

Hyperion Warranty

BY ELECTRO-MATIC PRODUCTS, INC.

Limited Warranty Policy

1. Overview of Services

- a) The Limited Warranty is for a period of five (5) years commencing from date of shipment from Electro-Matic Products, Inc. Coverage includes telephone consultation and factory repair or exchange of all defective components (except ancillary communication devices).

2. Customer Responsibilities

- a) Routine maintenance, preventive maintenance, and operator training. Preventive maintenance shall include periodic (annual) cleaning of filtering and ventilation systems.
- b) To request warranty, the customer must contact the Electro-Matic Products, Inc. Authorized Dealer/Distributor from whom the Hyperion® Display Board was purchased. If necessary and appropriate, the Electro-Matic Products, Inc. Authorized Dealer/Distributor will report the problem to Electro-Matic Products, Inc.

3. Dealer Responsibilities

- a) Contacting Electro-Matic Products, Inc. Technical Support with a detailed description of the service issue. A 24 hr. pager is available for access to this technical support after normal business hours. The pager number is 586-870-1512.
- b) Working with Electro-Matic Products, Inc. Technical Support over the telephone to help isolate the problem.
- c) Replace failed components with good components supplied by Electro-Matic Products, Inc. and return all defective units and/or good units to Electro-Matic Products, Inc. after the situation has been remedied.

4. Electro-Matic Products, Inc. Responsibilities

- a) Clarify the exact nature of the failure over the telephone and recommending a course of action.
- b) Whenever possible will respond within 1 working day of the initial call for service information and assistance.
- c) Take an order for the spare part(s) and ensure quick delivery to the dealer. Most parts will be kept in stock.

5. Limitations of Warranty

- a) This warranty applies only to products subjected to normal use and handling. This warranty does not cover damage due to external causes, including but not limited to accident, abuse, misuse, problems with electrical power, fire, flood, acts of God, servicing not authorized by Electro-Matic Products, Inc., usage not in accordance with product instructions, failure to perform preventative maintenance, improper installation and problems caused by the use of parts and components not supplied by Electro-Matic Products, Inc.
- b) Providing sufficient ventilation is critical to the function of the LED modules and components. All ventilation specifications must be followed as stated in the Hyperion Installation Manual and now shown on every quotation. Not providing proper ventilation per specification, especially during extreme temperatures, will cause the LED modules and components to fail and the failed parts will not be covered under warranty.
- c) LED modules are covered under warranty as long as the LED pixels cease to emit light and have more than 3 LED's that cease to emit light within a Module. Partial LED pixel degradation or color shifting is an inherent universal LED characteristics and are not considered product defects.
- d) Replacement parts will be sent out as a billable item against a dealer supplied purchase order and credited back once the parts are returned, clearly labeled as defective if appropriate and if at the sole discretion of Electro-Matic Products, Inc., the defect is deemed to fall within the parameters of this warranty. All unused replacement components must be returned in the original packaging for credit to be issued.
- e) The failure of radio devices to properly communicate due to electrical or mechanical interference is not covered under this warranty. Also, the installation of software or configuration of said software or any other customer computer issues are not included under this warranty.
- f) This warranty plan is offered by Electro-Matic Products, Inc. to Electro-Matic Products, Inc.'s Authorized Dealer/Distributor, and is non-transferable.
- g) This warranty plan does not apply to improperly installed or maintained displays.
- h) Dealer/enduser will be charged for Electro-Matic Products, Inc. onsite labor at the then prevailing hourly service rate, including travel time, for any work performed outside the scope of covered services as described in this warranty.

- i) Ancillary communication devices will carry the warranty of its respective manufacturer and are not covered under the context of this warranty.
- j) Freight must be prepaid and is not the responsibility of Electro-Matic Products, Inc.
- k) Electro-Matic Products, Inc. specifically disclaims any implied warranties or merchantability or fitness for a particular purpose. In no event shall Electro-Matic Products, Inc. be liable to any enduser purchaser for any consequential, incidental, exemplary, punitive, or indirect damages of any kind and Electro-Matic Products, Inc. expressly disclaims all such damages. Note: Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the preceding exclusion or limitation may not apply.
- l) Repaired or replaced parts provided within the original warranty period shall have the same limited warranty for the balance of the original limited warranty. All replacement parts supplied outside of the warranty period will have a sixty day limited warranty

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