

Fair-Play

A TRANS-LUX[®] COMPANY

**TRANS-LUX MIDWEST CORPORATION
d.b.a. Fair-Play Scoreboards**

FIVE YEAR LIMITED WARRANTY

**MONOCHROME LED
MARQUEE and MESSAGE CENTERS**

Trans-Lux Midwest Corporation d.b.a. Fair-Play Scoreboards ("Seller") manufactures a variety of solid state electronic products.

Seller warrants that for a period of five (5) years from date of invoice of any of its monochrome red or amber Light Emitting Diode (LED) products it will repair or replace, from new or serviceable used parts, at the Seller's option, any of its LED electronic products that are found to be defective in materials and/or workmanship under normal use and maintenance. This warranty requires that the defective equipment be returned to Seller. A return authorization number must be obtained from the Seller's Service Center before returning any product. Returned products must be properly packaged and shipped prepaid. Return shipping costs after repair will be paid by Seller except for overnight, express or special shipping costs which shall be paid by Purchaser.

Conditions and Limitations

This warranty covers equipment and software manufactured by the Seller only. It does not apply to installation or service labor. This warranty also does not apply to completed subassemblies (including, but not limited to, computers, keyboards, power supplies, monitors, disk drives, fans, air conditioning units, wireless components, etc.) or software manufactured by other companies. Where a third party's equipment or software is supplied hereunder, such manufacturer's warranty and warranty period shall apply in place of the above, and Seller hereby assigns to Purchaser all of its rights under transferable third party warranties for such equipment and/or software. Wireless control devices even if not defective may not function reliably in certain environments or otherwise due to outside causes beyond Seller's control, including but not limited to cell phones or portable computers. In the event it is determined a wireless device during the ninety (90) day period following shipment does not function in accordance with its specification without repeated errors or is otherwise consistently unreliable, and Seller determines repair or replacement thereof is not likely to improve performance, at Purchaser's request, upon return to Seller postage prepaid in like new condition within such time period, Seller's sole obligation shall be to refund the entire purchase price of such device, and thereafter Seller's sole obligation shall be to repair or replace defective components for the balance of the warranty period without responsibility or liability for claims for unreliable performance not due to defects.

This warranty shall not apply in case of neglect, abuse or damage caused by user, sabotage, vandalism, acts of terrorists, improper storage, improper installation, maintenance or servicing of the equipment by anyone other than Seller or the Seller's authorized representative, or failure to operate and maintain according to Seller's instructions furnished with the product. The warranty also does not apply to components damaged by power surges, water damage, lightning, wind damage or other "acts of nature," excessive application of power, or "burn in" due to static (non-moving) images applied for lengthy periods of time, replacement of fluorescent or incandescent lamps or light emitting diodes (LEDs), nor the use of high pressure washes, exposure to concentrated detergents or other chemical agents or solvents, improper handling by third party shippers, disabling fans or other factory installed cooling systems, installing non-factory replacement parts, removing warning labels and protection devices, software conflicts due to non-factory loading of additional software on the controller, computer viruses or loading software onto non-factory authorized computer.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF SELLER, EXPRESS OR IMPLIED, AND, EXCEPT TO THE EXTENT HEREIN PROVIDED, SELLER DOES NOT MAKE ANY WARRANTY WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price or \$25,000.00 whichever is less. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits or data even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

No person is authorized to give any other warranty or to assume any additional obligation on the Seller's behalf unless such additional warranty or obligation is made in writing and signed by a duly authorized officer of Seller.

Fair-Play[®] Scoreboards - A Division of Trans-Lux Midwest Corporation
For Service contact: Trans-Lux Repair Center, 110 Richards Avenue, Norwalk, CT 06854
Telephone: 800-462-2716 Fax: (203) 831-8827
Internet Address - www.fair-play.com

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