

AMBER CONNECT TERMS AND CONDITIONS FOR SALE OF PRODUCTS

This page (together with our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy) tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website at www.amberconnect.com (our site) to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1. Information about us

1.1 We operate the website Amberconnect.com. We are Amber Connect Limited a company registered in Jamaica under company number 90051 and with our registered office at Units 1-3, 6 Haining Road, Kingston 5.

1.2 Contacting us if you are a consumer:

(a) To cancel a Contract in accordance with your right to do so as set out in clause 9, you can e-mail us at info@amberconnect.com. Please include details of your order to help us to identify it. Your cancellation is effective from the date you send us the e-mail with details including your order # and date of order.

(b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by e-mailing us at info@amberconnect.com.

(c) If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your order.

2. Our Products

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 The packaging of the Products may vary from that shown on images on our site.

3. Use of our site

Your use of our site is governed by our Terms of Website Use and Website Acceptable Use Policy.

4. How we use your personal information

We only use your personal information in accordance with our Privacy Policy.

5. If you are a consumer

This clause 5 only applies if you are a consumer.

5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

6. If you are a business customer

This clause 6 only applies if you are a business.

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

6.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this Contract.

7. How the contract is formed between you and us

7.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Please take the time to read and check your order at each page of the order process.

7.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.3.

7.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.

7.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 12.1, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

8. Our right to vary these Terms

8.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

8.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

8.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

8.4 If we have to revise these Terms as they apply to your order, we will contact you as soon as reasonable practicable for us and let you know how to cancel the Contract if you are not happy

with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges, provided the Products are still in their original state.

9. Your consumer right of return and refund

This clause 9 only applies if you are a consumer.

9.1 If you are a consumer, you have a right to cancel a Contract during the period set out below in clause 9.2 This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund, provided that the Product is still in its original state. If original packaging is damaged, we may charge you a re-stocking fee of 25% of the purchase price.

9.2 Your right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract End of the cancellation period

Your Contract is for a single Product (which is not delivered in instalments on separate days).

The end date is the end of 14 days after the day on which you receive the Product. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.

Your Contract is for multiple Products which are delivered on separate days. The end date is 14 days after the day on which you receive the last of the separate Products ordered. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first of your separate Products on 10 January and the last separate Product on 15 January you may cancel in respect of all of the separate Products at any time between 1 January and the end of the day on 29 January.

9.3 To cancel a Contract, you just need to send an email as provided in clause 1.2(a). You will have given us notice in time as long as you e-mail us before midnight on the last day for which cancellation is allowed.

9.4 If you cancel your Contract we will:

(a) refund you the price you paid for the Products. However, please note we may reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. [See our Returns page for information about what handling is acceptable and examples]. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) refund any delivery costs you have paid, although the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the Product, 14 days after the day on which we receive the Product back from you. For information about how to return a Product to us, see clause 9.7;

(ii) if you have not received the Product 14 days after you inform us of your decision to cancel the Contract.

9.5 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery and reasonable return charges.

9.6 We will only refund you on the credit card or debit card used by you to pay.

9.7 If a Product has been delivered to you before you decide to cancel your Contract:

(a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please see our Returns page for our returns address, [printable returns labels and information about our authorised carrier and how to arrange a return];

(b) unless the Product is faulty or not as described (in this case, see clause 9.5), you will be responsible for the cost of returning the Products to us. If use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery.

10. Delivery

10.1 We will contact you with an estimated delivery date, within a reasonable time after the date of the Dispatch Confirmation. Occasionally our delivery to you may be affected by an Event Outside Our Control.

10.2 Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.

10.3 You own the Products once we have received payment in full, including all applicable delivery charges.

11. International delivery

11.1 Your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

11.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

11.3 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

12. Price of products and delivery charges

12.1 The prices of the Products will be as quoted in USD on our site at the time you submit your order. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 7.4 for what happens if we discover an error in the price of Product(s) you ordered.

12.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

12.3 The price of a Product will include sales tax or VAT (where applicable) at the applicable current rate chargeable for the time being. However, if the sales or VAT rate changes between the date of your order and the date of delivery, we will adjust the rate you pay, unless you have already paid for the Products in full before the change takes effect.

12.4 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

13. How to pay

13.1 You can only pay for Products using a debit card or credit card or using Paypal. We accept Visa, Mastercard and American Express.

13.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

14. Manufacturer guarantees

14.1 We sell Products manufactured by other people. Where products are defective, we will pass on to you the benefit of the manufacturer's guarantee / warranty. For details, please refer to the manufacturer's guarantee/ warranty provided with the Products.

15. Our warranty for the Products

15.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.2.

15.2 The warranty in clause 15.1 does not apply to any defect in the Products arising from:

(a) fair wear and tear;

(b) wilful damage, abnormal storage or working conditions, liquid or blunt force damage, accident, negligence by you or by any third party;

(c) if you fail to operate or use the Products in accordance with the user instructions and any customer advisory provided;

(d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or

(e) any specification provided by you.

16. Our liability if you are a business

This clause 16 only applies if you are a business customer.

16.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

16.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;

16.3 Subject to clause 16.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

16.4 Subject to clause 16.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products purchased by you.

16.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes, whether specific or general. For the avoidance of doubt, we do not warrant that the Products are compatible with any other security system you may use, or that use of any of our Products are a substitute for professional security advice or services or the work of police or other security forces

17. Our liability if you are a consumer

This clause 17 only applies if you are a consumer.

17.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any direct or indirect loss or damage that is caused by you, your use or misuse or inability to use the Products, or that is not foreseeable. For the avoidance of doubt, we are not responsible for your failure to charge any batteries used by the Products or if you disclose or fail to keep secret your use or the location of any Product for which this is applicable.

17.1 We only supply the Products for domestic and private use and we do not warrant that the Products are compatible with any other security system you may use, or that use of any of our Products are a substitute for professional security advice or services or the work of police or other security forces. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any indirect or consequential loss or damage, loss of profit, loss of business, business interruption, or loss of business opportunity. Subject to clause 16.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products purchased by you.

17.2 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;

18. Events outside our control

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

18.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation, disruption of GPS Satellite signals, inaccuracy of 3rd party mapping providers, failure of public or private telecommunications networks, lack of telecommunications coverage in any particular location, disruption of telecommunications services due to technical issues, poor weather or any other cause, improper installation of the device, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

18.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

18.4 You may cancel a Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

19. Communications between us

19.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

19.2 If you are a consumer you may contact us as described in clause 1.2.

19.3 If you are a business:

(a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by courier service or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by courier service, at 9.00 am on the next Business Day after it is signed by courier delivery service as delivered, or if sent by e-mail, one Business Day after transmission to the correct email address.

(c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and delivery by courier paid for, and in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. Other important terms

20.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

20.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 15 to the recipient of the gift without needing to ask our consent.

20.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 15, but we and you will not need their consent to cancel or make any changes to these Terms.

20.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

20.6 By purchasing these Products, you agree that you will not use them for any unlawful purpose or in contravention of any applicable law or statute, including but not limited to the infringement of the privacy of any person, or the infringement of the Cyber Crimes Act or any similar legislation.

20.7 If you are a consumer, please note that these Terms are governed by Jamaican law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by Jamaican law. You and we both agree to that the courts of Jamaica will have exclusive jurisdiction.

20.8 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Jamaica.

20.9 If you are a business, we both irrevocably agree that the courts of Jamaica shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).