

Yalp Warranty

Description of warranty

Under this Warranty ("Warranty") YALP warrants to the first and original end-purchaser ("Customer"), of the YALP interactive ("Product"), that such Product shall be free from material Defects for a given period as mutually be agreed upon in writing, as of the date of purchase.

"Defect" as used in this Warranty means a manufacturing or a design defect that materially impinges on the use of the Product and which is solely attributable to YALP and that was not detectable at the time of delivery of the Product or part of the Product.

Standard warranty

The warranty covers all parts of the Product, including all electronics, for a period of TWO years from the installation date of the product. In addition, we offer a TEN year warranty period from the installation date for non-electronic parts like steel, aluminum and plastic construction parts. In case the installation date is more than 3 months after the original date of delivery by Yalp, then the warranty term starts 3 months after the delivery by Yalp.

Extended warranty on electronics (optional)

In addition to the standard warranty, a carefree package can be purchased with the original product purchase. This package will extend the standard warranty of the electronics with THREE years, meaning FIVE years in total from the standard warranty starting date.

The warranty will be valid only if

- (1) The product is available for online monitoring and available for online firmware updates by remote connection.
- (2) The product has been installed and maintained conform the instructions of YALP. (Installation manual and instructions). The Warranty covers structural strength, materials and manufacturing faults that would affect the functionality of the Product.
- (3) The Product has been used by Customer for its intended use only, as described in the installation manual of the Product (the "Manual").
- (4) Product maintenance has been performed and documented, as set forth in the Manual.
- (5) Customer strictly complies with all obligations set forth herein.

In case of a defect, customer must

- (1) Stop using the Product immediately, unless instructed by YALP in writing otherwise.
- (2) Contact YALP immediately, but not later than five (5) days after the defect first occurred, was first discovered, or reasonably should have been discovered. Any claim must be substantiated by clear pictures and explanation of the experienced defect, pointing out the expected cause and, if possible, the proposed solution.
- (3) Allow YALP to inspect the Product at Customer's premises during regular business hours and any defective parts must be made available for inspection by YALP and should be shipped to YALP upon first request.
- (4) Follow all instructions by YALP.

Warranty limitations and exclusions

- (1) If the Product is placed in a polar environment class ET or EF, according Köppen-Geiger climate classification system, this Warranty does not apply and all claims will be void due to these extreme conditions.
- (2) If the Product is placed in an aggressive environment class Af, Am, Aw, As, BWh, according Köppen-Geiger climate classification system, extra precautions are mandatory, or the Warranty does not apply and all claims will be void due to these extreme conditions. The precautions will be prescribed by Yalp based on the specific Product and location.
- (3) Non-electronic parts installed within 1 km (0,6 miles) of a sea shore will be covered by Warranty for half of the mentioned periods of time.
- (4) Corrosion of metal parts caused by salt water or salt-water fog are not covered by the Warranty. Additionally, the Warranty does not cover corrosion caused by scratches and dents.
- (5) The Warranty does not cover SIM cards, which are covered by warranty of the SIM card supplier. The Warranty does not cover external connectivity issues like bad reception or absence of a required network.
- (6) The Warranty will automatically expire, if and when the Product has been offline for a longer period than 1 month consecutively.

(7) The Warranty does not cover any consumables and "wear parts".

(8) The Warranty does not cover the (return) shipping costs of defective parts to YALP and (return) shipping costs of defective parts to the Customer. The Warranty does not cover costs and expenses in connection to repair or replacement services under the Warranty, including travel expenses. Replaced parts will become property of YALP.

(9) The Warranty is personal and cannot be transferred or assigned by Customer without prior written approval of YALP.

(10) The Warranty does not cover faults resulting from negligent handling, installation and maintenance, slight fading of colors or other non-conformities which do not harm the functionality of the products, misuse, accident and modification or combination with non YALP products.

(11) The Warranty does not cover faults or damages arising from regular wear and tear, faulty or careless installation or treatment, improper storage or unloading of the Product, improper or defective environmental circumstances or events outside our reasonable control (force majeure).

(12) The Warranty will become null and void in case of unauthorized modifications, repairs, or additions to the Product, incorrect maintenance or maintenance by unauthorized persons, or the installation and/or use of parts in the Products that are not authorized by YALP.

(13) The rights of the Customer with respect to the Warranty are restricted to a lack of conformity caused by defects, faulty materials and failures in the Products or workmanship which appear under proper use, in conformity with the Manual.

(14) The Warranty does not cover faults or damages resulting from parts that were specifically designed and/or manufactured by YALP for Customer in accordance with Customer's specifications.

Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of liability

IN NO EVENT SHALL YALP, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, OR

The general terms of Yalp Inc. apply to all our transactions.



Yalp Inc.



100 Congress Ave, Suite 2000
78701 Austin, TX, U.S.A.



T | +1 (512) 370-3178
E | usa@yalp.com



www.yalp.com

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INTERRUPTION OF BUSINESS. YALP'S AGGREGATE LIABILITY FOR CUSTOMER'S CLAIMS IN CONNECTION TO PRODUCTS SHALL NOT EXCEED THE FULL PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER.

This Warranty applies to all Products purchased after Dec 31st, 2020.

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100 Congress Ave, Suite 2000
78701 Austin, TX, U.S.A.



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E| usa@yalp.com



www.yalp.com