduce the reported problem. Problems that cannot be reproduced are excluded from warranty.

If TechSAT notifies the customer that it requires access to the objected warranty item, the customer must provide access to it in a suitable way and within a reasonable period of time.

4. Change Requests

During the warranty period the customer can request a proposal for a change of or extension to the item under warranty using TechSAT's ticketing system.

The drafting of the proposal is started by fully clarifying the required change or extension, taking into account possible interactions with the existing technical conditions.

TechSAT reserves the right to reject a request for a proposal if technical, human resource, economic, or strategic issues require so. TechSAT is not obliged to justify its rejection.

The submitted ticket will be closed if

- TechSAT rejects to make a proposal
- the customer does not accept the proposal
- a change request has been submitted, and the change, or extension, has been implemented, concluded, and accepted.

If the customer rejects a requested proposal, TechSAT reserves the right to charge the customer for the cost of drafting the proposal.

5. Return Material Authorization (RMA)

In case of a defect of a single component the customer can return the component to TechSAT for repair or replacement.

To this end, the customer submits a notice of defect using TechSAT's ticketing system in response to which he is given an RMA number to be used as reference when returning the component to TechSAT. The customer is responsible and bears the cost for the shipment of the defective merchandise to TechSAT.

After receipt of the shipment, TechSAT conducts a cost estimate and decides autonomously whether to repair or replace the returned merchandise.

After completion of the repair, or availability of a spare part, and execution of a functional test, the merchandise is sent back to the customer including the test report. TechSAT

is responsible and bears the cost for the return shipment.

6. Software Updates

During the warranty period the customer is entitled to download and install software updates for purchased and paid software products and major releases if such updates are available. TechSAT is not obliged to provide the customer with regular updates. However, the customer has a right to a software update if a notice of defect exists that TechSAT has acknowledged. If the customer requests support using TechSAT's

ticketing system, TechSAT will assist the customer in deciding whether an update shall or can be installed.

The customer is responsible for performing the update, for the backup of data, and for the results of the update execution.

Software updates are made available to the customer on a download portal upon request via TechSAT's ticketing system.

In some cases a software update also requires a license update.