

## Warranty

Impact LED, subsequently referred to as "Impact", warrants to the Original Purchaser, subsequently referred to as the "Customer" its LED Displays for a period of five (5) years.

Failed electronic parts or assemblies will be repaired, exchanged or replaced for five (5) years from date of shipment. Telephone support is provided as needed with the Customer's staff technician or End User. On-site labor is not included unless otherwise stated on the face of this Agreement and, unless otherwise stated, any on-site service required by Impact's factory technician or a local Authorized Service Provider is billed based on an agreed upon written quote. Impact will, at its option, repair or replace failed LED pixels, (on-site labor not included), if greater than 0.5% of the total number of pixels in the sign have failed in a year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when the pixel will no longer emit light. Pixel repair will be performed at the Impact Repair Center. All light emitting diodes (LED) have an inherent tendency to change in color and light intensity proportional to period of use and usage characteristics, including image retention based on consistent use of similar colors and image patterns. These are universal characteristics and not product defects. Replacement of LEDs so affected is not included under this Limited Warranty. Under this warranty, Impact LED, at its sole discretion, will provide on-site color and/or brightness calibration services if Impact determines that an unacceptable color or brightness imbalance is present within 90 days from the date of shipment. This warranty assigns, to the extent assignable, manufacturers warranties for all third-party communication devices such as wireless devices and modems. Impact LED will facilitate the replacement and return of such components to the manufacturer if they are still within the manufacturer's warranty. Local site interference or obstructions may cause intermittent or complete failure of radio performance. This Warranty does not include the provision of replacement communication methods (such as wire, fiber optic cable, conduit, trenching or other solutions). Impact provides up to \$5,000 of insurance deductible reimbursement for instances of vandalism or lightning damage. This warranty provision may be enacted no more than once for vandalism and once for lightening during the 5-year warranty protection period. Customer or End User must engage Impact LED to repair or replace the affected sign. Reimbursement of the Customer or End User's deductible will be paid once repair or replacement has been completed by Impact LED.

The Customer is responsible for routine maintenance, and preventative maintenance functions as well as adequate ventilation and grounding - each display must be on a dedicated circuit. Failure by the Customer to properly maintain the LED display will void coverage for affected components. The Customer shall notify Impact immediately of equipment failure and allow Impact full and free access to the equipment when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. Also, the Customer will allow Impact to use necessary machines, communication facilities and other equipment at no charge.

Throughout the term of this Warranty, Customer shall maintain site conditions within common environmental ranges of all system devices as specified by Impact. This Warranty does not cover electrical work external to the equipment, accessories, alterations, attachments, or other devices not furnished by Impact unless specifically noted on the face of this Agreement. Batteries and metallic or fiber optic data cables are not covered unless specified on the face of this Agreement. Impact will provide and be responsible for the cost of shipping parts from Impact to the Customer. The Customer will provide and be responsible for the cost of shipping parts to Impact. This Warranty does not apply to software. Software is covered by a separate Agreement, which appears in the seller's software license agreement, unless specified on the face of this Agreement. All items returned to Impact must have a Return Materials Authorization (RMA) number and be returned within 21 days of delivery of the replacement parts. For exchange items, the number is included with the shipment of the exchange unit.

The Warranty does not cover normal wear and tear; inadequate or improper power; improper care or abuse of equipment; unauthorized attempt to repair or modify the equipment; failures caused by environmental conditions beyond Impact's control such as corrosives and metallic pollutants; acts of God, nature, terrorism or war. Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. Impact reserves the right (in its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this warranty. The limited warranties set forth herein are the only warranties made by the company in connection with the product. Impact does not make any implied or express Warranties with respect to the product, and disclaims all other warranties, including, but Not limited to, any warranty of merchantability or fitness for a particular purpose. Impact's sole obligation under this limited warranty shall be to repair or replace malfunctioning or defective parts of the product. Buyer assumes all risk whatsoever as to the result of the use of the product purchased, whether used singularly or in combination with any other products or substances. No claim by buyer of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the product with respect to which damages are claimed. In no event shall company be liable to buyer in tort, contract or otherwise, for any special, indirect, incidental, consequential, reliance, punitive or exemplary damages, or for loss of profit, revenue or use, in connection with, arising out of, or because of, the sale, delivery, servicing, use or loss of use of the product sold hereunder, or for any liability that buyer has to any third party with respect thereto.

## Terms of Sale

The following Terms of Sale are subject to change. All transactions for all products sold by Impact are subject to the latest published Terms of Sale. Unless otherwise noted in Special Instructions: Quoted prices are valid for 90 days, payment terms are 50% deposit due to initiate order, balance due prior to freight shipment or local pickup. Freight & applicable sales tax will be added to your invoice if not already stated on the quote. Organizations exempt from sales tax must include their resale or exempt certificate prior to shipping. Cancellation of orders is allowed only with written agreement by Impact, a 20% cancellation will apply. In the event of a payment default, customer will be responsible for all costs of collection, including but not limited to court costs, filing fees and attorney fees. Orders which are delayed in shipment at the request of the buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer prior to shipment. Changes to the order are valid only when accepted in writing as designed by both Impact and Buyer - verbal change orders are not valid. Impact's prices never include installation, engineering or permits.

**Shipment.** Impact will retain title and all risk of lessor damage in transit until the Goods are received by the Buyer at the shipping designation. Any damage during the unloading of the system is the Buyer's sole risk and shall not be considered shipping damage. Buyer shall have the responsibility of inspecting the Goods for damage immediately upon its arrival. Any damage claims must be accompanied by clear pictures depicting the damage while in the presence of the carrier driver. If concealed damage is discovered, Buyer shall report damage within 48 hours of receiving Goods. If such notification is not made, Impact shall not be liable for loss or damage in transit. In the unlikely event that the driver is detained beyond 1 hour following arrival at the shipping destination, detention fees will be accrued by the hour at a rate of \$75. It is the Buyer's responsibility to prepare an installation team or unloading team and equipment in order to avoid delay fees.

**Force Majeure.** Impact shall not be liable for any damages as a result of any delays due to any causes beyond Impact's control: including, without limitation, telecommunication failures, technology attacks, epidemics, embargos, quarantines, viruses, strikes, labor problems of any type, accidents, fire, war, acts of terrorism, material unavailability, natural disaster, transportation failures, customs delays or acts of God, etc. In the event of any such delay, the date of the delivery shall be extended for a reasonable period of time.

**Miscellaneous.** Should any part of this Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. This Terms of Sale shall be governed by the laws of the Commonwealth of Kentucky. Any litigation shall be exclusively in Jefferson County, in the Commonwealth of Kentucky or the U.S. District Court for the Commonwealth of Kentucky