



MANUFACTURER




WARRANTY

Watchfire warrants its manufactured displays against defects in material and workmanship for 5 years from the date of shipment when installed according to published guidelines and operated in typical environmental conditions. During the warranty period, Watchfire will repair or replace those parts of the display system which prove to be defective. Repaired or replaced parts provided under warranty will be covered for the balance of the original warranty period. Parts replaced or repaired outside of any warranty period shall have a warranty of replacement for 1 year from date of shipment.*



*Any parts not manufactured by Watchfire, but which are added to the System manufactured by Watchfire, are covered only by their original manufacturer's warranty. Watchfire is not responsible for availability of telecommunications or Internet or for limitations caused by environmental conditions or incompatibilities with other systems.

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Watchfire Signs, LLC - TERMS OF SALE

Note. The following Terms of Sale are subject to change without notice. All transactions for all products sold by Watchfire Signs, LLC ("Watchfire") are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements. Such Terms of Sale, the quotation from Watchfire to the applicable purchaser ("Buyer"), and Buyer's purchase order accepted by Watchfire collectively comprise the "Agreement." In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to a quotation or purchase order which is executed by each of Watchfire and Buyer; (ii) second, Watchfire's quotation; (iii) third, these Terms of Sale; (iv) fourth, any other written agreement (including any "click through" agreement provided by Watchfire with respect to the Software (as defined below)); and (v) lastly, Buyer's purchase order accepted by Watchfire. For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer's purchaser order.

Quotations. Quotations shall be valid for no more than forty-five (45) days from their date, unless otherwise stated in the quotations. All quotations are subject to change by Watchfire at any time upon notice to Buyer. Buyer is obligated to review the quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the products or services supplied by Watchfire (the "System") after acceptance of a quotation are valid only when accepted in writing and signed by both Watchfire and Buyer.


Terms of Payment. Upon Buyer's acceptance of a System quotation, Buyer shall make a non-refundable minimum deposit of one-half of the aggregate purchase price (collectively, the "System Price"). The System Price shall include applicable taxes, crating, transportation, delivery charges, and any other related expenses. The remaining balance of the System Price must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System, which are solely the responsibility of Buyer. Any System delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. Watchfire shall have the right to terminate the contract with respect to Buyer's order for the System and retain the non-refundable deposit in the event Buyer does not pay in full the remaining balance of the System Price and associated expenses and confirm readiness to accept delivery within six (6) months after completion of the System. Buyer's failure to comply with all Terms of Payment may result in suspension of System access, which may not be restored until Terms of Payment are fulfilled. Upon an event of default by the customer to make payment by the due dates specified in the Terms of Sale or otherwise agreed between Watchfire and the customer, Watchfire may, in its sole and absolute discretion, but in lieu of any remedies otherwise available: (a) suspend its performance as it relates to any obligations benefiting the defaulting party until such default is cured; (b) recover fees and costs from any down payment available to Watchfire, (c) pursue monetary damages as permitted by law, (d) or restrict the defaulting party(s) access to Watchfire software. The remedies set forth herein are cumulative and not exclusive of each other.

NSF Payment. The issuance of any check, electronic check or ACH transfer by Buyer that is returned by Buyer's bank as not honored for payment for any reason shall incur an additional charge of \$100.00. All fees and charges created by such dishonored payment shall be immediately due. In the event of any dishonored payment of Buyer, future checks, electronic check or ACH transfer from Buyer may not be accepted as payment for future orders, in Watchfire's sole discretion.

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than thirty (30) days from the date of completion. Title and risk of loss of the System shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than thirty (30) days and a storage fee of \$500 per month thereafter will be assessed to Buyer. If Buyer elects to pick up the System at Watchfire's facility, title and risk of loss of the System shall automatically pass to Buyer once the System is completed by Watchfire and a storage of \$500 per month thereafter will be assessed to Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt of delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Driver Detention. Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. These fees will be invoiced to Buyer in a timely manner and will not exceed \$75.00/hour.

Force Majeure. Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, pandemic, embargoes, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures,

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instability and unavailability of the Internet, and acts of God, etc. In the event of any such delay, the date of delivery shall be extended for a period of time reasonably necessary to cover the effect of such delay.

Intellectual Property. Watchfire shall defend any suit or proceeding brought against Buyer to the extent such suit or proceeding is based on a claim that equipment furnished by Watchfire as part of the System constitutes an infringement of any copyright, trademark or patent of the United States as of the time of shipment by Watchfire. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer.

License for Software Use and Warranty. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software (the "License"). "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. The License covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. The License terminates upon any breach by Buyer or its permitted assignee of these Terms of Sale or the Agreement, and Watchfire reserves the right to electronically disable the Software upon such violation. Excluding third party software, Watchfire warrants that, for a period of sixty (60) days after shipment by Watchfire: (i) the media (if any) on which Software is provided shall be free from material defects; and (ii) Software substantially conforms to the documentation that accompanies it. The foregoing warranties are the sole and exclusive warranties provided by Watchfire with respect to the Software. The Software is copyrighted by Watchfire and Buyer shall not permit the Software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software are completely error-free, will operate without interruption or are compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

Third Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

System Warranty. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein and exceptions set forth in an applicable quotation, Watchfire warrants the System (other than the Software, described above) against material defects in material and workmanship for the following durations: (i) five (5) years from the date of shipment from Watchfire's facility with respect to equipment manufactured by Watchfire. Notwithstanding anything to the contrary, the warranty with respect to equipment sold by Watchfire and manufactured by third parties shall be subject only to the terms of the applicable manufacturer's warranty and Watchfire disclaims any additional warranty with respect thereto. For equipment manufactured by Watchfire, Watchfire's only obligation and liability is to repair or provide replacement parts (at its option) for those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). For purposes of clarity, Watchfire is not responsible for the labor to remove or install repaired or replaced parts. Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Parts replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to or incorporated in the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

Limitations. Buyer's exclusive remedy for Watchfire's breach of the Agreement as to any term thereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. **WATCHFIRE'S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREUNDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER.** Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement.

WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. Significant surge protection is included in the sign equipment included in the System. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty. **Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Failure to comply with the requirements set forth in the applicable installation or operating manual will result in the warranties**

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associated with the System being void. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.

Warranty Service. Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the remainder of the same sixty (60) day warranty applicable to the Software and the media (if any) on which Software is provided. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the Agreement, including the System Price. Buyer shall contact the Watchfire's Helpdesk for warranty service. Items determined defective by Watchfire will be replaced at Watchfire's option with new or like-new parts. No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired or replaced for its manufactured goods. Buyer must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired or replaced items and updates to the Software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall be responsible and pay for all maintenance services.

10-Year FCC Guarantee. This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: (i) the device may not cause harmful interference; and (ii) the device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to the device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference during the System warranty period as the result of the operation of the System in accordance with Watchfire's operating instructions, Watchfire shall provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to Buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the System warranty period, then multiplying the result by the months remaining in the System warranty period. Partial months are rounded to the nearest whole month.

Indemnification. BUYER SHALL, AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM.

Exclusions. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING THESE TERMS OF SALE) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER'S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE. The warranties in these Terms of Service or elsewhere in the Agreement do not apply if the System or Software is damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement (including these Terms of Sale). Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the agreement with respect to the System or the License. If any sample or model was shown to Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and does not represent that the System and Software will necessarily conform to the sample or model.

Privacy Policy. See <http://www.watchfiresigns.com/privacy-policy> for details.

Miscellaneous. Should any part of these Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. These Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation arising out of or relating in any way to the Agreement (including these Terms of Sale) shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.