



POWERED BY AdTech

**10 YEAR LIMITED PARTS WARRANTY**

This Limited Parts Warranty (the “Limited Warranty”) is part of and incorporated into the terms and conditions of sale applicable to the Product (the “Terms and Conditions”). Capitalized terms used but not otherwise defined herein have those meanings set forth in the Terms and Conditions. Subject to the terms and conditions set forth herein and in the Terms and Conditions, Formetco warrants that the FTX LED Digital Screen identified on the Sales Agreement (the “Product”) shall, for ten (10) years from the date of shipment from Formetco’s facility (the “Limited Warranty Period”), (i) materially conform to the specifications designated in the Proposal/Sales Agreement (as amended by any Change Orders), subject to Formetco’s standard manufacturing variations, tolerances and classifications, and (ii) be free from material defect in material and workmanship. This Limited Warranty is valid only in the United States or Canada and applies only when the Product is used in the country in which it was purchased.

WHO / WHAT IS COVERED	WHO / WHAT IS NOT COVERED
A “Qualified End-User” of the Product, which means (i) the original purchaser of the Product from Formetco or an authorized Formetco distributor or (ii) a purchaser to whom this Warranty has been properly assigned pursuant to Formetco’s Warranty Assignment and Transfer Agreement, available at <a href="https://www.formetco.com/transfer-agreement/">https://www.formetco.com/transfer-agreement/</a> ,	Any user of the Product other than a Qualified End-User.
The Product’s LED video screen (including LED tiles, power supplies, data received cards, photo cell, cabinetry and connecting cables).	All third-party components of the Product, including computer, router, modem, video equipment, sound system, video cameras, and webcam (which are subject only to their respective original manufacturer’s warranty, which Formetco will administer for a two (2) year period from the date of shipment from Formetco’s facility).
Offsite labor for repairs covered under this Limited Warranty.	Onsite servicing (see Service Agreement, if purchased, for onsite repair service terms).
Compatibility with cellular technology available at the date of shipment from Formetco’s facility.	Compatibility with cellular technology developments that become available after the date of shipment from Formetco’s facility.
It is a condition precedent to Formetco’s obligations hereunder that the Product is properly installed, operated and maintained in accordance with its Owner’s Manual available at <a href="https://www.formetco.com/owners-manual/">https://www.formetco.com/owners-manual/</a> (the “Owner’s Manual”) and any other written instructions furnished by Formetco, including but not limited to the requirement that the use of the Product may not exceed 7,500 NITS.	Any installation, operation or maintenance of the Product in violation of its Owner’s Manual or any other written instructions furnished by Formetco, or other misuse of the Product, any of which will void this Limited Warranty.
Damage resulting from use of the Product with the Software furnished by Formetco.	Damage resulting from use of the Product with software other than the Software furnished by Formetco.
If greater than 0.5% of the total number of pixels in the entire LED Video Screen become Defective LEDs within a one (1) year period during the Limited Warranty Period, Formetco will replace the Defective LED pixels so long as the failure is not otherwise excluded from coverage. A “Defective LED” is defined as an LED pixel that ceases to emit light.	Normal wear and natural aging of parts, including but not limited to LED lamps, connecting devices, shades, sockets, etc., as well as natural reduction in brightness and/or color under normal operation, slight difference in brightness and color without compromising the Product functionality and screen “burn in” caused by continuous static (non-moving, non-motion) images. Brightness of LED tiles is covered under the Brightness Warranty.
Defective parts.	Replenishment of spare parts.
	Damage from accident, power surge or failure, flood, fire, acts of God, war, terrorist activities, riot, civil disturbance, vandalism, and other causes beyond Formetco’s reasonable control.

**REQUIREMENTS**

Proof of the original purchase date, the Product sales order number, full payment and compliance with all terms of the Agreement, and full payment of all outstanding accounts receivable with Formetco pursuant to any other agreement (and compliance with the terms of such agreement(s)) is required to obtain support under this Limited Warranty.



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In the event the Qualified End-User desires to relocate the Product, the Qualified End-User must provide prior written notice to Formetco and permit Formetco to supervise the dismantling, packing, and unpacking of the Product, and inspect the reinstalled the Product at the new display location. The Qualified End-User shall bear the cost of Formetco's labor and materials spent in supervising and inspecting the Product's relocation at Formetco's then-current rates. This Warranty will be suspended from the commencement of dismantling the Product, until the installation of the Product at the new display location is deemed acceptable to Formetco as it relates to the satisfaction of its obligations hereunder.

### **WARRANTY CLAIMS AND PROCEDURES**

The Qualified End-User must notify Formetco in writing within seven (7) days of discovering a suspected defect in the Product, and such notice must be received by Formetco before the expiration of the Limited Warranty Period; failure to comply with this requirement may void this Limited Warranty, at Formetco's discretion. Formetco reserves the right to test and inspect the Product on a date mutually agreeable to the Qualified End-User and Formetco.

If Formetco determines the reported problem is covered by this Limited Warranty, Formetco will, at its sole option, repair or replace the defective the Product or credit the Qualified End-User an amount based on the Product's prorated value of the original purchase price, and will issue a case number to the Qualified End-User. Formetco's determination as to whether a the Product is defective and whether the defect is covered under this Limited Warranty is final.

In the event that Formetco instructs the Qualified End-User to return the Product, the Qualified End-User must maintain insurance on the Product and properly pack the Product with double-layer packaging recommended materials like foam and similar protective packaging materials, with the case number clearly displayed on the packaging. Any unauthorized return or returns will be rejected. Costs for shipping the return the Product to Formetco shall be borne by the Qualified End-User. Formetco is not liable for any damage that occurs during return delivery. Formetco will bear the costs for delivering the repaired or replaced the Product back to the Qualified End-User and will choose the method of transportation at its sole discretion.

In the event that Formetco issues a replacement part for the Product, Formetco will ship the replacement parts with a return shipping label, return shipping instructions and an invoice for cost of the part with a due date of sixty (60) days from the original ship date. When the replaced part is received by Formetco, Formetco will credit the invoice. The Qualified End-User must return the replaced part to Formetco within sixty (60) days of the ship date of the replacement part, or the Qualified End-User will be charged for the cost of that party.

In the event of repair or replacement of the Product, such Product will be covered under the Limited Warranty for the remaining term of the original Product's Limited Warranty Period, or for three (3) months following the date of repair or replacement, whichever is longer. Under no other circumstance will the repair or replacement of the Product extend the Limited Warranty.