



## WARRANTY TERMS AND CONDITIONS, RETURN, AND REPAIR INFORMATION

EFFECTIVE DATE: MARCH 1, 2020

This Warranty Terms and Conditions, Return and Repair Information ("Warranty Document") sets forth the warranties provided by Luminator Technology Group, Inc. ("Luminator") to its customers with respect to the products listed below ("Products"). By accepting delivery of a Product, You ("Customer") agree to be bound by and accept all the terms and conditions in this Warranty Document.

Luminator products are manufactured in accordance with high quality standards, and when used in the manner intended, have a limited warranty against defects in material or workmanship for the following warranty periods:

<b>Product / Solution Type:</b>	<b>Duration and type (parts and labor):</b>
Destination Display (All excluding Mobilite)	Six (6) Years* / Aftermarket Three (3) Years
Voice Announcement System and Infotainment System	Three (3) Years*
On-board Video Security System	Two (2) Years
Stationary Passenger Information Display	One (1) Year
Next-Stop Display	One (1) Year
Destination Display (Mobilite)	One (1) Year

*\*Removal and replacement labor is included in the warranty for this item*

The warranty period commences on the date equipment is shipped from Luminator's facility. During the warranty period, at its discretion, Luminator's obligation will be limited to repair or replacement, without charge, of any Product proven to be defective in material or workmanship. Customer is responsible for all freight charges to Luminator's facility and will be returned pre-paid by Luminator. Repair of a defective Product is contingent upon availability of replacement parts. If replacement parts are not available, Luminator will, at its option replace the equipment with a comparable product.

### INSTRUCTIONS FOR OBTAINING REPAIR OR RETURN SERVICE:

1. All goods must be returned with a valid SRO number.
  - To request authorization for Passenger Information System and components products by phone, contact the repair service department at: 972-516-3187 or email: [busrepair@luminatorusa.com](mailto:busrepair@luminatorusa.com).
  - To request authorization for On-board Video Security Systems and components, contact the repair service department at: 425-483-7100 or email: [support@apollovideo.com](mailto:support@apollovideo.com)
  - When the SRO is requested, please be prepared to provide the following information:
    - Your name, company or agency name, telephone number, email and physical shipping address
    - Part or model number of the product
    - Serial number and quantity of each product
    - Description of the defect or repair requested
  - Luminator shall either advise Customer that warranty service shall be provided at the location of the Product or shall provide shipping instructions for repair or replacement.
2. Package your return carefully, using the original boxes and packaging material if possible. Luminator is not responsible for damage to a product during transit or product lost in transit.
3. Label the outside of the box with the SRO number obtained.
4. Ship the package freight pre-paid to:  
Luminator Technology Group  
Attn: SRO #\_\_\_\_  
900 Klein Road  
Plano, TX 75074

If your repair is urgent, use expedited freight. Repairs sent via overnight shipping will be returned via overnight shipping. NOTE: Customer may still incur repair and/or replacement costs due to damage or misuse for Products covered under a valid warranty. Customer may also incur a charge if a Product is returned and found to be free of defects, including shipping charges. Unless otherwise noted above, the labor required for removal and replacement of warranted equipment is not included or reimbursable under the standard warranty. To submit for reimbursement of labor, please consult with your local Luminator representative.

**LIMITATION OF WARRANTY:** This warranty covers normal use and does not cover damage arising from use of a Product in any application other than that for which the Product is intended, damage which occurs in shipment or failure which results from alteration, accident, misuse, neglect, voltage fluctuations, lightning, fire, water damage, (or other acts of nature), riots, faulty installation or adjustment of controls, interfacing with non-standard or custom equipment, improper maintenance, or alteration, repair or service by anyone other than Luminator personnel or its authorized repair agents. This warranty also does not cover normal wear and tear of equipment, including, but not limited to broken connectors, broken or scratched housings or cases, frayed wires, etc. Equipment or devices that Luminator product is connected or mounted to is not covered under warranty and therefore Luminator is not responsible for malfunctions that might occur with the installation of such equipment or device. Any device or component supplied but not manufactured by Luminator is hereby expressly excluded from all implied warranties of merchantability, fitness or otherwise, except as set forth in the express written warranty of the supplier of such device or component. THE WARRANTIES SET FORTH IN THIS WARRANTY DOCUMENT ARE IN LIEU OF ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND OF ANY OTHER SIMILAR OBLIGATION ON THE PART OF LUMINATOR.

**LIMITATION OF LIABILITY:** LUMINATOR SHALL IN NO EVENT HAVE OBLIGATIONS OR LIABILITIES TO CUSTOMER OR ANY OTHER PERSON FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF LUMINATOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING. Without limiting the generality of the preceding sentence, Luminator shall not be liable for personal injury or property damage. In no event shall the liability of Luminator arising in connection with the Products exceed the actual amount paid by Customer to Luminator for the Products.

**MISCELLANEOUS:** THIS WARRANTY DOCUMENT APPLIES (I) UNLESS CUSTOMER AND LUMINATOR HAVE SIGNED A SEPARATE PURCHASE AGREEMENT FOR THE PRODUCTS OR AN AGREEMENT TO LICENSE SOFTWARE ASSOCIATED WITH THE PRODUCTS, IN WHICH CASE SUCH AGREEMENT SHALL GOVERN AND SET FORTH THE APPLICABLE WARRANTIES. LUMINATOR WILL ONLY BE OBLIGATED TO HONOR ANY WARRANTY SET FORTH IN THIS WARRANTY DOCUMENT UPON RECEIPT OF FULL PAYMENT FOR THE PRODUCTS. This Warranty Document represents the entire agreement between Luminator and Customer relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth herein are of no force and effect. This Warranty Document may not be altered, supplemented, or amended by the use of any other document(s), including an order for Products. Any attempt to alter, supplement or amend this document or to enter an order for Products that is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Luminator and Customer. The warranties contained herein extend only to the original purchaser of the Products and no attempt to extend the warranties to any subsequent transferee of the Products shall be valid or enforceable without the express written consent of Luminator. Interpretation and enforcement of these terms and conditions shall be governed by the laws of the State of Texas.

All returns may be subject to a 20% re-stocking fee. Please contact your local representative for extended warranty and on-site service options.

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<sup>1</sup> Luminator will reimburse at a rate of \$60 USD per hour for the labor rate of removal and replacement for Destination Displays (excluding Mobilite), Voice Announcement System and Infotainment Systems. Each component (Front, side, dash or rear display and / or operator system controller) will be reimbursed a total of 15 minutes for the removal and replacement. Labor costs will be credited to Buyer's account to be applied to future purchases of aftermarket parts/products and for non-warranty repairs. To obtain credit, Buyer must complete a "Labor Credit Request" form that is provided with the returned parts. Once completed mail the form with a copy of the packing slip to: Luminator Technology Group, 900 Klein Road - Plano, TX 75074.