

One (1) Year Satisfaction Warranty & Basic Servicing Agreement –

Our promise to you!

1. DEFINITION OF COVERAGE

- A. This limited warranty (Warranty), between Fiberdyne Labs, Inc. (Fiberdyne) and the purchaser of the products and services (Purchaser), covers manufacturing defects in materials and workmanship for a period of 1 year from date of purchase and is subject to the limitations and exclusions below. Our service to you includes:
- ✓ The repair or replacement of failed factory installed electronic parts and mechanical components, as well as factory labor.
 - ✓ Technical support via telephone during business hours (315-895-8470)
 - ✓ Remote technical assistance (dial into the sign) if sign in WiFi based
- B. Warranty is limited to an area of no more than a 250 mile radius of the headquarters of Fiberdyne located at 127 Business Park Drive, Frankfort, NY 13340.
- C. Fiberdyne offers an additional Extended Service Agreement, providing one of the most extensive product services in the industry. The Extended Service Agreement is sold separate from the initial equipment sale and is not part of this warranty.

2. CONDITIONS OF COVERAGE

INT. _____

- A. Warranty includes only the repair or replacement of failed factory installed electronic parts and mechanical components of the Edison Displays© LED digital signs and billboards produced by Fiberdyne, and factory labor. If during the first year after the date of installation, an on-site visit is required by Fiberdyne personnel, there will be no charge as long as the reason for the on-site visit is not due to a Purchaser error. Fiberdyne will charge the Purchaser the following for all on-site visits due to Purchaser errors: labor at the then current labor rate, a mobilization fee, and the cost of materials beyond the scope of what was originally purchased from Fiberdyne. If after one (1) year from the date of installation Purchaser requires an on-site visit, whether or not the problem is caused by Purchaser, Purchaser shall pay the following for the on-site visit: labor at the then current labor rate, mobilization fee, and the cost of materials beyond the scope of what was originally purchased from Fiberdyne.

If there is a problem with the product purchased, Fiberdyne, at its sole discretion, will determine whether or not the problem is a result of the Purchaser's action or inaction or a result of the work performed by Purchaser.

The mobilization fee is determined by the distance from Fiberdyne to the site location. Since this agreement is for a sign located at _____, which is _____ miles from Fiberdyne, the mobilization fee will be \$_____.

- B. Fiberdyne will also replace failed LED modules if more than 1% of the LEDs on a display board have failed. A pixel failure occurs when the pixel no longer emits light. This Warranty does not cover LED degradation ("LED dimming"), which occurs when the LEDs continue to emit light, but at some lesser level of brightness.
- C. Fiberdyne will also provide technical support via telephone during business hours. This first level support includes a phone consultation with Purchaser's staff technician or facility maintenance. If the sign is WiFi based, a Fiberdyne technician can log onto the sign via remote access and can thus solve a majority of most problems immediately. For the first level support, this Warranty requires internet access to the LED sign and the assistance of the Purchaser to define the status of the Edison Displays© LED sign.
- D. Fiberdyne will also provide software support services to the Purchaser at no additional charge. Support Services include support regarding the operation of the Software during normal business hours, best efforts through our central business office to correct errors, malfunctions or defects to the Software, and updates and enhancements of the Software which are made available to all other customers of Fiberdyne. Purchaser is

responsible for the interface between the Edison Displays© software and all other software used by Purchaser, as well as installing, managing, and operating any updates and enhancements. Purchaser is responsible for the results obtained from the use of the Software. Fiberdyne does not warrant uninterrupted or error-free operation of the Software. The Edison Displays© software is owned by Fiberdyne and is being licensed to their customers as part of an integrated hardware and software system; in no event is the Software being sold.

- E. Fiberdyne will repair or replace, at our discretion, the warranted parts that are sent with Return Materials Authorization (RMA) number to Fiberdyne's factory. Purchaser will be responsible for all shipping costs to and from the factory.

3. PURCHASER'S RESPONSIBILITIES

- A. Purchaser is responsible for routine preventive maintenance. This includes the maintenance of ventilation and filtering systems, which must be maintained according to manufacturer's specifications. Disregard of routine preventive maintenance will void coverage under this warranty plan for affected components. Purchaser is responsible for routine operator functions such as content creation or management.
- B. Purchaser must allow Fiberdyne normal access to the displays for maintenance purposes. Normal access is defined as unfettered, solid, unrestricted access to the entire display, taking into account environmental or site conditions.

4. LIMITATIONS OF WARRANTY

- A. The player computer and third party communication devices are covered by their manufacturer's warranty and are not covered under this Warranty. A wireless installation usually will include a site survey and testing. Changes in the environment, new foliage or construction may result in local site interference or obstructions that may cause intermittent or complete failure of wireless communication. This Warranty does not include replacement communication methods if wireless becomes a non-viable solution. Fiberdyne shall have no liability with respect to claims relating to or arising from use of third-party products and services. Fiberdyne is not responsible for damage or operating defects or failures from user neglect or abuse.
- B. In cases where Fiberdyne does not install the sign, Fiberdyne is not responsible for damage from incorrect earth grounding of sign case, maintenance or servicing by anyone other than Fiberdyne or its authorized service representative. Fiberdyne is not responsible for damage resulting from electric spikes/surges and noise, fires, floods, lightning, earthquakes, storms, natural disasters, or any other acts of God, any act of vandalism, failure to properly close access doors after service, and failures caused by environmental conditions beyond specifications, such as corrosives and metallic pollutants, terrorism or war. If replacement parts other than those supplied by Fiberdyne are used and are not exact replacement parts specified by Fiberdyne, this warranty shall be null and void.
- C. If Purchaser performs installation of the sign and the installation does not comply with the National Electric Code, this Warranty is null and void.

5. LIMITATIONS OF LIABILITY

- A. The foregoing is your sole remedy, and Fiberdyne's only obligation, with respect to defect or non-conformity. Fiberdyne makes no other warranties, express, implied, or otherwise regarding their product, except to the extent prohibited by applicable law; all warranties or conditions of merchantability or fitness for a particular purpose are hereby disclaimed. Fiberdyne's liability arising from or relating to the purchase, use or inability to use the product is limited to a refund of the purchase price paid. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. In no event shall Fiberdyne be liable for indirect, special, incidental, or consequential damages for the breach of any express or limited warranty, including economic loss, damage to property and to the extent permitted by law, damages for personal injury, however caused and on any theory of liability (including negligence). These limitations shall apply even if Fiberdyne has been advised of the possibility of such damages or if this Warranty is found to fail of its essential purpose. This Warranty represents the entire agreement of the parties and supersedes any previous



understanding or agreement. If any part of this Warranty is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Warranty shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Warranty to the maximum extent permitted by law. This Warranty gives you specific legal rights. Some jurisdictions may grant you other or additional rights. The laws of the State of New York govern this Warranty.

Fiberdyne Labs, Inc. - Fiberdyne Energy Division
127 Business Park Dr., Frankfort, New York 13340, U.S.A.
Phone: 1-800-894-9694 www.edisondisplays.com

PURCHASER _____

By: _____

Print Name and Title

Date: _____

FIBERDYNE LABS, INC.

By: _____

Print Name and Title

Date: _____