



A Luminator Technology Group Company

BUS PRODUCTS WARRANTY

SELLER HEREBY EXPRESSLY EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, except such express warranties as are set forth in the paragraph below. ANY COMPONENT SUPPLIED BY PARTIES OVER WHOM SELLER HAS NO CONTROL AS TO THE QUALITY OF THE MANUFACTURE IS HEREBY EXPRESSLY EXCLUDED FROM ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, except as set forth in the express written warranty of the supplier of such component.

Seller warrants to the Buyer the products manufactured by Seller to be free from defects of material and workmanship for a period of **six years parts and labor reimbursement** from the date of shipment from Seller's plant provided the products are operated under normal conditions and within the limits of the specifications of the product.

Seller warrants to the Buyer spare parts and repair parts manufactured by Seller to be free from defects of material and workmanship for a period of one year from date of shipment from Seller's plant provided the products are operated under normal conditions and within the limits of the specifications of the product.

Seller will correct within a reasonable time after receipt of the defective part, parts or product, any defect in any product sold hereunder which it finds to be defective, at Seller's option either by repairing or replacing the defective part, parts or product and such action shall be accepted by Buyer as full performance of the Warranty.

Buyer shall notify Seller in writing of any defect. Seller will determine at its option whether the products should be returned to Seller or be repaired or replaced elsewhere.

The return of any product shall be at the expense of Buyer.

LIMITATION OF PROCEEDINGS: No action of any kind may be commenced against Seller more than one (1) year from the date Buyer's claim or cause of action against Seller first arose.

This warranty is limited to material and workmanship and will not cover any product failures as a result of:

- Damage caused by accident, abuse, misuse, or improper installation.
- Damage caused by environmental conditions including, but not limited to: fire, vandalism, water, temperature, humidity, dust, etc.
- **Damage caused by service completed by personnel other than Luminator or Luminator authorized technicians.**
- Modification to product completed without prior written approval by Luminator Holding LP.

WARRANTY REPAIR PROCESS: Product to be returned for repair must have a service dispatch (SD) number. No items will be accepted without an SD number. The SD number should be noted on the box and on the paperwork that accompanies the returned product. This number can be obtained by contacting Luminator Repair Service at 972-516-3120. Material should be shipped to:

Luminator Holding, LP
Attn: Repair
900 Klein Road
Plano, TX 75074 USA

Product returned to Luminator under warranty should be shipped freight prepaid. Product returned to Luminator must be properly packaged. Luminator is not responsible for damage to a product during transit or packages lost in transit.

Return freight via UPS Ground will be paid by Luminator on all warranty repairs. All costs for any other method of shipment are the responsibility of the Buyer. Freight charges for non-warranty product will be the responsibility of the customer.

WHAT IS COVERED: Parts and labor or replacement of failed product **as well as the cost to remove and replace said product.** Luminator Holding LP will cover these costs at the rate of \$60.00 per hour based on the time allowed as outlined in the following chart:

Sign Configuration	Removal and Replacement minutes (total for both)
Gen 4 Type Front Sign (display boards only)	15
Side Sign	15
Dash Sign	15
Side Route Sign	15
Rear Sign	15
Operator System Controller (ODK)	15

Labor costs will be credited to Buyer's account to be applied to future purchases of aftermarket parts/products and for non-warranty repairs. **No direct reimbursement will be provided without prior written approval.**

To obtain credit, Buyer must complete the "Labor Credit Request" that will be provided with the returned parts/products. This form, once completed, should be sent with a copy of the packing slip from the shipment to:

Luminator Holding LP
Attn: Bus Customer Service
900 Klein Road
Plano, TX 75074

WAIVER: Waiver by Seller of a breach by Buyer of any provision of this contract shall not be deemed a waiver of future compliance therewith and such provision as well as all other provisions hereunder shall remain in full force and effect.

DAMAGES: Seller's liability shall in no event, except in the case of non-delivery, exceed the cost of repairing or replacing such part, parts or products or the amount of the purchase price paid with respect to the product on which the claim for damage is based, whichever is the lesser amount (Buyer must return to Seller any product which Buyer receives the amount of the purchase price paid). In the case of non-delivery, Seller's liability shall not exceed the difference, if any, between the contract price and the market price existing on the contract day of delivery for that product which was to be delivered.

SELLER IN NO EVENT SHALL HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFIT OR DAMAGES RESULTING FROM PERSONAL INJURY, DEATH OR DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PRODUCT SOLD HEREUNDER.

Luminator Holding, LP

900 Klein Road Plano, Texas 75074