



## FORMETCO BRIGHTNESS WARRANTY

This Formetco Brightness Warranty (the "Brightness Warranty") is part of and incorporated into the Formetco Digital Billboard Terms and Conditions of sale applicable to the Product (the "Terms and Conditions") which are found here (<https://www.formetco.com/terms-and-conditions/>). Capitalized terms used and not 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 to Qualified End-User that the FTX LED Digital Screen identified on the Sales Agreement (the "Product") shall maintain an uncorrected average brightness level of at least 5,000 NIT for ten (10) years from the date of shipment from Formetco's facility (the "Brightness Warranty Period"). "Qualified End-User" 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 <https://www.formetco.com/transfer-agreement/>. This Brightness 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.

### WARRANTY CLAIMS AND PROCEDURES

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 amounts owed to Formetco pursuant to any other agreement and compliance with all terms of any such agreement, is required to obtain support under this Brightness Warranty. 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 Brightness Warranty Period. Failure to comply with this requirement may void this Warranty.

Upon Formetco's receipt of notice of suspected defect, Formetco shall use commercially reasonable efforts to test the Product (using the procedures described below) within ninety (90) days to confirm presence of such defect, on a date mutually agreeable to Qualified End-User and Formetco. Formetco's determination as to whether the Product is defective and whether the defect is covered under this Brightness Warranty is final.

If Formetco's testing confirms a defect covered under this Brightness Warranty, then Formetco shall waive all service charges associated with such testing and shall make available replacement LED tiles at a discounted price, with the discount calculated as follows: (i) the original purchase price of the LED tiles, as set forth in the Sales Agreement for the Product, multiplied by (ii) a percentage equal to the number of days remaining in the Brightness Warranty Period as of (but not including) the testing date, divided by 3,650 days (10 years). Replacement LED tiles will be the same pixel pitch and comparable in function and performance to the original tiles. Replacement tiles will carry the original Brightness Warranty, which will expire at the end of the original Brightness Warranty Period.

The provision of additional parts will not extend the original Brightness Warranty Period. Formetco will ship the replacement LED tiles at Qualified End-User's risk and expense. If Formetco's testing confirms the absence of any defect covered under this Brightness Warranty, then Formetco will invoice Qualified End-User for the expense of the testing at Formetco's then-current service rates. All fees and charges are exclusive of taxes and are due within thirty (30) days of the invoice date.

In the case the testing indicates that the sample modules are not displaying a minimum brightness of 5000 nits, Formetco may provide remote or onsite services as Formetco deems appropriate in its sole discretion to bring the brightness of the display up to a minimum of 5000 nits.

In rare cases, Formetco may elect to provide the Buyer with a future purchase credit in lieu of servicing the display. In such case, an equitable purchase credit amount shall be determined by Formetco based on the age and market value of the display. Future purchase credit may be used on any Formetco-manufactured equipment or services and shall be valid for a period of one-year from the date of issuance. The purchase credit has no cash value.”

## **BRIGHTNESS MEASUREMENT METHOD**

Qualified End-User must clean the Product within the thirty (30) day period prior to the date of the Product’s test, in accordance with the Product’s Owner’s Manual located at <https://www.formetco.com/owners-manual/> (the “Owner’s Manual”) and any other written instructions furnished by Formetco. At the test, Formetco will measure the brightness level of the Product with a calibrated NIT gun, which measures brightness per square meter in NIT. Formetco will determine the angle and location of the NIT measurement based on the LED technology being measured.

## **PRODUCT OPERATING REQUIREMENTS**

Prior to shipment, the Product is set not to exceed 7,500 NIT. The Product’s maximum daytime brightness cannot exceed 7,500 NIT and nighttime brightness must be maintained at or lower than 5% of the daytime brightness (375 NITs). Formetco reserves the right to increase the Product’s LED current (measured in milliamps) over time. Proper operation of the Product to avoid screen “burn-in” caused by continuous static (non-moving, non-motion) images requires changing the content and colors on an average of 50% of the LEDs on at any one time, with even use of the three colors at least every 20 seconds. Failure to operate the Product in accordance with its Owner’s Manual and any other written instructions furnished by Formetco will void this Brightness Warranty.