

Nanolumens Nixel[™] to Pixel Warranty

This Standard Limited Warranty applies to all displays sold by Nanolumens, Inc. to End Users, Resellers or Distributors, unless otherwise stated (these displays are referred to in this Warranty as a “Display” or the “Displays”). As used in this Warranty, the term Display includes the associated Nanolumens DIU devices.

Effective Date: The effective date for the beginning of Warranty Period is from the date of shipment of a Display from Nanolumens directly to an End User or the first date of shipment of a Display by a Nanolumens Reseller or Distributor to their customer.

Warranty: Nanolumens warrants to the End User that the Display will be free from defects in material and workmanship under normal use as intended by Nanolumens for the Standard Warranty Period. This warranty applies only to the Display as originally installed in accordance with Nanolumens’ requirements at the End User’s location and does not cover Displays installed outside of compliance with Nanolumens’ requirements, Displays resold beyond the initial installation, or Displays used as rentals or other temporary installations.

Standard Warranty Period: Standard warranty periods apply per product specification as stated in Exhibit A attached hereto for all Display components and parts, including DIUs (the “Warranty Period”).

Extended Warranty: Upon request and dependent upon product specification, Nanolumens may, in Nanolumens’ sole discretion, agree to extend the Standard Warranty Period for one-year periods up to a total of four (4) years for additional charges. Any such warranty extension shall be pursuant to an accepted proposal and resulting purchase order paid in full.

Warranty Exclusions:

This Warranty does not cover:

- (a) Display damage or loss including theft occurring during shipment from Nanolumens’ facilities to the End User or distributor.
- (b) Display damage or failure to LEDs beyond the Standard Warranty Period unless an Extended Warranty is purchased at the time of initial purchase.
- (c) Display damage or failure associated with connecting or interfacing a Display with a device that has not been approved by Nanolumens.
- (d) Display damage or failure associated with any repairs to the Display within the Warranty Period by any repair personnel who have not been authorized or approved by Nanolumens.

- (e) Display damage or problems caused by the use of non-approved replacement parts.
- (f) Display damage or failure caused by misuse, improper handling, improper moving, improper power source attachment, accidents, fire, flood, lightning, earthquake or other natural disaster or man-made disasters including power surge(s), vandalism, terrorism, tampering, environmental conditions, inappropriate storage and any improper mounting or hanging.
- (g) Display damage or failure caused by improper installation/alignment or set-up or by service personnel who have not been approved by Nanolumens.
- (h) Display damage or failure caused by any Display modifications except as performed by Nanolumens personnel or their authorized Service Partners.
- (i) Display damage or failure caused by use of Displays while in motion unless on a platform or other movable device specifically approved by Nanolumens.
- (j) Cosmetic LED or LED mask discoloration due to UV exposure.
- (k) Use of Displays beyond Nanolumens factory authorized tolerances which are set or calibrated by Nanolumens prior to shipment.
- (l) Displays or DIU devices whose serial number has been removed or obliterated.
- (m) Displays sold by a Reseller to an End User, which is then resold or rented to a third- party.

Failure to perform appropriate regular maintenance as required and in accordance with the maintenance schedule specified by Nanolumens will void this Warranty. End Users/Customers are required to use appropriate shipping materials to return Displays (we recommend retaining the original packaging/crating and shipping materials, where possible). In the unlikely event components of the Display need to be returned to Nanolumens, the End User/Customer is required to pay the shipping and, if located outside the USA, export the components involved for repair to Nanolumens who will then pay the return shipping back to the End User/Customer of the repaired or replaced components.

Considered Defect/Failure:

Nanolumens will repair or replace a Display Board (“Nixel™”) should even a single pixel fail to operate normally meaning fail to light at all, fail to light a component (RGB), being “stuck” on a color or become intermittent (weakened solder joint); if an electrical or electronic component fails to operate normally (power supply, digital communication boards, display interface unit, etc.); or a mechanical failure (excepting non-covered instances listed above) of the Display cabinet or Nanolumens-supplied mounting hardware.

Territory and Time of Repair:

The Warranty applies to Displays sold worldwide, however the removal/reinstallation and the shipping of failed components to Nanolumens remains the responsibility of the End User/Customer. This Warranty does not obligate Nanolumens to provide any on-site warranty service at the location of the Display. Nanolumens offers Service Level Agreements (SLA) that include on-site services, including all repair and maintenance, as well as offering enhancements to the on-site spares kit. There are different levels of SLAs available that include various levels of on-site spares and response windows. See your Nanolumens representatives for more details.

Warranty Process:

Nanolumens or their authorized Service Partner must be notified of the defect during the Warranty Period. The End User/Customer should email techsupport@nanolumens.com or call 1-855-233-2488 or notify the appropriate authorized Service Partner immediately on discovering the defect. A Repair Merchandise Authorization (RMA) number will be provided by Return email or at the time of the call. Upon receipt of defective parts under an RMA, Nanolumens will repair or replace the defective parts without charge during the Warranty Period. Nanolumens will make all reasonable efforts to complete the repair as quickly as practical.

Nanolumens may stage parts at the End User/Customer location. These parts should be kept in a secure and accessible place. If Nanolumens or its authorized Service Partner does not have parts on site, then parts will be sent via overnight delivery at Nanolumens' expense during the Warranty Period. Surcharges/duties may apply for shipment of parts to International locations and these will be the responsibility of the End User/Customer.

In making any repair under warranty, Nanolumens or their authorized repair Service Partner may use new or refurbished parts. Nanolumens warrants replacement parts used in making warranty repairs for the remainder of the original Warranty Period. It is understood, however, that due to the nature of Chip-On-Board ("COB") technology, those Nixels that are manufactured using COB may bear minor inconsistencies once repaired or refurbished.

This warranty may be supplemented or modified by other programs offered by Nanolumens, if applicable, including Nanolumens extended Warranty Periods and/ or by express written agreement with Nanolumens. This warranty does not apply to obsolete, refurbished or demonstration Displays offered for sale by Nanolumens except as expressly agreed in writing.

EXCEPT AS OTHERWISE EXPRESSLY AGREED BY NANOLUMENS IN WRITING, THIS WARRANTY APPLIES IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND NANOLUMENS MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NANOLUMENS WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, WHETHER OR NOT NANOLUMENS HAS BEEN ADVISED THAT ANY SUCH DAMAGES MAY OCCUR.

NANOLUMENS SPECIFICALLY DISCLAIMS ANY LIABILITY DUE TO DEATH, DAMAGES OR INJURY DUE TO INAPPROPRIATE USE, MOUNTING OR HANGING OF THE SPECIFIED DISPLAYS. THIS WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, USA, AND MAY NOT BE ASSIGNED.

Out of Warranty:

Repair/replacement of Displays that fail outside of the Standard Warranty Period or Extended Warranty Period will be subject to additional charges at MSRP and standard repair labor rates.

EXHIBIT A**STANDARD WARRANTY PERIODS**

Product Name	Coverage	Option to Extend
Captivate	2 years	1 year
CLRVU	3 years	N/A
CLRVision	3 years	N/A
Performance	3 years	1 year
Engage	6 years	4 years
Nixel	6 years	4 years
Engage NXT	2 years	1 year
Engage Pro	6 years	4 years