



Roadpost - Iridium Extended Warranty Plan

Terms and Conditions

Throughout this document, the words “we,” “us”, “our” and “Roadpost” means Roadpost Inc. The word “Plan” refers to the Extended Warranty Plan. The words “you” and “your” (whether or not capitalized) refer to the purchaser of this Plan. The words “product” or “products” refer to the Iridium 9555, Iridium Extreme and Iridium GO! handset and/or accessories covered under this Plan.

Product Eligibility:

This Plan only covers products purchased from Roadpost or an authorized Roadpost dealer for which you have paid the Plan purchase price, and is currently being used with a monthly subscription or prepaid card purchased from Roadpost. All original invoices are required for any product repairs, replacements, exchanges or credits.

Duration of Plan:

Coverage commences on the original product purchase date and will continue for three (3) years from that date, except in those events outlined in the Replacement Products, No Lemon Policy, Replacement Guarantee and Cancellation sections.

Manufacturer’s Responsibility:

This Plan complements but does not replace the manufacturer’s warranty. Parts and services covered by the manufacturer’s warranty are the responsibility of the manufacturer only. During the term of the manufacturer’s warranty the Plan provides certain additional benefits for which the manufacturer does not provide coverage. The additional benefits are listed in these Terms and Conditions.

Coverage:

This Plan covers manufacturer’s defects in materials and workmanship that reveal themselves in normal usage. Services performed under this Plan will consist of labour and the replacement of parts necessary to restore your product to normal operating condition. At our option, replacement parts may be new, refurbished or non-original manufacturer’s parts that perform to the manufacturer’s specifications for the product. We may also replace your product with a refurbished product of the same model.

Transferable:

This Plan is non-transferable with the product. The Plan holder must have original documentation to receive service.

Replacement Guarantee:

If a repair takes us longer than 15 business days to complete, we will replace it with a new or refurbished product of similar features and functionality, or issue a refund for the current replacement value, not to exceed the original purchase price at our discretion and subject to the limitations noted in the “Coverage” and “Replacement Product” sections above. The 15-day service period begins when the product arrives at Roadpost and ends when we ship the product back to you. The Plan will immediately

be deemed fulfilled and will end on the date of the replacement with a new product or issuance of a refund.

General Exclusions:

This Plan does NOT cover:

1. maintenance, repair or replacement necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including but not limited to, theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, transportation damage (except damage incurred by authorized shipment of product(s) to and from Roadpost), improper equipment modifications, vandalism, spilled liquids or other water damage, software generated problems or acts of nature or any other peril originating from outside of the product;
2. batteries;
3. unauthorized servicing and transportation charges;
4. products used by the public or used as a lease or rental;
5. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
6. fees related to third party contracts;
7. or "no problem found" type diagnosis and intermittent errors that cannot be reproduced.

Refund or Replacement with New Product:

At our option, we may replace your product with a new product of similar features and functionality, or we may issue a refund for the current replacement value, not to exceed the original purchase price. Technological advances may result in a replacement product with a lower selling price than the original product. If the replacement or refund occurs after the date of expiry of the manufacturer's warranty and during the term of this Plan, then the Plan will immediately be deemed fulfilled and will end on the date of the replacement with a new product or issuance of a refund.

Repair Service:

All Plan repairs will be performed at an authorized service centre, and will require that the product be returned to Roadpost in compliance with our standard Return Merchandise Authorization process. To arrange a repair, please call Roadpost Technical Support at 1-888-622-7368. We will first attempt to clarify the problem or diagnose the fault. If applicable, you are responsible for the cost of shipping the product to Roadpost, and Roadpost is responsible for the cost of returning the product to you.

Accessory Coverage:

This Plan provides coverage for accessories and peripheral devices ("Accessories") that come with your product in the original manufacturer's package. Examples of accessories include charging devices, auxiliary antenna and headsets. If the fault diagnosis determines the problem is related to an accessory, then a replacement may be mailed to you. We may request that you first ship the defective accessory to Roadpost.

No Lemon Policy:

During the term of the Plan, if we repair your product or replace it with a refurbished product three times, and the product then requires a fourth repair, we will replace it with a new product of similar features and functionality, or issue a refund for the current replacement value, not to exceed the original purchase price, at our discretion and subject to the limitations noted in the “Coverage” and “Replacement Product” sections above. You must return the original product and purchase invoices to us. One service request number, requiring functional part(s) repair/replacement is the equivalent of one repair. The Plan will immediately be deemed fulfilled and will end on the date of the replacement or issuance of a store credit.

Specific Exclusions:

The No Lemon Policy does not apply to services that (a) are resolved by minor soldering or repair of loose wires; (b) do not result in a physical repair such as cleanings or customer education; (c) consist of the replacement or repair of accessories; or (d) consist of reloading or servicing product software or firmware. The replacement guarantee does not apply to preventative maintenance checks, cleanings, customer education, repairs or replacements of accessories including but not limited to batteries, docking stations, or other similar parts, or any repairs performed outside Canada.

Cancellation:

We may cancel this Plan at our option on the basis of (a) fraud or misrepresentation; (b) rental use of the product; or (c) an unauthorized repair of a product. You may cancel this Plan for any reason at any time within thirty (30) days of purchase and receive a full refund of the Plan price, less the cost of claims paid (if any). To receive your refund, you must deliver the cancellation request along with this document and all original invoices to Roadpost (if purchased directly from Roadpost) or the authorized Roadpost dealer where you purchased the product. After thirty (30) days, no refund will apply. No cancellation fee applies to this Plan.

Entire Agreement:

Your original purchase invoice and these terms and conditions set forth the entire agreement and supersede all prior negotiations, understandings and agreements concerning the subject matter. No oral or written representations, warranties or conditions and no amendment or modification of these terms and conditions will be binding except by a written agreement signed by the party to be bound thereby.

Quebec Residents:

You have specifically requested the English version of this Performance Service Plan, a French version of which is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan de service de performance et la version française est disponible sur demande.