



MODEM SALES & WARRANTY AGREEMENT (Form No. G-MAX 02)

This Sales Agreement and Warranty ("Agreement") is entered into by and between Galaxy Wireless Communications Limited, of Arcade Club Suites, Plot 68 1st Avenue, Off Shehu Shagari Way, CBD, Abuja ("**Company**")

and

("Customer").

1. **Sale of Equipment.** Customer hereby agrees to purchase from Company the equipment (the "Equipment") as per Form No. G-MAX 01 / G-MAX 01A set forth as follows:

<u>Modem/Equipment Type</u>	<u>Mac Address (EID)</u>
_____	_____
_____	_____
_____	_____
_____	_____

2. **Price.** The price and time for payment for the Equipment (all above) is as follows:

<u>Price</u>	<u>When Due</u>	<u>Delivery Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any amounts payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 2.00% per month from the due date until such amount is paid.

3. **Delivery.** Company shall use its reasonable efforts to deliver the Equipment to Customer on the delivery date set forth in Section 2. Delivery shall be made F.O.B. at the Company's office within the signal coverage area and if the delivery is to be made beyond the said office it shall attract a delivery charge of **N**-.....

4. **Installation & Operation of the Equipment.**

4.1 Company's engineers shall install the equipment at Customer's site. The Customer site shall be ready with all required indicated items like computer, server, UPS, etc., including the equipment mentioned here above.

4.2 Customer shall be responsible for operation of the Equipment. Customer shall operate the Equipment in a reasonably competent manner and in compliance with the guidelines given by the company's engineers.

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Company

Customer



5 Disclaimers and Warranty.

- 5.1 Company warrants to the original purchaser of Equipment that for the Warranty Period (as defined below), the Equipment will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper operation and maintenance of the Equipment in accordance with installation instructions explained to Customer. Customer must make warranty claims in writing within Ten (10) days of the manifestation of a problem. Company's sole obligation under the foregoing warranty is, at Company's option, to repair, replace or correct any such defect that was present at the time of delivery, or to remove the Equipment and to refund the purchase price to Customer.
- 5.2 The "Warranty Period" begins on the date the Equipment is delivered and continues for a period of 12 (twelve) months.
- 5.3 The warranty is provided by the Original Equipment Manufacturer and upon expiry of the warranty; the customer is advised to sign up an Annual Maintenance Contract (AMC) with the company. In the absence of AMC, the customer shall pay the repair charges as indicated by the company in advance and also including the spare parts used for replacements.
- 5.4 An authorized Company service representative must conduct any repairs under this warranty. Excluded from the warranty are problems due to accidents, misuse, misapplication, storage damage, negligence, or modification to the Equipment or its components. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Equipment except as set forth herein.
- 5.5 Company warrants that the equipment may be of proprietary in nature and may not be used with other service providers and disclaims any warranty of merchantability and / or fitness for a particular purpose.

THE WARRANTY IN SECTION 5 ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6 Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Signed by

Galaxy Wireless Communications Ltd.

Customer

Date:

Initialed by

Company

Customer