



All Amber Connect Products are covered by the limited warranty described below.

Limited Warranty

Amber Connect will honor the Manufacturer's warranty that Products will be free from defects in material and workmanship for the applicable warranty period and that the Products will operate substantially according to specifications for a period of one year after the date of purchase.

Scope Of Limited Warranty

This Limited Warranty applies to Amber Connect products purchased directly from Amber Connect, or through an authorized dealer, distributor or reseller. This Limited Warranty extends only to the initial purchaser /end user of the Product.

Warranty Procedures And Remedies

During the applicable warranty period, if a customer is unable to resolve a product problem and Amber Connect Technical Support Team determines the product is defective, a Return Material Authorization (RMA) will be issued by the Amber Connect TST. Following receipt of an RMA number, the customer shall return the product to Amber Connect directly or by courier. Upon verification of the Product's eligibility for replacement under warranty, Amber Connect will replace the product and return it to the customer. If the product is not covered by the warranty, the customer will be required to purchase a new product if they wish to continue to use the Service. No services are handled at the customer's site under this Limited Warranty.

Warranty Periods

The Limited Warranty is valid for a period of one year from the date of purchase from Amber Connect or its authorized reseller or distributor. Customers may be required to provide a proof of purchase as a condition of receiving a warranty service.

The warranty periods for Amber Connect products are stated in the Warranty by Product table below.

Extended Warranty (3 Years)

Extended warranty can be purchased at an additional cost. This warranty is for 3 years from the date of purchase (hereinafter refer to the invoice date or receipt date issued by Amber Connect or its reseller or distributor).

Warranty does not cover:

- Device has exceeded the warranty period or failure to provide a valid invoice or receipt as proof of purchase.
- Damage due to misuse including physical damages or PCB burnout.
- Malfunction of hardware due to unauthorized ROM flashing/system upgrades.
- Normal wearing down of housing or other consumable parts.
- Malfunction or damages to the hardware caused by unauthorized repair, disassembling or alteration by any party other than Amber Connect or its authorized.
- Deliberate short circuit of battery or cut-off of data cable

Replacement:

Free replacement is provided if a manufacturing defect is identified within the first month since the date of purchase.

Maintenance:

- Free repairs are available for items for their functional defects within the warranty period. Shipping cost shall be borne by both parties.
- For malfunction caused by misuse within warranty, Amber Connect would offer maintenance while any material cost for repair shall be borne by the customer. Shipping cost shall be borne by buyers.
- For malfunction beyond the warranty period, Amber Connect may charge a repair fee. Shipping cost shall be borne by buyers.

* Amber Connect reserves the right of final decision on the interpretation.

Warranty Exclusions

No warranty will apply if the Product or Software (1) has been altered, except by Amber Connect; (2) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Amber Connect in the applicable product documentation; or (3) has been subjected to unreasonable physical, thermal or electrical stress, liquid damage, misuse, negligence, accident or act of God. The Limited Warranty also does not extend to any damage, malfunctions, or non-conformities caused by (1) normal wear due to product use; (2) use of non-Amber Connect furnished equipment or software with products; or (3) failure to implement all new updates to Software.

Disclaimer

Except as expressly set forth above, amber connect makes no representation or warranty of any kind, express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement, or warranties or obligations arising from a course of dealing, usage or trade practice. Further, amber

connect does not warrant that its software is error free or that end users will be able to operate the software without problems or interruption.

Limitation Of Liability

Your exclusive remedy for any defective product is limited to the replacement of the defective product.

In no event will Amber Connect or its affiliates be liable for any loss of use, interruption of business, lost profits, or lost data, or indirect, special, incidental or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if amber connect or its affiliate has been advised of the possibility of such damage, and whether or not any remedy provided should fail of its essential purpose. The total cumulative liability to an OEM manufacturer or end user, from all causes of action and all theories of liability, will be limited to and will not exceed the purchase price of the product. In addition, amber connect shall not be liable for customer's or any third party's software, firmware, information, or memory data contained in, sorted on, or integrated with any product returned to amber connect, whether under warranty or not.

General

The laws of Jamaica govern this Limited Warranty.

To the extent there is a conflict between this Limited Warranty and an agreement between Amber Connect and a distributor, reseller, OEM manufacturer or end user, the terms of the agreement will prevail. If any provision of this Limited Warranty is determined to be unenforceable or invalid by court decision, the policy will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

Amber Connect is not responsible for any warranty, support or maintenance commitments made by its distributors, resellers or other service providers. Amber Connect reserves the right to amend or change this policy in its sole discretion at any time.

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