



Warranty & Limitation of Liability

Exclusions & Liability:

All warranties herein will exclude any items installed incorrectly, misused, neglected, altered, or abused. Any damages, failures, or defective items are subject to the discretion of Signlights LED. Failure to follow instructional documents or manual will void all warranties.

Signlights LED shall have no liability whatsoever in any event for payment of incidental or consequential costs including, without limitations, installation costs, and damages for personal injury or property.

All individual or companies using Signlights LED products are required to follow all National, State, and local government laws and guidelines requiring installation, use and disposal of products.

Use of a surge protector is highly recommended.

Any type of water damage to tubes including but not limited to condensation is not covered under warranty.

Signlights LED, LLC reserves the right to examine all products and reserves the right to be the sole judge as whether any product is defective and covered under warranty.

Damaged Items:

Any product item shipped from Signlights LED that is found to be damaged as a result of shipping must be reported to Signlights LED immediately upon receipt. Please inspect all packages upon receipt before delivery driver leaves premises. If you encounter damaged product due to shipping, contact Signlights LED at 828-455-1787 to request a damage call tag (DCT). Please be sure to provide pictures of damaged packaging. Once a DCT has been issued, product must be returned to the shipping company in the original packaging. Once received, if damage is found to be caused by shipping or packaging failure, a replacement product will be sent.

Defective Item:

Any items found to be defective within the warranty period must be returned to Signlights LED in the original packaging for evaluation and must be accompanied by original receipt. Failure to follow these instructions will result in voided warranty. In the event of a return of a defective item (s), an RMA number must be obtained by contacting Signlights LED at 828-455-1787. Buyer is responsible for the shipping and associated costs of the defective item to Signlights LED. If the product is found to be defective, a replacement product will be issued at no charge .

No Return/ No Refund Policy

Signlights LED does not issue refunds. Returns will be accepted only if product has been damaged in shipping or is defective and the specific instructions for returns have been followed.

Onsite Technician Support:

On site requested visits by a Signlights LED Support Technician will incur the following charges:

\$350 minimum charge for first 3 hours and \$75 per hour for each additional hour. plus fuel charges. Charges will begin once Technician leaves our facility and if overnight stay is required, hotel or lodging fees will be charged additionally.

Product Warranty:

Signlights LED warrants to the original purchaser of our LED Displays that product will be free of defects in material and workmanship for three (3) years from date of purchase. The warranty will expire three years from purchase date.

Signlights LED warrants to the original purchaser of our LED Sign Tubes that product will be free of defects in material and workmanship for five (5) years from date of purchase in accordance with manufacturers warranty. The warranty will expire five years from purchase date.

Signlights LED warrants to the original purchaser of our Signlights LED Modules and Drivers that product will be free of defects in material and workmanship for five (5) years from date of purchase. The warranty will expire five years from purchase date

Any misuse or improper installation or damage will immediately void warranty.

Damage caused by wind, flood, earthquake, storms including lightning, water or any other act of nature will not be covered under warranty.

Power surge damage is not covered under warranty.

Use of unapproved replacement parts, connections or unauthorized service will void warranty.

Failure to follow instructional documents or manual will void all warranties.

Damage caused by improper voltage input or physical damage from misuse or improper installation will void warranty.

Display Screen Cabinet Color Fading or LED degrading from outdoor exposure is not covered under warranty.

Incorporation of accessories, attachments, mounting accessories, software, mounting structure, conduit, wiring, trenching, or any accessories not provided with Display Screens or any exceptional causes will not be covered under warranty.

Warranty is valid for original purchaser as defined on invoice.
Warranty is non- transferrable.

The Signlights LED Warranty shall be the sole remedy of the Customer and the sole liability of Signlights LED, LLC to the Customer. Signlights LED does not imply statutory warranty of merchantability or fitness for a particular purpose to be made or to be implied.

THIS WARRANTY IS EXCLUSIVELY FOR THE BENEFIT OF THE INITIAL PURCHASER OF THIS PRODUCT FROM SUPPLIER, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE FOREGOING WARRANTY IS IN LIEU OF, AND SUPPLIER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE LAW, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASERS EXCLUSIVE REMEDIES AND SUPPLIERS ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

LIMITATIONS OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL SUPPLIER BE LIABLE TO ITS INITIAL PURCHASER OR ANYONE ELSE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE

PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF THE INITIAL PURCHASER OR OTHER THIRD PARTIES FOR ANY DAMAGES, EVEN IF THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT, REGARDLESS OF CAUSE, SHALL SUPPLIER BE LIABLE FOR PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION OR FOR INDEMNIFICATION OF INITIAL PURCHASER OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES ARISING OUT OF OR RELATED TO THE PRODUCTS.

NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED SHALL PASS THROUGH OUR INITIAL PURCHASER TO ANY OTHER PERSON, ORGANIZATION, ENTITY, OR THE LIKE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL ANY LIABILITY OR RESPONSIBILITY OF SUPPLIER WHICH MAY ARISE IN ANY CIRCUMSTANCES WHATSOEVER EXCEED THE PRICE TO THE INITIAL PURCHASER OF THE SUPPLIER'S PRODUCT ON WHICH SUCH LIABILITY IS BASED.

Warranty is subject to change without notice.

In no event shall Signlights LED, LLC including its subsidiaries, affiliates, officers, directors, employees, or agents be liable for any claims asserting or based on:

- 1. Loss of facility**
- 2. Loss of Equipment, Cost of Substitute property**
- 3. Loss of Revenue or Cost of Capital**
- 4. Loss of Business, Profit or Property Value**
- 5. Down Time Cost or Claimant's Customers**
- 6. Loss of goodwill**

In no event shall Signlights LED, LLC including its subsidiaries, affiliates, officers, directors, employees, or agents be held liable for any damages, injury, or loss of life due to installation or use of any Signlights LED products.

