

Terms and Conditions

All sales of JAM-Lab's products shall be subject to these terms and conditions to the extent that such terms and conditions do not conflict with any other contractual provisions between you and JAM-Labs. These terms and conditions may be changed, updated, modified or replaced at any time, with immediate effect and without notice.

Material on JAM-Labs Website

JAM-Labs Products and any of its content are copyrighted materials, protected by U.S. and international copyright laws. The content on our website is the exclusive property of JAM-Labs and may not be used for any purpose other than browsing, and using the services and information provided for your own private use. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of JAM-Labs Corp.

Acceptance: Purchase orders for JAM-Lab's products are not binding until accepted by JAM-Labs. Orders for custom products may not be canceled after acceptance. Any cancellation of an order for standard products after acceptance will be subject to a cancellation charge.

Force Majeure: Neither party shall be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, late deliveries by suppliers or other difficulties which are beyond the control of such party. Quantities are subject to availability. In the event of production difficulties or product shortages, JAM-Labs may allocate sales and deliveries at its sole discretion.

Limited Warranty: JAM-Labs warrants that the Product sold hereunder will be free from defects in workmanship and JAM-Labs-sourced custom material for a period of one (1) year from the date of manufacture, provided that the defective Product is returned to JAM-Labs no longer than thirty (30) days following the last day of the warranty period. Warranty for customer specified AVL components will be equivalent to the manufacturer warranty wherever applicable. JAM-Labs shall mark or label product to facilitate warranty tracking. Customer may request additional markings such as serial number or bar code labels to facilitate warranty tracking at Customer's site, or during end-customer usage. JAM-Labs shall also maintain and report all defect information including field failure rates and trends as agreed to and generate and provide corrective action reports for defects attributable to defects in material and workmanship.

Repair Policy: If a Product is found to be defective, Customer will return the Product to JAM-Labs in accordance with JAM-Labs' then-current Return Material Authorization (RMA) procedures. Such procedures are to be mutually agreed upon by both JAM-Labs and Customer.

JAM-Labs will concur in advance on all product to be returned for repair or rework. A Returned Material Authorization (RMA) number must be obtained by Customer from JAM-Labs prior to return shipment. Customer shall forward defective Product to JAM-Labs, and JAM-Labs will make the best effort to return Product within ten (10) working days from the date JAM-Labs receives the defective Product. Customer shall be responsible for the cost of freight on all such shipments of defective Products, to and from JAM-Labs.

The foregoing warranty shall be void if the Product or component parts have been subjected to abuse, misuse, accident, alteration, neglect, or unauthorized repair. JAM-Labs shall make the final determination as to the existence or cause of any alleged defect. A shipping and handling charge not to exceed 5% of the Product's price will be assessed for invalid or no defect found returns if these are more than 10% of total warranty returns for said item.

Sole Liability: The foregoing warranty provisions set forth JAM-Labs' sole liability and the Customer's exclusive remedies for claims. Upon the expiration of the applicable warranty provisions for any Product(s) sold hereunder, all such liability shall terminate.