

Sign Productions, Inc. Product Limited Warranty Specifications

General

This Limited Warranty applies to the Sign Productions, Inc. and Grant Sign Company hardware products sold by Sign Productions, Inc., its subsidiaries or affiliates (collectively referred to in this Limited Warranty as "SPI") with this Limited Warranty ("SPI Product").

These terms and conditions constitute the complete and exclusive warranty agreement between you and SPI regarding the SPI Product you have purchased or leased. These terms and conditions supersede any prior agreements or representations, including representations made in SPI sales literature or advice given to you by SPI or an agent or employee of SPI that may have been made in connection with your purchase or lease of the SPI Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of SPI.

Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE GREATEST EXTENT ALLOWED BY LAW, SPI MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-INTERFERENCE. SPI DOES NOT WARRANT THAT YOUR USE OF THE SPI PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD, TO THE GREATEST EXTENT ALLOWED BY LAW. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

Warranty Period

The warranty period for this SPI Product, is one (1) year from the date of product purchase or longer if you have purchased an extended warranty. The Limited Warranty Period starts on the date of purchase or lease from SPI. Your dated sales invoice, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service.

Warranty Coverage

SPI warrants that the SPI Product and all the internal components of the product that you have purchased or leased from SPI are free from defects in materials or workmanship under normal use during the Limited Warranty Period. You are entitled to warranty service according to the terms and conditions of this document if a repair to your SPI Product is required within the Limited Warranty Period. This Limited Warranty extends only to the original purchaser or lessee of this SPI Product and is not transferable to anyone who obtains ownership or use of the SPI Product from the original purchaser or lessee.

Repair or Replacement

SPI products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Spare parts may be new or equivalent to new. Spare 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 SPI Product in which they are installed, whichever is longer.

During the Limited Warranty Period, SPI will repair or replace the defective component parts or the SPI Product. All component parts or hardware products removed under this Limited Warranty

become the property of SPI. The replacement part or product takes on either the Limited Warranty status of the removed part or product or the ninety (90) day limited warranty of the spare part. In the unlikely event that your SPI Product has a recurring failure, SPI, at its discretion, may elect to provide you with a replacement unit of SPI's choosing that is at least equivalent to your SPI Product in hardware performance. SPI reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. THIS IS YOUR EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS. HOWEVER YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY.

Warranty Exclusions

This Limited Warranty does not extend to:

- (a) Lamps and other Expendable parts which are warranted for only ninety (90) days;
- (b) Any product from which the serial number has been removed or altered;
- (c) Cosmetic damage or ordinary wear and tear;
- (d) Damage or non-functionality that results from (i) failure to follow the instructions that came with the product; (ii) accident, misuse, abuse, or other external causes; (iii) operation outside the usage parameters stated in the then current user documentation for the product; or (iv) use of parts not manufactured or sold by SPI; or
- (e) Damage or non-functionality due to modifications or service by anyone other than (i) SPI, (ii) a SPI authorized service provider, or (iii) your own installation of end-user replaceable SPI or SPI-approved parts.

Limitation of Liability

IF YOUR SPI PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. SPI'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY OR RELATED IN ANY WAY TO THE SPI PRODUCT IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

SPI SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SPI SHALL NOT BE LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF SPI KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.