



877-230-8787 4190 Waring Rd #120 Lakeland, FL 33811

## **WARRANTY**

1. Definition of Coverage
  - a. Vanguard will provide for a period of two (2) years a warranty that will cover the following parts, whether they need to be replaced as a result of a manufacturing defect or through normal wear and tear.
    - i. LEDs that cease to emit light.
    - ii. Receiving Cards
    - iii. Power Supply
    - iv. Modules exclusive of LEDs
    - v. IC Drivers
    - vi. Hub Cards
  - b. This warranty does not cover the degradation of LEDs over time.
  - c. Vanguard will provide for a period of two (2) years a warranty that will cover the following parts, because of a manufacturing defect. Wear and tear caused as a result of frequent usage is not covered. Physical damage to these parts is not covered under this warranty.
    - i. Cables.
    - ii. Clamps
    - iii. Power and data connectors.
    - iv. Inter-cabinet connectors.
  - d. This period will commence upon the pick-up by the purchaser of the purchased equipment at Vanguard's facility at 4190 Waring Rd., Suite 120, Lakeland, FL.
  - e. The Purchaser will sign a packing slip confirming that all products purchased are in perfect working order and the quantities of purchased items agree with the Invoice when picked up at Vanguard's facility at 4190 Waring Rd., Suite 120, Lakeland, FL.
  - f. The warranty for manufacturing defects is limited to, at Vanguard's option, replacing or repairing, any equipment that is found by Vanguard not to conform to the equipment's specifications. Unless directed otherwise any defective part or component shall be returned to Vanguard for repair or replacement.
  - g. The Purchaser is fully responsible for the assembly and proper operation of the purchased LED video display cabinets into displays/screens.
  - h. On-site labor is not included as part of this extended warranty. Any on-site service required will be billed on a per call basis according to the then current rates.

- i. Vanguard has a reasonable amount of time to make such replacements or repairs.
- j. The Purchaser shall pay ground transportation for the return of any defective component of the equipment to Vanguard's facility. If the returned equipment is repaired or replaced, under the terms of this warranty, then Vanguard will prepay ground transportation to return the repaired or replaced equipment back to the Purchaser. If the equipment repaired or replaced is not covered, under the terms of this warranty, the Purchaser will pay transportation charges to return the equipment and labor to repair the equipment not covered under the terms of this warranty.
- k. All returns must be pre-approved by Vanguard before shipment to be evidenced by the issuance of a Return Material Authorization (RMA). Vanguard shall not be obligated to pay transportation costs for any unauthorized returns.
- l. 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.
- m. The repair, replacement, or purchase of additional parts or equipment from the seller does not extend the warranty period.
- n. The Purchaser must provide competent individuals to remove and replace parts and equipment.
- o. Defects shall be defined as follows:
  - i. With regard to Equipment and accessories (excluding LEDs), a "Defect" shall refer to a material variance from the design specifications that impede the equipment from operating for its intended use.
  - ii. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light.

## 2. Exclusions

- i. Any damage caused by improper installation, adjustment, repair, service, removal, re-installation of any part or equipment.
- ii. Failure to follow operating procedures.
- iii. Failure to properly maintain the equipment.
- iv. This warranty does not cover the degradation of LEDs over time.
- v. In order to not render the warranty null and void the LED screen must be operated for a minimum of twenty (20) hours per week. A log must be kept logging the hours the screen is being run and signed off by an authorized person on behalf of the Purchaser.
- vi. Running a static image on the LED for a period of more than two (2) weeks will render this warranty null and void.
- vii. Any physical damage caused by abuse, misuse, vandalism, neglect, dropping equipment, collisions with the equipment by people, animals, objects or any other accidents that damage the equipment.
- viii. Any physical damage caused to the corners of the modules and/or scratching of the LEDs may render the module un-repairable.
- ix. Any damage caused by the failure to provide a continuously suitable environment including but not limited to:
  - 1. Neglect or misuse.
  - 2. Damage caused by electrical surges.

3. Improper air-conditioning, and humidity control.
    4. Environmental causes such as extreme temperatures, corrosives and metallic pollutants.
    5. Any other cause other than ordinary use.
  - x. Damage caused by fire, flood, earthquake, wind, lightning, or other natural disaster, inability to obtain materials or utilities, war, terrorism, civil disturbance, or any cause or event beyond Vanguard's control.
  - xi. Any damage arising from the use of Vanguard's equipment in any application other than the intended application as indicated by the purchaser.
  - xii. The use of third-party systems, accessories, attachments, software, and/or ancillary equipment or other devices not provided by Vanguard used in conjunction with the LED screen.
  - xiii. Paint or refinishing the equipment.
  - xiv. Equipment that has been re-sold, transferred, lost, stolen, or discarded.
3. Warranty Disclaimer:
  - i. Purchaser assumes all responsibility, risks and liability from shipping, handling, storage and use of the equipment.
  - ii. The warranty shall become null and void if the Purchaser alters the equipment in a manner inconsistent with the specifications of the equipment.
  - iii. The warranty shall become null and void if the Purchaser, its employees, sub-contractors, (not Vanguard) improperly repair or alter the equipment in a manner inconsistent with the equipment manufacturer's specifications, standards and recommendations.
4. No agent, salesperson, employee or representative of Vanguard may bind Vanguard to any terms or conditions beyond the scope of this limited warranty. Any provisions contained in the purchaser's purchase order or any other purchaser document which conflict with the terms and conditions of this limited warranty or which are not set forth in this limited warranty shall be of no force and effect. The purchase of this Vanguard product constitutes the purchaser's acceptance of the terms set forth in this limited warranty. This warranty gives the purchaser specific legal rights, which may vary from state to state.
5. **IT IS AGREED BETWEEN VANGUARD AND PURCHASER THAT THE FOREGOING WARRANTY SHALL BE THE PURCHASER'S EXCLUSIVE REMEDY. THE SOLE PURPOSE OF THE EXCLUSIVE REMEDY SHALL BE TO PROVIDE THE PURCHASER WITH FREE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS OR PRODUCTS PROVIDED HEREIN, AND SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE AS LONG AS VANGUARD IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE DESCRIBED MANNER. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR WARRANTY OF QUALITY OR PERFORMANCE, WHETHER IMPLIED OR EXPRESSED. CORRECTION OF NON-CONFORMITIES, IN THE MANNER AND TIME PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF VANGUARD TO THE PURCHASER WITH RESPECT TO, OR**

**ARISING OUT OF THE FAILURE OR MALFUNCTION OF THE PRODUCT, PRIOR TO, OR IN USE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**

- 6. PURCHASER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND SELLERS TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CLAIM WHATSOEVER (WHETHER THE CLAIMS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS TO WHICH THE CLAIMS ARISE OR, AT VANGUARD'S OPTION THE REPAIR OR REPLACEMENT OF THE GOODS. IN NO EVENT SHALL VANGUARD BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, DOWN TIMES COSTS, INSTALLATION OR LABOR COSTS, BUSINESS LOSSES, LOSS OF USE OF THE PRODUCT, OR ANY OTHER GOODS OR ASSOCIATED EQUIPMENT, DAMAGE TO PROPERTY, OR ANY LIABILITY OF THE BUYER TO ITS CUSTOMERS OR THIRD PARTIES, OR CLAIMS OF THE OF THE PURCHASER'S CUSTOMERS, WHETHER BASED ON WARRANTY, CONTRACT OR NEGLIGENCE, ARISING IN CONNECTION WITH THE SALES, USE OR REPAIR OF THE PRODUCT.**
- 7. This is not a service contract. This warranty does not include maintenance, cleaning, or periodic check-up.**
- 8. Force Majeure- Vanguard is excused from performance of any obligations and shall not be liable for delays in delivery or failure to perform if the failure or delay if performance is caused by events or conditions beyond Vanguard's reasonable control, including but not limited to, acts of God, acts of the public enemy, quarantine restrictions, expropriation of facilities, compliance with any governmental authority, industrial disturbances, blockades, insurrections, fire, strikes, landslides, washouts, tornadoes, hurricanes, windstorms, explosions, epidemic, flood, storm, earthquake, riot, war, breakage or accident of machinery, delays in transportation. In the event of any delay, the contractual date or delivery, if any, shall be extended for a period equal to the time lost as a consequence of the delay without penalty to Vanguard.**