

Electro-Mech Scoreboard Company Standard Warranty and Limitation of Liability for Scoreboards

Warranty Coverage

Electro-Mech warrants to the original end-user that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of five years from the date of invoice..

Electro-Mech's obligation under this Warranty is limited to, at Electro-Mech's option, replacing or repairing, any Equipment or part thereof that is found by Electro-Mech not to conform to the Equipment's specifications. Any defective part or component shall be returned to Electro-Mech for repair or replacement. Equipment determined not to conform to specifications will be repaired or replaced and returned to Purchaser with transportation charges prepaid.

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

Defects shall be defined as follows. With regard to the Equipment (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided by Electro-Mech does not impose any duty or liability upon Electro-Mech for partial LED pixel degradation.

The Warranty does not provide for the replacement of communication methods including but not limited to, wireless systems, wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

Exclusion from Warranty Coverage

The limited warranty provided by Electro-Mech does not impose any liability upon Electro-Mech for:

- Any damage caused by the unauthorized adjustment, repair or service of the Equipment by anyone other than personnel of Electro-Mech or its authorized repair agents.
- Damage caused by the failure to provide a continuously suitable environment, including, but not limited to (i) neglect or misuse (ii) a failure or surges of electrical power (iii) any other cause other than ordinary use.
- Damage caused by vandalism, fire, flood, earthquake, water, wind, lightning or other natural disaster, or any other cause beyond Electro-Mech's reasonable control.
- 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 Electro-Mech.

Limitation of Liability

In no event shall Electro-Mech be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, lost data, or injury to property, or any damages or sums paid by Purchaser to third parties.