



Warranty

AMB warrants that, for a period of three (3) years from the date of shipping the decoders and the MYLAPS MX Rechargeable Power Transponder, MYLAPS RC Direct Power Transponder, MYLAPS Kart Direct Power Transponder, MYLAPS Kart Rechargeable Power Transponder, MYLAPS Car/Bike Direct Power Transponder, and MYLAPS Car/Bike Rechargeable Power Transponder covered by this warranty with defects, as determined solely by AMB, caused by faulty materials, workmanship or design will be repaired or replaced, unless such defects were the result of any of the following: shipping; improper installation, maintenance or use; abnormal conditions of operation; attempted modification or repair by the customer or any third party; use of the goods in combination with other items; or an act of God. If repair or replacement of the goods is not possible or economical for AMB, AMB may, at its option, refund the purchase price of the goods or deliver replacement goods at its sole discretion. AMB's liability shall be strictly limited to replacing, repairing or issuing credits at its option.

AMB warrants that, for a period of two (2) years from the date of shipping the MYLAPS ProChip, and the MYLAPS Kart Fixed Power Transponder covered by this warranty with defects, as determined solely by AMB, caused by faulty materials, workmanship or design will be repaired or replaced, unless such defects were the result of any of the following: shipping; improper installation, maintenance or use; abnormal conditions of operation; attempted modification or repair by the customer or any third party; use of the goods in combination with other items; or an act of God. If repair or replacement of the goods is not possible or economical for AMB, AMB may, at its option, refund the purchase price of the goods or deliver replacement goods at its sole discretion. AMB's liability shall be strictly limited to replacing, repairing or issuing credits at its option.

AMB warrants that, for a period of one (1) year from the date of shipping the MYLAPS Onboard Display covered by this warranty with defects, as determined solely by AMB, caused by faulty materials, workmanship or design will be repaired or replaced, unless such defects were the result of any of the following: shipping; improper installation, maintenance or use; abnormal conditions of operation; attempted modification or repair by the customer or any third party; use of the goods in combination with other items; or an act of God. If repair or replacement of the goods is not possible or economical for AMB, AMB may, at its option, refund the purchase price of the goods or deliver replacement goods at its sole discretion. AMB's liability shall be strictly limited to replacing, repairing or issuing credits at its option.

AMB warrants that, for a period of one (1) year from the date of shipping, all other goods covered by this warranty with defects, as determined solely by AMB, caused by faulty materials, workmanship or design will be repaired or replaced, unless such defects were the result of any of the following: shipping; improper installation, maintenance or use; abnormal conditions of operation; attempted modification or repair by the customer or any third party; use of the goods in combination with other items; or an act of God. If repair or replacement of the goods is not possible or economical for AMB, AMB may, at its option, refund the purchase price of the goods or deliver replacement goods at its sole discretion. AMB's liability shall be strictly limited to replacing, repairing or issuing credits at its option.

If the requirements set forth above and described under Remedies and Damages are not complied with, our warranty/guarantee shall not apply and we shall be discharged from all liability arising from the supply of defective goods.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, AMB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY, FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND AMB HEREBY DISCLAIMS THE SAME.

Remedies and Damages

- a) AMB shall not incur any liability under the above warranty unless:
 - i. AMB is promptly notified in writing upon discovery by the customer that such goods do not conform to the warranty, and the appropriate invoice number and date of purchase information is supplied;
 - ii. The alleged defective goods are returned to AMB carriage pre-paid;
 - iii. Examination by AMB of goods shall confirm that the alleged defect exists and has not been caused by unauthorized use (including, without limitation, the use of an AMB decoder with non-AMB hardware) misuse, neglect, method of storage, faulty installation, handling, or by alteration or accident; and
 - iv. With respect to AMB decoders, customer has upgraded the firmware in its decoder within one month after AMB has offered to provide customer with such upgraded firmware.
- b) The customer acknowledges that the goods may include certain firmware imbedded therein. AMB hereby grants a license to customer to use the imbedded firmware in an AMB decoder, but only to the extent the decoder is used in connection with AMB hardware. AMB shall have the right to terminate the license immediately upon written notice to customer in case AMB has a reasonable belief that customer at any time has used the AMB decoder in connection with non-AMB hardware. Further, customer may not copy, compile, reverse compile, disassemble, translate, analyze, reverse engineer or attempt to reverse engineer the firmware, except as permitted by applicable law.
- c) In addition, customer grants AMB the option to repurchase any AMB decoder if AMB has a reasonable belief that customer has used the AMB decoder in connection with non-AMB hardware. The repurchase price shall be the fair market value on the date AMB provides notice to customer that it intends to repurchase the decoder.

The above mentioned warranty/guarantee is irrespective of any rights granted to the buyer of AMB equipment manufactured or sold by AMB i.t. based on the laws of the Netherlands. Any correspondence regarding the above mentioned guarantee must be addressed to AMB i.t.:

AMB i.t.
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