



Optec Displays, Inc
Standard Five Year Limited Warranty
Document 1900001D, Effective 04/01/2007

Warranty Coverage

Optec Displays, Inc. (Optec) warrants Optec electronic displays and the associated Optec products (jointly referred to as Covered Product) against any defects in materials and workmanship during the Limited Warranty Period. During the Limited Warranty Period, Optec will, at its discretion, replace or repair any defective Covered Product.

This Limited Warranty is extended only to the original purchaser ("Customer") purchasing a new electronic display or accessory directly from an Authorized Optec Reseller.

Under this Limited Warranty, Optec will either provide an advanced shipment replacement part or product to be swapped with a defective part or product or issue a Return Material Authorization (RMA) number for Customer to return failed parts or products to Optec's service center in the City of Industry, California, USA, for repair, pursuant to the terms stated herein.

This Limited Warranty excludes any onsite labor required to service the Covered Product including diagnosis, removal and installation of parts or products.

All parts or products replaced under this Limited Warranty become the property of Optec. In the unlikely event that Customer's Optec Product has recurring failures, Optec, at its sole discretion, may elect to provide Customer with (a) a replacement product of Optec's choosing that is the same or equivalent to Customer's Optec Product in performance. This is Customer's exclusive remedy for defective products under this Limited Warranty.

Unless otherwise stated, and to the extent permitted by local law, new Optec Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Optec may repair or replace Optec Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the Optec Product they are replacing or in which they are installed, whichever is longer.

Limited Software Warranty: Optec warrants that the software portion of the product ("Software") will substantially conform to Optec's then current functional specifications for the Software, as set forth in the applicable documentation, provided that the Software is properly installed on approved hardware and operated as contemplated in its documentation. Optec further warrants that, during the Limited Software Warranty Period, the media on which Optec delivers the Software will be free of physical defects. The Customer's sole and exclusive

remedy and the entire liability of Optec and its suppliers under this Limited Warranty will be, at Optec's option, to replace the non-conforming Software (or defective media).

Warranty Period

Unless otherwise specified in an Optec Purchase Transaction Document, the Limited Warranty Period is five (5) years. The Limited Warranty Period begins immediately on the date the Covered Product is shipped from Optec to Customer or to Customer's Authorized Optec Reseller. In the case that Optec is responsible for installing the Covered Product, the Limited Warranty Period begins upon the day Optec completes the installation or, if Customer defers installation more than thirty (30) days after receipt, the thirty-first (31st) calendar day after receipt.

Exclusions and Restrictions

Unless specified otherwise in an Optec Purchase Transaction Document, this Limited Warranty applies only to hardware and software products manufactured by Optec, external controllers, and hardware integral and internal to an Optec electronic display. The Limited Warranty does not apply to any other third-party hardware products or software, even if packaged or sold with Optec hardware. Manufacturers, suppliers, or publishers, other than Optec, may provide their own warranties to the end user purchaser, but Optec, in so far as permitted by law, provides their products "as is."

This Limited Warranty specifically does not cover the following:

1. Third-party communication devices such as wireless devices and modems, except that Optec will facilitate the replacement and return of such components to the manufacturer if they are still within the manufacturer's warranty.
2. Optec Product that has been moved from its initial installation location or is mounted in a mobile structure.
3. Cosmetic damage to the Optec Product (including but not limited to scratches, dents and broken plastic that do not otherwise affect the functionality of product or materially impair its use).
4. Covered Product whose serial number has been removed, altered, defaced or in any other way made illegible.
5. Recovery or transfer of any data or software stored on the Covered Product not originally installed on the Covered Product by Optec.

This Limited Warranty specifically does not cover conditions or damage caused by or resulting from the following:

1. Installation, maintenance or operation of a product in contradiction to any installation, maintenance and operating guidelines provided by Optec.
2. Accident, abuse, omission, neglect, vandalism, misuse by any party other than Optec.



3. Extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, floods, fire, acts of God, war, terrorism or other external causes, including Force Majeure.
4. Unauthorized modification including installation of third party software on an electronic display's controller without the written permission of Optec.
5. Modification or service by anyone other than
 - a) Optec,
 - b) an Optec Authorized Service Provider, or
 - c) Customer's own installation of end-user replaceable Optec or Optec approved parts.
6. Viruses, Trojan horses, worms or like destructive code or code that self-replicates, which was not included in the Covered Product by Optec.

All light emitting diodes (LED) have an inherent tendency to change in color and light intensity proportionate to period of use. These are universal characteristics and not product defects. Replacement of LEDs so affected is not included under this Limited Warranty.

Optec will only provide support and warranty parts to Customers that provide the defective electronic display's serial number when calling for support or parts. In cases where the serial number plate is not easily accessible after installation, it the responsibility of the Customer to maintain a record of each display's serial number.

Optec reserves the right to limit replacement parts for Customers whose account reflects invoices, which are 30 days or more in arrears

OPTEC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE OPTEC PRODUCTS OR ANY SERVICES AND DISCLAIMS ALL OTHER IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. OPTEC ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS.

Obtaining Warranty Service

If Customer's Covered Product fails to function properly, the Customer is to contact the reseller from which Customer purchased the product or an Authorized Service Provider for service. If it's determined that a part of the Covered Product requires replacement, Customer or the Authorized Service Provider may contact Optec to order a replacement part or to obtain an RMA number for returning the failed part for repair. Under this Limited Warranty, Optec will make all reasonable efforts to ship Customer a replacement part to replace a part diagnosed as defective prior to Customer returning the failed part. On receiving the replacement part or product, Customer will be required to return the defective unused replacement part(s) or product back to Optec within thirty (30) days along with the RMA number provided in the replacement parts shipment. Failure to return the defective or unused replacement part(s) or product with the Optec-provided RMA number will result in Optec billing Customer for the replacement parts at Optec's published list price.

Optec will incur customary shipping and insurance costs to ship the replacement part or product to Customer and return of defective or unused parts to Optec. For replacement part or product shipments weighing up to 30 lbs, Optec will ship out replacement parts to addresses in the US and Canada using a second day delivery service. For shipments weighing over 30 lbs or to locations outside the US and Canada, Optec will ship out replacement parts using a ground delivery service or other service of its choosing. At Customer's request and expense, Optec will ship out replacement parts using an expedited (e.g., next day) delivery service.

Customer may contact Optec's Customer Support at (626) 369-7188 or the Customer Support number located on Optec's customer support web pages accessible via www.optec.com for assistance in locating an Authorized Service Provider and basic product operation and trouble shooting assistance.

Limitation of Liability

This Limited Warranty limits the liability and obligation of Optec to repair or replacement of defective Covered Product, at its discretion. In no event shall Optec be held liable for any damages, including loss of income, other incidental or consequential damages regardless of the nature of the claim, or deemed to be in default of its obligations under this Limited Warranty, for any delay in providing service and or repaired or replacement parts or product.

OPTEC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR OPTEC PRODUCTS NOT BEING AVAILABLE FOR USE, INSTALLATION OF THE OPTEC PRODUCTS, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. OPTEC WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. EXCEPT AS LIMITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, OPTEC WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS INVOICED FOR THE APPLICABLE OPTEC PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES WILL OPTEC BE LIABLE FOR THE FAILURE OF THE STRUCTURE UPON WHICH AN OPTEC PRODUCT IS INSTALLED OR ATTACHED.