

Warranty and Limitation of Liability

nevco.com/warranty-limitation/

This Warranty and Limitation of Liability (the “Warranty”) sets forth the warranty provided by Nevco with respect to equipment supplied by Nevco to Purchaser. By accepting delivery of equipment from Nevco, Purchaser agrees to be bound by and accept these terms and conditions. It is specifically agreed that the price of the equipment is based upon the terms of this Warranty and Limitation of Liability.

NEVCO WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH HEREIN UPON RECEIPT OF FULL PAYMENT FOR EQUIPMENT PURCHASED FROM NEVCO.

1. WARRANTY COVERAGE

A. Nevco scoreboards, scoring tables, marquees, message centers, video boards, MPCW Control, and Stadium Pro/Arena Pro loudspeaker enclosures are guaranteed for a period of five (5) years from the date of invoice against defects in workmanship or material (defined below).

Wireless components, portable scoreboards and solar power kit carry a two (2) year guarantee from date of invoice. Hand-held controls and switches carry a one (1) year guarantee from date of invoice. The Stadium Pro/Arena Pro loudspeaker front printed scrim is guaranteed for one (1) year from the date of invoice.

For products supplied by third-party suppliers (i.e. cameras, computers, computer monitors, radar guns, loudspeakers, amplifiers and associated electronics), Purchaser agrees to accept the manufacturer’s warranty, if any, in lieu of any warranty by Nevco.

B. Nevco’s obligation under this Warranty shall be limited to repair or replacement, at its option, of any equipment or part thereof. Unless otherwise directed by Nevco, any defective equipment or part thereof shall be returned to Nevco for repair or replacement. Nevco may, at its option, provide on-site warranty service. Nevco shall have a reasonable period of time to make such repairs or replacements. Nevco will pay no charges for time or materials used by others in making repairs or replacements.

C. Purchaser shall pay ground transportation charges for the return of any defective equipment or parts thereof. If returned equipment or parts thereof are repaired or replaced under the terms of this warranty, Nevco will prepay surface postage transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the equipment or parts thereof back to the Purchaser. All returns must be pre-approved by Nevco before shipment. Nevco shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

D. Defects shall be defined as follows. Excepting LEDs, a “Defect” shall refer to a material variance from the design specification that prohibits the equipment from operating for its intended use. With respect to LEDs, “Defects” are defined as LED pixels that cease to emit light. This warranty does not impose any duty or liability upon Nevco for partial LED pixel degradation. Nor does this warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE OF PURCHASER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEVCO, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

2. EXCLUSION FROM WARRANTY COVERAGE

The warranty does not impose any duty or liability upon Nevco for:

A. Any damage occurring, at any time, during shipment of equipment unless provided elsewhere. When returning equipment or parts thereof to Nevco for repair or replacement, Purchaser assumes all risk of loss or damage and agrees to use only shipping containers provided by Nevco, if any, and to ship the equipment or parts in the manner prescribed by Nevco;

B. Any damage caused by the unauthorized adjustment, repair or service of the equipment by anyone other than personnel of Nevco or its authorized repair agents;

- C.** Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;
- D.** Damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Nevco's reasonable control;
- E.** Failure to adjust, repair or replace any item of equipment if it would be impractical for Nevco personnel to do so because of connection of the equipment by mechanical or electrical means to another device not supplied by Nevco, or the existence of general environmental conditions at the site that pose a danger to Nevco personnel;
- F.** Any damage arising from the use of the equipment in any application other than the application for which it is intended, unless, upon request, such use is specifically approved in writing by Nevco;
- G.** Any preventative maintenance.

3. LIMITATION OF LIABILITY

Nevco shall be under no obligation to furnish service under this Warranty if alterations are made to the equipment or parts thereof without the prior written approval of Nevco.

In no event shall Nevco (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment or parts, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Nevco has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort, statutory duty, indemnity, contribution, or otherwise.

In no event shall Nevco be liable to Purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the purchase price of the equipment actually delivered to and paid for by the Purchaser.

4. ASSIGNMENT OF RIGHTS

The Warranty contained herein extends only to the original end-user (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Nevco.

5. DISPUTE RESOLUTION

Any dispute between the parties will be resolved exclusively and finally by arbitration administered by USA&M-Midwest and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Edwardsville, Illinois. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

6. GOVERNING LAW

Both parties consent to the application of the laws of the State of Illinois to govern, interpret, and enforce all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.

7. EXTENDED WARRANTY

This Extended Warranty sets forth the warranty provided by Nevco with respect to equipment supplied by Nevco to Purchaser. The Extended Warranty increases the duration of the standard Nevco Warranty and Limitation of Liability. The Extended Warranty makes no other changes to the standard Nevco Warranty and Limitation of Liability.

Scoreboards, scoring tables, marquees, message centers, video boards and Stadium Pro loudspeaker enclosures are extended from a period of five (5) years from the date of invoice to a period of 6, 7, 8, 9, or 10 years only if one of the following line items are found on the original sales order.

Nevco Part Number	Years of Extension	Total Warranty Duration
235-5100	1	6

235-5101	2	7
235-5102	3	8
235-5103	4	9
235-5104	5	10

* Exclusions to the 5 year warranty identified by the Standard Nevco Warranty and Limitation of Liability are not extendable and include but are not limited to Wireless components, portable scoreboards and solar power kit, Hand-held controls, Stadium Pro loudspeaker front printed scrim, products supplied by third-party suppliers (i.e. cameras, computers, computer monitors, radar guns, loudspeakers, amplifiers and associated electronics).