

INDOOR LED SIGNAGE LIMITED WARRANTY

Warranty Information - Parts: 36 months, Labour: 36 months

Warranty Coverage

UTG Digital Media (8000310 Canada Inc.) warrants to the Purchaser that the equipment will be protected against manufacturing defects (as defined below) in materials and workmanship for the duration of this Warranty period. The Warranty period shall be valid for 36 months, effective as of date of delivery and installation.

UTG Digital Media's obligation under this Warranty is limited to, at Seller's discretion, replacing or repairing any equipment or part that does not meet the equipment specifications. Unless otherwise directed by the Seller, any defective part or component must be returned to UTG Digital Media for repair or replacement. The Seller may, at its discretion, provide on-site Warranty service, or otherwise be permitted a reasonable period of time to make replacements or repairs; all labour associated therewith shall be performed during standard working hours (Monday - Friday between 8:00 a.m. and 5:00 p.m.) at the location where labour is to be performed, excluding any statutory holidays observed by either the Purchaser or Seller.

UTG Digital Media shall incur ground transportation charges for the return of any defective component of the equipment. If returned equipment is repaired or replaced under the terms of this warranty, UTG Digital Media will absorb ground transportation to return the equipment to the Purchaser; otherwise, Purchaser shall cover all transportation charges. All returns must be pre-approved by UTG Digital Media before shipment. UTG Digital Media is not obligated to pay freight fees associated with any unapproved return. Purchaser shall pay any/all upgraded or expedited transportation charges.

Any replacement parts or equipment will be new or serviceably used, comparable in function and performance to the original part or equipment and equally warranted for the remainder of the Warranty period. Purchasing additional parts or equipment from the Seller does not extend this Warranty period.

A 'defect' shall hereby refer to a material variance from the design specifications that prohibit the equipment from operating for its intended use. The Warranty does not provide the replacement or installation of communication methods including (but not limited to) wire, fiber optic cable, conduit, trenching, or the purpose of overcoming local site interference radio equipment substitutions.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS – EXPRESSED OR IMPLIED – INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE SELLER ASSUMES NO RESPONSIBILITY FOR THE QUALITY OF THE EQUIPMENT OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH PURCHASER MAY BE BUYING THE EQUIPMENT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION OR ADVICE OFFERED BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A NEW WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

Exclusion from Warranty Coverage

The Warranty does not impose any action from or liability upon UTG Digital Media for:

- Any damage occurring, at any time, during shipment of equipment unless otherwise provided for in the Agreement. When returning equipment to Seller for repair or replacement, Purchaser assumes all risk of loss or damage, and agrees to use shipping materials/containers provided by UTG Digital Media, and ship the equipment in the manner prescribed by the Seller;
- Any damage caused by an unauthorized adjustment, repair, or service of the equipment by anyone other than UTG Digital Media's authorized repair agents;
- Any damage to equipment caused by the failure to provide a continuously suitable environment, including (but not limited to): neglect or misuse, a failure or sudden surge of electrical power, improper air conditioning or humidity control, or any other cause aside from standard usage;
- Any damage caused by fire, flood, earthquake, water, wind, lightning, or any other natural disaster, inability to obtain materials or utilities, strike, war, terrorism, civil disturbance, or any other cause beyond UTG Digital Media's scope of control;
- Failure to adjust, repair, or replace any part of the equipment (in the event that it would be impractical for UTG Digital Media to do so) due to connection of the equipment by mechanical or electrical means to another device not supplied by the Seller, or the presence of environmental conditions at the site that pose a danger to UTG Digital Media personnel;
- Any statements made about the product by salesmen, dealers, distributors or agents, unless such statements are in a written document signed by an officer of UTG Digital Media. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by Purchaser and are therefore not included in the contract of sale;
- Any damage arising from the use of UTG Digital Media products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by UTG Digital Media; or any performance of preventive maintenance.
- Any tampering, defacing, or removal of Company name and/or brand logo from Company product(s) will result in the termination of any existing warranty.

Limitation of Liability

UTG Digital Media shall be under no obligation to furnish continued service under this Warranty if alterations are made to the equipment without the prior written approval of UTG Digital Media.

It is specifically agreed upon that the price of the equipment is based upon the following limitation of liability. Under no circumstance shall UTG Digital Media (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental, or exemplary damages arising out of, or in any way connected to the equipment including (but not limited to) damages for lost profits, cost of substitute or replacement equipment, down time, lost data, injury to property, or any damages or sums paid by Purchaser to third parties, even if Seller has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort or statutory duty, principles of indemnity or contribution, or otherwise.

Under no circumstances shall UTG Digital Media be liable to Purchaser or any other party for loss, damage, or injury of any nature arising out of or in connection with this Warranty in excess of the purchase price of the equipment actually delivered to and paid for by the Purchaser. The Purchaser's remedy in any dispute under this Warranty shall be ultimately limited to the purchase price of the equipment to the extent the purchase price has been paid.