

# Standard Limited Warranty Agreement

This Standard Limited Warranty Agreement (“Agreement”) sets forth the terms and conditions for warranty provided by LIGHTVU Inc. (“LIGHTVU”). Purchase and/or use of LIGHTVU product will be considered acceptance of the terms and conditions included under this Agreement.

Parties as defined under this Agreement:

- A. LIGHTVU is a Canadian manufacturer, distributor, and supplier of direct view LED display solutions.
- B. Authorized Reseller is engaged in, but not limited to, the business of selling LIGHTVU products.
- C. End user is the final purchaser or licensor of LIGHTVU products for their own use and not for resale or redistribution.
- D. Authorized Service Provider is a person or organization that has been authorized by LIGHTVU to perform service and/or maintenance on products that are still under warranty without voiding the warranty.

The following Standard Limited Warranty Periods apply to products purchased from LIGHTVU on or after January 1, 2020:

Product	Standard Warranty Period
AURORA Series	3 years
SATURN Series	2 years
Upanel II	3 years
UpanelS	3 years
Unano	2 years
Uslim	2 years
Usurface III	2 years
Ustorm, Ustorm II, Usurface II	2 years
Digital Scoreboard Mediawalls	2 - 5 years
Controllers	3 years

\*Warranty period for mounting solutions sold by LIGHTVU match LED warranty period.

\*All warranty service is FOB Edmonton, Alberta, Canada.

This Agreement covers products purchased directly from LIGHTVU or Authorized Reseller and is only valid for the original End User who purchased the covered product. This warranty is not transferable, unless authorized in written agreement from LIGHTVU. Proof of purchase may be required.

Any third-party product(s) or any part thereof which LIGHTVU distributes is subject to the original manufacturer's warranty policy and procedure unless specified otherwise in writing by LIGHTVU.

This Agreement includes:

- i) Protection from defects in material and workmanship for the Standard Limited Warranty Period.
- ii) Access to phone or email technical support as outlined in "Business With LIGHTVU".

LIGHTVU reserves the right to change the terms and conditions of this Agreement. Such changes will apply to covered LIGHTVU product purchased on or after the effective date of the revised warranty terms and conditions. The active Standard Limited Warranty Agreement at the time of original purchase order stands.

### **Standard Limited Warranty Coverage**

LIGHTVU warrants to the original End User that the product will be free from defects in material and workmanship during the warranty period. The warranty period shall commence on the date the product ships from LIGHTVU, unless authorized by written agreement from LIGHTVU.

If LIGHTVU determines a part or product is defective in material or workmanship during the warranty period, LIGHTVU will provide replacement or repair of the defective part or product with a similar new or refurbished part or product.

Defects are determined at LIGHTVU's sole discretion and defined as follows:

- i) With respect to the product (except LED pixels), a "defect" refers to a variance from the product specifications that prohibit the product from operating for its intended use.
- ii) With respect to LED pixels, "defects" are defined as LED pixels that cease to emit light. Unless written agreement is provided by LIGHTVU, this Agreement does not include replacement or repair for normal LED pixel degradation.

All LIGHTVU components (including cabling, power supplies, LED modules, and spares) purchased at the time of the initial product purchase are warranted for the duration of the warranty period from the date the warranty period commences.

All replacement or repaired items are warranted for the remainder of the respective warranty period or 90 days from the date of shipment from LIGHTVU. The End User agrees to retain the replacement or repaired product and that the defective product becomes the property of LIGHTVU.

All additional products purchased after the original product purchase are warranted for the respective product warranty period.

This Agreement may be supplemented by other programs offered by LIGHTVU including LIGHTVU's "Extended Warranty Program", or by express written agreement from an authorized LIGHTVU agent.

This Agreement does not include any additional warranty terms and/or conditions, expressed or implied, except those specifically provided herein. LIGHTVU disclaims any implied terms and conditions unless accompanied by written agreement signed by an authorized LIGHTVU agent.

## **Exclusions**

This Standard Limited Warranty Agreement does not cover the following:

- a. Product not purchased directly from LIGHTVU or Authorized Reseller. This includes any product that has been resold, transferred, rented, leased, lost, stolen or discarded;
- b. Problems and/or damage occurring during shipment, either to or from LIGHTVU;
- c. Any loss of revenue and/or business caused by delivery time or product availability;
- d. Problems and/or damage occurring during unpacking of product or caused by improper handling, installation/alignment, removal, disassembly and reassembly of product, repair or attempted repair, or by equipment modification;
- e. Labor, rental, travel or any additional costs for installation, set-up, adjustment, repair, removal, and/or re-installation;
- f. Problems and/or damage caused by improper installation, servicing, or malfunction of electrical or data infrastructure. This includes improper power resulting in, without limitation, failure or sudden surge of electrical power;
- g. Product where the serial number has been removed, obliterated, or otherwise modified;
- h. Problems and/or damage caused by use of unauthorized product, equipment, or accessories;
- i. Problems and/or damage caused by physical damage which includes, but is not limited to, missing, broken, or cracked components; cuts, crimped, or clipped wires; crushed,

cracked, punctured, or bent circuit boards; tampering with any electronic connections; damaged LEDs as a result of physical impact;

- j. Replenishment of spare parts. The parties acknowledge and agree that the spare parts are designed to be exhausted over the life of the product. In some instances additional spare parts may be refused or become unavailable;
- k. Normal pixel level degradation associated with LED technology, unless otherwise agreed to in writing and signed by an authorized LIGHTVU agent. For information on covered LED pixel degradation contact LIGHTVU;
- l. Problems and/or damage caused by use of product in any manner inconsistent with LIGHTVU's specifications for the products intended use. This includes failure to follow maintenance procedures as outlined in product manual.
- m. Problems and/or damage caused by combination of product with non-LIGHTVU equipment or any non-LIGHTVU interface device. This includes, but is not limited to, front-end video control systems, audio systems, video processors, and content players;
- n. Problems and/or damage caused by the use of any product, equipment, replacement part or any component purchased or obtained from an unauthorized source;
- o. Problems and/or damage caused by use of product on a motion platform or other movable device where such product has not been designed, modified or approved in writing by LIGHTVU for such use;
- p. Problems and/or damage caused by use or storage of product in an environment inconsistent with the recommended specifications for such product;
- q. Problems and/or damage caused by any modification which may impede airflow, unless agreed to in writing by LIGHTVU;
- r. Costs of troubleshooting and/or diagnosis related to the initial service and/or support request;
- s. Expenses incurred due to being unable to access, adjust, repair or replace any item of product or controls due to dangerous or otherwise unfit conditions;
- t. Commitments made by any employee, account manager, reseller, or service provider, unless such statements are accompanied by written agreement signed by an authorized LIGHTVU agent;
- u. Software including, but not limited to, the operating system, security or functionality of the network or systems, or anti-virus software updates;
- v. Paint, repurposing, and/or refinishing product or providing materials for this purpose;

- w. Problems and/or damage caused by accident, fire, water, wind, flood, earthquake, lightning or other natural disaster, smoke exposure (cigarette or otherwise), strike, war, theft, riot, terrorism, civil disturbance, and/or any other cause beyond LIGHTVU's reasonable control; or
- x. Any other problems and/or damage not directly related to a defect in material or workmanship done by LIGHTVU.

### **Contacting LIGHTVU**

When repairs and/or servicing is required, the End User should contact the original Authorized Reseller who may contact LIGHTVU on behalf of the End User. In the event the Authorized Reseller is no longer available, End User should call LIGHTVU Technical Support at 1-855-514-4888 or email [support@lightvu.com](mailto:support@lightvu.com).

### **Submitting Warranty Claim:**

Warranty claims are to be submitted to LIGHTVU by an Authorized Reseller on behalf of the End User. Authorized Resellers should refer to "Business With LIGHTVU" for complete return merchandise authorization (RMA) procedure.

### **Shipping For Warranty and Servicing**

For any and all warranty and servicing of the product, the shipper is responsible for all shipping expenses to send the product to LIGHTVU. LIGHTVU is responsible for all shipping expenses (standard shipping) to return the product to the shipper.

### **Miscellaneous Returns**

Returned products will only be accepted for warranty if the RMA number issued by LIGHTVU accompanies the returned product. If the product is determined to be in proper working condition, LIGHTVU reserves the right to bill for any and all costs incurred to determine the functionality of the product.

### **Extended Warranty Program**

LIGHTVU offers an Extended Warranty Program available to all Authorized Resellers and End Users. Please refer to LIGHTVU's "Extended Warranty Program" or contact LIGHTVU Customer Care for more information either by phone at +1 855 514 4888 or by email at [sales@lightvu.com](mailto:sales@lightvu.com).

## **Limitation of Liability**

LIGHTVU will not be held liable for damage to property, loss of use of the product, loss of time, loss of profits, loss of business opportunity, loss of goodwill, loss of data, or any other financial loss, even if LIGHTVU is aware of the possibility of such damages.

LIGHTVU will not be held liable for any consequential, incidental, indirect, punitive, or any other type of damages, whether the claim is based on contract, tort, product liability, negligence, strict liability, or any other legal basis.

This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the Province of Alberta.