



## **FORMETCO LED DIGITAL DISPLAY LIMITED WARRANTY and LIMITATION OF LIABILITY**

Upon receipt by Formetco, Inc. ("Formetco") of full payment for the LED Digital Display, Formetco warrants to the original end-user that the LED Digital Display will be free from defects in materials and workmanship for a period of five (5) years from the date of shipment for the repair or replacement of defective parts and one (1) year from the date of shipment for on-site labor. The on-site labor warranty is based upon: 1. The Display being accessible through use of a 20 foot or shorter ladder; 2. Presence of a secure catwalk or base from which service may be performed; and 3. Presence of a guard rail or a safety lifeline securely attached to the support structure if the Display is over 6 feet off the ground (collectively an "Accessible Site"). In the absence of an Accessible Site, the Customer is responsible for the cost of a bucket or boom truck capable of providing safe access to the Display by our service personnel.

During this Warranty, defective parts must be returned to Formetco, freight pre-paid by the end-user. Formetco may, at its option, provide warranty service on-site. All parts returned under this limited warranty must be pre-approved by Formetco for shipment. Formetco reserves the right to refuse payment for shipping on any unapproved returns. Formetco will ship the repaired or replaced parts at its cost via the same freight shipment means used by the end-user in shipping the defective part or parts to Formetco. Formetco will provide warranty service in a reasonable period of time, performing such work during its normal working hours.

Replacement parts may be new or used, and will be comparable in function and performance to the original. Replacement parts will carry the original warranty, which will expire at the end of the original warranty period. The provision of additional parts will not extend the original warranty period.

A "Defective LED" is defined as an LED pixel that ceases to emit light. During the five year warranty period, if greater than 0.5% of the total number of pixels in the entire LED Digital Display become defective within a one year period, Formetco will replace the defective LED pixels so long as the failure is not otherwise excluded from coverage. A "Defect" in other parts and equipment is defined as a material variance from the design specifications, which prohibits the parts or equipment or both from operating as intended. Formetco is not responsible for partial LED pixel degradation, which is expected to occur over time, or for local site communication interference caused in whole or in part by defects or damage to wire, fiber optic cable, conduit, or wireless signals serving the site.

THIS LIMITED WARRANTY APPLIES ONLY TO THE LED DIGITAL DISPLAY UNIT AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY FORMETCO, OTHER THAN THIS LIMITED WARRANTY, SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS WARRANTY MAY BE TRANSFERRED BUT ONLY WITH THE WRITTEN CONSENT OF FORMETCO.

### **Damages not covered**

This limited warranty does not cover the following:

- A. Damage that occurs during shipment except as otherwise agreed in writing by Formetco.
- B. Damage caused by the unauthorized adjustment, repair, or service of the LED Digital Display, including all components thereof.
- C. Damage caused by an electrical power surge, electrical power failure, neglect, abuse, or misuse.
- D. Damage caused by flood, fire, earthquake, wind, water, lightning, hail, natural disaster, war, terrorism, riot, civil disturbance, or other cause beyond Formetco's reasonable control.

### **Limitation of Liability**

Formetco's liability is limited to the purchase price paid by the warranty holder for the Formetco LED Digital Display. In no event will Formetco be liable for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected to the installation, use, or dismantling of the Formetco LED Digital Display including, but not limited to, damages for lost profits, lost revenues, cost of substitute or replacement components, down time, data loss, injury to property, or amounts paid to one or more third parties relating to the LED Digital Display.

### **Governing Law**

The rights and obligations of the parties under this Warranty will be governed, interpreted, and enforced under the laws of the State of Georgia, without regard to conflict of law principles.