



FORMETCO DIGITAL BILLBOARD 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 Formetco's "Terms and Conditions" to which this warranty is incorporated therein by reference (add link to T&Cs). Subject to the Terms and Conditions, Formetco warrants that the FTX LED Digital Screen identified in the "Quote/Sales Agreement (the "Product") shall, for ten (10) years from the date of shipment of the Product 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. To the full extent permissible by law, FORMETCO will not be liable for any damages of any kind arising from the use, installation, or operation of any FORMETCO equipment, information, software or materials, or services made available by FORMETCO, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing. This warranty covers defective parts only. Labor, installation, and service charges or the replacement of the defective parts are not covered by this warranty and are the responsibility of the Customer unless Customer has purchased the same through a separate Service Agreement from Formetco. This warranty does not obligate FORMETCO to supply an exact replica of the part(s) found to be defective.

ALL PRODUCTS AND SERVICES PROVIDED BY FORMETCO UNDER THIS LIMITED WARRANTY ARE SUBJECT TO THE STANDARD TERMS AND CONDITIONS AS APPENDED HERETO. THE TERMS AND CONDITIONS ARE ALSO AVAILABLE ON THE FORMETCO WEBSITE AT WWW.FORMETCO.COM. PLEASE READ THEM CAREFULLY. FORMETCO RESERVES THE RIGHT TO CHANGE ANY SPECIFICATIONS OR TERMS OR CONDITIONS CONTAINED IN THIS DOCUMENT WITHOUT PRIOR NOTICE IN KEEPING WITH OUR POLICY OF CONTINUOUS IMPROVEMENT.

COVERED**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 https://formetco.com/transfer-agreement	Any user of the Product other than a Qualified End-User.
The Product’s LED video screen including LED tiles, power supplies, data receiver cards, photocells, cabinetry and connecting cables and all third-party components provided by Formetco, including computers, routers, modems, and webcams.	Any parts or materials not sold by Formetco to Buyer.
Offsite labor for repairs covered under this Limited Warranty.	Onsite servicing is not covered unless Buyer has purchased onsite repairs through Formetco’s Service Agreement (insert link here).
Compatibility with cellular technology available at the date of shipment from Formetco’s facility.	This limited warranty does not include compatibility with cellular services and technological developments that become available <u>after</u> the date of shipment from Formetco’s to Buyer.
It is a condition precedent to Formetco’s warranty obligations that the Product is properly installed, operated and	If Buyer fails to adhere to all of the standards, terms and conditions of the Owner’s Manual, this limited warranty

<p>maintained in accordance with its Owner's Manual available at https://formetco.com/owners-manual/ (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. If Buyer hires Formetco to install the Product, the installation is covered in this limited warranty.</p>	<p>shall be voidable by Formetco. Formetco reserves the exclusive right to make this determination and will do so in good faith.)</p> <p>Any installation, operation or maintenance of the Product in violation of or deviation from its Owner's Manual or any other written instructions furnished by Formetco, or any other misapplication or misuse of the Product will make this limited warranty voidable by Formetco.</p>
<p>Damage resulting from use of the Product with the Software furnished by Formetco.</p>	<p>Damage resulting from use of the Product with any software other than the Software furnished by Formetco.</p>
<p>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.</p>	<p>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.</p>
<p>Defective parts</p>	<p>As part of the sale of the Product or in the event Formetco installs the Product for Buyer, there may be spare parts provided by Formetco to Buyer. After</p>

	Formetco completes an installation, it may elect to leave “spare parts” at the Buyer’s installation site, however, after the sale and/or installation, Formetco shall not be required to replenish any spare parts.
	Damage from accidents, power surge or failure, flood, fire, acts of God, war, pandemic, epidemic, quarantine, terrorist activities, riot, civil disturbance, vandalism, and other causes beyond Formetco’s reasonable control. Similarly, this warranty does not cover damage due to abuse, accident, freezing or neglect; and this warranty does not apply to units subject to abnormal use or improper maintenance.

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.

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 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.