

5 Year Peace of Mind Parts WARRANTY

Standard Terms and Conditions

1. **DEFINITION OF 5 YEAR PEACE OF MIND PARTS WARRANTY COVERAGE**
 - a. The 5 Year Parts Warranty includes replacement of failed electronic parts and assemblies, as well as all mechanical components, of Adaptive outdoor LED Displays.
 - b. LED Failure – An LED display module is eligible for warranty replacement if 1% or more of the LED's on the display module have failed (no longer emits light).
2. **ELIGIBILITY**
 - a. Warranty periods begin on the commissioning date or 30 days after shipment of the product, whichever is earlier.
 - b. The Authorized Adaptive Sales Partner must work with Adaptive Technical Services to complete commissioning process for each installation.
3. **SALES PARTNER RESPONSIBILITIES**
 - a. The Sales Partner is responsible for obtaining warranty parts through the **Adaptive RMA process**.
 - b. The Adaptive Sales Partner must order necessary spares. It is the partner's responsibility to return unused or failed parts within 30 days to obtain the proper credit. The RMA number must be visible on the outside of the package of the returned parts to insure proper and rapid credit.
 - c. Sales Partner is responsible for ensuring correct product installation per Adaptive installation instructions. Failures due to improper installation will void the warranty.
 - d. The Sales partner must notify Adaptive if a change of location or ownership of the displays occurs. Failure to do so may void this warranty.
 - e. The Sales Partner is responsible for insuring the end user/operator receives appropriate training before or during commissioning.
4. **ADAPTIVE RESPONSIBILITIES**
 - a. In the event of failure, we will supply replacement parts to an Authorized Adaptive Sales Partner. We make every effort to have these parts available within 24 hours of request.
 - b. Adaptive sends prepaid return labels with all replacement parts to simplify the return process for our partners.
 - c. When the RMA or failed parts are returned, a credit will be made in the original amount of the RMA.
 - d. Adaptive offers a wide variety of on-line and classroom training resources to insure our Partners and their customers have easy access to any training materials.
5. **SERVICE LIMITATIONS**
 - a. Adaptive is not responsible for damage or operating defects of failures from user neglect or abuse, improper installation (per Adaptive installation guide, specifically correct earth grounding of Sign Case), or maintenance or servicing by anyone other than Adaptive Micro Systems or its authorized service representative. Adaptive is not responsible for damage resulting from shipping, power surges, fires, floods, lightning, earthquakes, storms, or other natural disasters, from any act of vandalism, failure to properly close access doors after service, and failures caused by environmental conditions beyond Adaptive Micro Systems' control such as corrosives and metallic pollutants, or acts of God, terrorism or war.
 - b. This service plan does not cover defects or failure as a result of the use of parts other than those supplied by Adaptive Micro Systems.
6. **LIMITATION OF WARRANTY AND LIABILITY**
 - a. In no event will Adaptive Micro Systems be liable for any lost profits or any special, indirect, or consequential damages.
 - b. Any on-site service required by Adaptive personnel or Authorized Sales Partner is billed on a per call basis at the then current rate.
7. **GENERAL**
 - a. This coverage may not be changed or terminated orally.
 - b. Neither party shall assign this service plan unless consented to by the other party.
 - c. The laws of the State of Wisconsin will govern this warranty plan.