



## WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Rockstar Digital with respect to the Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Agreement.

ROCKSTAR DIGITAL WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE EQUIPMENT.

### 1. Warranty Coverage

A. Rockstar Digital 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 one (1) year (the "Warranty Period"). The warranty period shall commence on the earlier of: (i) four weeks from the date that the equipment leaves Rockstar Digital's facility; or (ii) Substantial Completion as defined herein. The warranty period shall expire on the first anniversary of the commencement date.

"Substantial Completion" means the operational availability of the Equipment to the Purchaser in accordance with the Equipment's specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.

B. Rockstar Digital's obligation under this Warranty is limited to, at Rockstar Digital's option, replacing or repairing, any Equipment or part thereof that is found by Rockstar Digital not to conform to the Equipment's specifications. Unless otherwise directed by Rockstar Digital, any defective part or component shall be returned to Rockstar Digital for repair or replacement. Rockstar Digital may, at its option, provide on-site warranty service. Rockstar Digital shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during regular working hours. Regular working hours are Monday through Friday between 8:00 a.m. and 5:00 p.m. at the location where labor is performed, excluding any holidays observed by either Purchaser or Rockstar Digital.

C. Rockstar Digital shall pay 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, Rockstar Digital will prepay ground transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the Equipment back to the Purchaser. All returns must be pre-approved by Rockstar Digital before shipment. Rockstar Digital shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

D. 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.

E. 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 Rockstar Digital does not impose any duty or liability upon Rockstar Digital for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for 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, EXPRESS 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 UNDERTAKES 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 GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

### 2. Exclusion from Warranty Coverage

The limited warranty provided by Rockstar Digital does not impose any duty or liability upon Rockstar Digital for:

A. Any damage occurring, at any time, during shipment of Equipment unless otherwise provided for in the Agreement. When returning Equipment to Rockstar Digital for repair or replacement, Purchaser assumes all risk of loss or damage, and agrees to use any shipping containers that might be provided by Rockstar Digital and to ship the Equipment in the manner prescribed by Rockstar Digital;

B. Any damage caused by the unauthorized adjustment, repair or service of the Equipment by anyone other than personnel of Rockstar Digital or its authorized repair agents;



C. Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;

D. Damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Rockstar Digital's reasonable control;

E. Failure to adjust, repair or replace any item of Equipment if it would be impractical for Rockstar Digital personnel to do so because of connection of the Equipment by mechanical or electrical means to another device not supplied by Rockstar Digital, or the existence of general environmental conditions at the site that pose a danger to Rockstar Digital personnel;

F. 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 Rockstar Digital. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by Purchaser and are not part of the contract of sale;

G. Any damage arising from the use of Rockstar Digital 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 Rockstar Digital; or

H. Any performance of preventive maintenance.

### **3. Limitation of Liability**

Rockstar Digital 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 Rockstar Digital.

It is specifically agreed that the price of the Equipment is based upon the following limitation of liability. In no event shall Rockstar Digital (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 with the Equipment or otherwise, 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 Rockstar Digital 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.

In no event shall Rockstar Digital be liable to Purchaser or any other party for loss, damage, or injury of any kind or 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.

### **4. Assignment of Rights**

The Warranty contained herein extends only to the original end-user (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Rockstar Digital.

### **5. Dispute Resolution**

Any dispute between the parties will be resolved exclusively and finally by arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Rochester, Michigan. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

### **6. Governing Law**

The rights and obligations of the parties under this warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980. Both parties consent to the application of the laws of the State of Michigan to govern, interpret, and enforce all of Purchaser and Rockstar Digital rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.

### **7. Availability of Extended Service Agreement**

For Purchaser's protection, in addition to that afforded by the warranties set forth herein, Purchaser may purchase extended warranty services to cover the Equipment. The Extended Service Agreement, available from Rockstar Digital, provides for electronic parts repair and/or on-site labor for an extended period from the date of expiration of this warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this warranty for extended additional services. For further information, contact Rockstar Digital Customer Service at 1-888-808-5868.