



LED Displays:
Great Pricing,
8 Year Mfg Warranty,
And the Shipping is on us!

Warranty

June 2015

TERMS AND CONDITIONS OF SALE and WARRANTY

From Your Signage Source ("YSS" and "Seller) to "Buyer"

Any sales of products ("Products" and also known as "Covered Products") or supply of services ("Services") shall be subject to the terms and conditions below in so far as they do not conflict with any other contractual provisions expressly agreed between Buyer and Seller. This document will also outline the 8 Year Warranty for the 10mm and 16mm full color Outdoor LED Displays ("Products" or "Covered Products"). No other general terms and conditions that may be referred to in Buyer's request for proposal or order shall apply, even if these have not been rejected by Seller.

1. WARRANTY

1.1 Seller warrants that the products purchased are in new condition and will be free from defects in materials and workmanship.

1.2 The software shall work properly with the Product, as set forth in the applicable documentation, provided that Software is properly installed on approved hardware and operated as contemplated in the documentation. Software is inherently susceptible to bugs and errors. Seller makes no warranty with respect to software which is provided to Buyer on an "as-is" basis and does not warrant uninterrupted or error-free operation of the Products.

1.3 Products shall be delivered in accordance with the agreed location per the Order. Any delivery date mentioned in the order confirmation is for information only. A tracking number will be provided at time of shipment. Products shall be delivered in Seller's standard package with Seller's standard labeling and markings. If Seller cannot ship the Products or supply the Services due to an act or omission of the Buyer, all costs associated therewith (including storage) shall be charged to Buyer.

1.4 Upon delivery of Product, the Buyer must give the Product a full inspection for any damages that may have incurred during shipping. Visible and noticeable damage must be reported to the freight company during the delivery time and must be documented with pictures – cell phone pictures are acceptable. Buyer's failure to give notice to Seller of any claim within 8 days after the delivery of the Products or supply of the Services shall constitute an unqualified acceptance thereof. Buyer shall file a claim for loss of or transport damage to the Products against the carrier immediately upon delivery and notify Seller forthwith. Rejected Products must be kept at Seller's disposal and can only be returned with Seller's prior consent.

1.5 This Limited Warranty shall be for a period of 6 months from the date the Covered Product is delivered to carrier at the shipping point, which the 6 months Limited Warranty period may be extended for an additional seven and a half years (totaling 8 Years) if Customer registers the Covered Product with Your Signage Source (in accordance with the terms hereof) within ninety (90) days of the date receipt of the Covered Product is delivered to the carrier at the shipping point ("Limited Warranty Period").

1.6 During the Limited Warranty Period, YSS will, at its discretion, either repair or replace the defective part of a Covered Product. This Limited Warranty extends only to the original purchaser ("Buyer") purchasing a Covered Product directly from YSS or its Partner. Before and after pictures are required. YSS will either provide a replacement part or product to replace the defective part or Covered Product or issue a Return Material Authorization ("RMA") number for Customer to return the defective part or Covered Product to YSS's service center in Woolwine, VA, for repair, pursuant to the terms stated herein.

1.7 All parts of a Covered Product replaced under this Limited Warranty becomes the property of YSS. In the unlikely event that the Covered Product has recurring failures, YSS, at its sole discretion, may elect to provide Customer with a replacement product of YSS's choosing that is the same or equivalent in performance to Customer's Covered Product. This is Customer's exclusive remedy for defective Covered Products under this Limited Warranty.

1.8 Unless otherwise stated, and to the extent permitted by local law, new Covered Products may be manufactured using new materials or new and used materials that are equivalent to new in performance and reliability. YSS may repair or replace Covered Products (a) with new or previously used products or parts that are equivalent to new in performance and reliability, or (b) with equivalent products to an original Covered Product that has been discontinued. Replacement 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 Covered Product they are replacing or in which they are installed, whichever is longer.

1.9 The quality warranty includes replacement of the LED Display if any of the following 3 standards are lower than our guarantee within 8 years; (1) the nits are 4,000 or below (2) the white balance & color consistency is below 80%, (3) the blind spot rate is below 3%. This does not include shipping to your location. It is your responsibility to dispose of the original LED Display.

1.10 If, in the unlikely event, the LED Display falls under 1.6 and is eligible for complete replacement, after the new LED display is installed, an new 8 Year quality manufacturer's warranty accompany the new LED Display.

1.11 On any Displays above 100 sq meters, you will receive an on-site maintenance every 4 years during the term of the registered warranty.



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2. ACCEPTANCE TESTS

If Seller has agreed that the Products or Services are subject to factory or on-site acceptance tests, Seller and Buyer shall agree on the acceptance procedures and tests. Buyer shall accept the Products or Services if the acceptance tests only reveal non-critical issues not preventing the operational use thereof subject to Seller remedying such issues within a reasonable time period. Any operational use of the Products or Services by the Buyer or any other user shall be deemed to constitute a final acceptance. Buyer shall, upon installation, properly inspect the Products.

3. OBTAINING WARRANTY SERVICE

3.1 If a Covered Product fails to function properly during the Limited Warranty Period, Customer must promptly contact YSS. If it's determined by YSS in its sole discretion, that a part of the Covered Product requires repair or replacement, Customer or the authorized service provider may contact YSS to order a replacement part or to obtain an RMA number for returning the failed part for repair. Under this Limited Warranty, YSS will make all reasonable efforts to ship Customer a replacement part to replace a part diagnosed as defective prior to Customer returning the failed part. On receiving the replacement part or product, Customer will be required to return the defective unused replacement part(s) or product to YSS within twenty Five (25) days. Failure to return the defective or unused replacement part(s) or product will result in YSS billing Customer for the replacement part(s) at YSS's then current List Price.

3.2. YSS reserves the right to limit replacement parts for Customers whose account reflects invoices, which are 30 days or more in arrears.

3.3. YSS will incur customary shipping and insurance costs to ship the replacement part or Covered Product to Customer. Buyer must return the defective parts to YSS using ground service or service of Buyers choice, at Buyers expense. Ground shipment service is only provided to the continental United States and Canada. This does not include the shipping costs, in the unlikely event, that the LED Display must be completely replaced. That will be the expense incurred by the Buyer. Shipments to all other countries will be at the expense of the Customer. If parts and processing time is available, at Customer's request and expense, YSS will ship out replacement parts using an expedited (e.g., next day) delivery service.

3.4. Although manufacturing of our Branded products is done in China, you are required to contact YSS Customer Support at (276) 930-1509 or the Customer Service for assistance in locating an authorized service provider and basic product operation and troubleshooting assistance.

4. PAYMENT - DEFAULT

4.1 Seller shall invoice Buyer the price of the Products on a shipment per shipment basis. Seller shall invoice Buyer the price of the Products and/or Services in advance at the commencement of the service agreement, or, for projects, prior to the supply thereof. The price shall be in the currency of Seller's quotation or applicable price list.

4.2 Buyer shall pay Seller's invoices as half down, balance prior to shipping. Products will not be shipped until final payment is received. Final payment will be a Bank Certified Check or a Bank Wire transfer to Seller.

4.3 If payment is delayed, Buyer shall pay Seller late payment interest at 7% p.a. on any overdue amounts. If Buyer fails to comply with Seller's payment terms or is unable to provide satisfactory security, Seller may, at its option, suspend its obligations until full payment or satisfactory security has been received by Seller, or consider all pending orders cancelled by Buyer. Any claim by Buyer shall not entitle Buyer to delay or withhold payment of the overdue amounts.

5. TERMINATION - CANCELLATION

5.1 In the event that (i) a petition in bankruptcy is filed by or against Buyer, or (ii) Buyer is declared bankrupt, or (iii) Buyer becomes insolvent or his credit becomes impaired in the reasonable opinion of Seller, or (iv) proceedings are initiated by or against Buyer seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief, or (v) if Buyer fails to perform or fulfill at any time any material obligation or condition hereunder, Seller, at its discretion, shall have the right to either suspend the performance of his obligations until the Buyer performs his obligations or to terminate the order with immediate effect without prior summons or notice period by registered letter. In the latter case, without prejudice to any other remedies, Seller may repossess the Products without the intervention of any court and Buyer shall assist Seller hereto at no charge.

5.2 If Buyer cancels the order after first payment (5.2), Buyer shall pay Seller a compensation equal to 60% of the order amount, without prejudice to Seller's right to seek reimbursement equal to its actual losses. Advances which have already been paid will accrue definitively to Seller to the extent of the compensation due..



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6. FORCE MAJEURE

6.1 Neither party shall be liable for default or delay in the performance of any of its obligations (except for any payment obligation) due to Acts of God, fires, explosions, strikes, riots, acts of terrorism, civil or international wars, invasions, refusal by governments to grant import or export licenses or the cancellation thereof, inability to obtain raw materials, components or parts due to Force Majeure, or a contingency of a supplier of goods and services, or any other event beyond the reasonable control of either party.

6.2 In case of Force Majeure, Seller shall allocate the available Products and supply the Services amongst its Buyers at its discretion.

7. WARRANTY PERIOD

7.1 Conditions precedent for Warranty to apply The Warranty shall apply only to the extent the Products, Services or any parts thereof have:

(i) been handled, transported, stored and installed (if and to the extent such activities have not been carried out by Seller) in accordance with Seller's instructions including but not limited to use of original packaging, covered and secure location, minimum temperature, maximum humidity, and proper installation by YSS certified personnel,...) or, in absence thereof, in a professional and workmanlike manner;

(ii) not been subject to any unauthorized access, alteration, modification or repair or attempts thereto (such as removal of warning labels, original seals or serial numbers) or any abuse or damage;

(iii) been at all times "normally used" for the specified purpose and installed, operated and maintained in strict accordance with the instructions set forth in the operating and maintenance manual or, in absence thereof, in a professional and workmanlike manner. For the purpose hereof, "normally used" shall mean a regular, ordinary and routine use as intended or as recommended by Seller;

(iv) not been connected to or used in combination with other equipment, products or systems (hardware and/or software) not compatible with the Product.

8. EXCLUSIONS AND RESTRICTIONS

8.1 Unless expressly identified in the YSS purchase documents with Customer for the Covered Product, this Limited Warranty applies only to hardware and software products manufactured for YSS. The Limited Warranty does not apply to any other third-party hardware products or software, even if packaged or sold with Covered Products and hardware. Manufacturers, suppliers, or publishers, other than YSS, may provide their own warranties to Customer, which shall not be binding on YSS or extend any liability of any kind to YSS. This Limited Warranty specifically does not cover the following:

8.2 Third-party communication devices such as wireless devices and modems, except that YSS will facilitate the replacement and return of such components to the manufacturer if they are still within the manufacturer's 1 year warranty.

8.3 Covered Product that has been moved from its initial installation location or is mounted in a mobile structure, unit or vessel.

8.4 Cosmetic damage to the Covered Product (including but not limited to scratches, dents and broken plastic that do not otherwise affect the functionality of the Covered Product or materially impair its use).

8.5 Covered Product, whose serial number has been removed, altered, defaced or in any other way made illegible.

8.6 Covered Product that has had any of the original identification, markings removed, including but not limited to, certification labels, safety labels and component location markings / labels.

8.7 Any items that are consumable, including but not limited to, surge suppression devices and filters.

8.8 Recovery or transfer of any data or software stored on the Covered Product not originally installed on the Covered Product by YSS.

8.9 Any onsite labor or equipment required servicing the Covered Product including diagnosis, removal and installation of parts or products

9. This Limited Warranty specifically does not cover conditions or damage caused by or resulting from the following:

9.1 Installation, maintenance or operation of a Covered Product not in conformity with any installation, maintenance and/or operating guidelines provided by YSS. (e.g. water damaged caused by penetration of cabinet, electrical damage caused by improper welding techniques, or water damage from improper closure of seals).



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- 9.2** Accident, abuse, omission, neglect, vandalism, misuse by Customer or any third party.
- 9.3** Extreme physical or electrical stress or interference, brown outs, fluctuation or surges of electrical power, lightning, floods, fire, acts of God, war, terrorism or other external causes, including Force Majeure. Please also note that Grounding Rods are mandatory.
- 9.4** Displays that are installed in such a fashion that the display ventilation is not able to maintain an operating temperature between -22°F and 120°F.
- 9.5** Use of the Covered Product for any period of time in temperatures below -22°F or above 120°F.
- 9.6** Unauthorized modification, alteration or addition including installation of third party software on a Covered Product's without the written permission of YSS.
- 9.7** Modification, alteration or service by service other than:
9.7.1: Your Signage Source
9.7.2: A YSS authorized service provider
9.7.3: Customer's own installation of end-user YSS approved parts.
- 9.8** Viruses, Trojan horses, worms or like destructive code or code that self-replicates or adversely affects the Covered Product.
- 9.9** All light emitting diodes (LED) have an inherent tendency to change in color and light intensity proportionate to period of use. These are universal characteristics and not product defects. Replacement of LED's so affected is not included under this Limited Warranty. YSS will provide replacement LED Modules, for LED Displays with a minimum of 1% failure of individual diodes.
- 9.10** YSS will only provide support and warranty parts to Customers that provide the serial number for the defective Covered Product when calling for support or parts. In cases where the serial number plate is not easily accessible after installation, it the responsibility of the Customer to maintain a record of each Covered Product's serial number.
- 9.11** YSS makes not other warranties, whether expressed or implied, with respect to the Covered Products or any Services and disclaims all other warranties, including implied warranties or merchantability, non-infringement and fitness for a particular purpose. YSS also makes no warranty regarding non-interruption of use or freedom from bugs.

10. LIMITATION OF LIABILITY

- 10.1** Seller's exclusive liability and Buyer's exclusive remedy for any and all claims, whether arising out of contract, warranty, negligence, Seller's failure to comply with laws and regulations, strict liability or otherwise, shall be limited to the price of the Product or Service in relation to which the claim is made or, at Seller's option, the replacement thereof.
- 10.2** In no event shall Seller be liable for special, incidental, punitive, indirect or consequential damages, (including without limitation loss of profits, business, revenue, goodwill or anticipated savings) whether or not caused by or resulting from the negligence or willful misconduct of such party.
- 10.3** This Limited Warranty limits the liability and obligation of YSS to repair or replacement of defective Covered Product, at its discretion. In no event shall YSS be held liable for any damages, including loss of income, other incidental or consequential damages regardless of the nature of the claim, or deemed to be in default of its obligations under this Limited Warranty, for any delay in providing service and or repaired or replacement parts or product.
- 10.4** Your Signage Source is not liable beyond the remedies set forth in this limited warranty, including but not limited to any liability for Covered Products not being available for use, installation of the Covered Products, lost profits, loss of business or for lost of corrupted data or software, or the provision of services and support. Your Signage source will not be liable for any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Except as limited by applicable law, notwithstanding anything else in this limited warranty or otherwise, Your signage Source will not be liable with respect to any subject matter of this limited warranty under any contract, negligence, strict liability, or other legal or equitable theory for amounts that in the aggregate are in excess of the amounts invoiced for the applicable Covered Product. Notwithstanding anything in this limited warranty to the contrary, the remedies set forth in this limited warranty shall apply even if such remedies fail their essential purpose. For the avoidance of doubt, under no circumstances will Your Signage Source be liable for the failure of the structure upon which a Covered Product is installed or attached.

11. SECRECY - INTELLECTUAL PROPERTY RIGHTS

- 11.1** Buyer shall not disclose any proprietary or confidential information of Seller.



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11.2 Any patents, trademarks, copyrights, any other intellectual property rights or any proprietary or confidential information, whether existing prior to the date of Buyer's order or developed as of the date thereof, shall remain the property of Seller or its licensor, as the case may be, and nothing herein shall be construed as conferring on the Buyer by implication or otherwise, any right, title or interest in, or any license under any intellectual property right, confidential information or other trade secret. Seller shall however not enforce its intellectual property rights against Buyer, its successors or assigns who are operating the Products or Services as authorized hereunder.

12. ASSIGNMENT

Buyer may not assign or otherwise transfer to a third party the benefits or obligations arising from the order, in whole or in part. Seller may assign the order to an affiliate of Seller or to a third party in connection with the sale of the business of Seller. The order shall be binding and shall inure to the benefit of the legal successors of either party.

13. GOVERNING LAW AND JURISDICTION

13.1 All sales of Products and supplies of Services are subject to the law of Seller's country or, where applicable, state or province of incorporation without recourse to its conflict of law principles. In the event of a conflict between these terms and conditions and public order provisions under any applicable law, the latter shall prevail and the validity of the other clauses of these terms and conditions shall not be affected. The provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods and the United States Uniform Commercial Code shall not apply to any order.

13.2 Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law: All arbitration proceedings to be held in Patrick County, VA. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Chuck Freels
Vice President

Your Signage Source

YSS is a Division of Zenta Corporation
Woolwine, VA



276-930-1509

www.YourSignageSource.com

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