

LED Ticker 90-Day Limited Warranty

If you are a consumer, this 90-Day Limited Warranty is provided in addition to, and without prejudice to, your consumer rights.

WHAT IS COVERED?

LED Tickers, LLC ("Company") warrants to the original purchaser ("Customer") of the LED Ticker product (the "Product") that the Product will be free from defects in material and workmanship (the "Warranty") for a period of ninety (90) days from the original purchase date ("Limited Warranty Period"). This Warranty applies to the Product only. The determination of whether the Product returned to Company satisfies the conditions of this Warranty shall be made by Company in its sole discretion. Company's only obligations under this Warranty, and Customer's sole remedy for breach of this Warranty, are limited to repair of any part or parts of the Product that prove to be defective during the Limited Warranty Period using new or refurbished replacement parts or, in Company's sole discretion, replacement of such Product with Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product. In addition, Company may, in its sole discretion, provide a refund (excluding taxes and shipping costs) for a defective Product in lieu of any repair or replacement.

Company may request that Customer replaces defective parts with new or refurbished user-installable parts that Company provides in fulfillment of its warranty obligation.

When a product or part is exchanged, any replacement item becomes Customer property and the replaced item becomes Company's property.

WHAT IS NOT COVERED?

This Warranty does not cover:

- I. Product accessories such as chargers, modifications, etc.,
- II. any services offered to you by Company or any third party in connection with the Product,
- III. blemishes, marring of appearance or general wear and tear and cosmetic damage, including, but not limited to, scratches, dents and broken wood or acrylic.

This Warranty is limited to the Customer only and may not be assigned or transferred. This Warranty does not apply to, and specifically excludes, the following:

- a. the Product has been subjected to misuse, abuse, negligence, accident, or improper or inadequate maintenance;
- b. modifications, repairs, or services are made to the Product by unauthorized or unqualified persons;
- c. defects or damage resulting exposure to liquid, moisture, dampness, sand or dirt;
- d. the Product has not been purchased directly from Company;
- e. defects or damage caused by installation, wiring, or testing, improper storage, or if the serial number has been removed;
- f. damage caused by operating the Product(s) outside the permitted or intended uses described by Company;
- g. damage caused by use with non-Company products;
- h. any non-Company hardware products or any software, even if packaged or sold with the Product(s); and
- i. modifications of the Product(s) firmware or software by anyone other than Company.

Company reserves the right to disable Product(s) if Company suspects fraud or if Company determines that the Product(s) are counterfeit, stolen or lost in shipment. Company does not warrant that the operation of the Product (s) will be uninterrupted or error-free. Company is not responsible for damage arising from failure to follow instructions relating to the use of the Product(s).

FILING A WARRANTY CLAIM

All Warranty claims must be made by e-mailing support@ledtickers.com (and including in the subject line: Warranty Claim). Customer must obtain a RMA from Company. All Products must be returned to Company Designated Address in connection with the RMA in either its original packaging or packaging providing an equal degree of protection with the original or copy of a sales receipt for the returned Product prior to the expiration of the Limited Warranty Period. Incomplete returns will not be accepted.

Company will evaluate your claim to determine, in its sole discretion, whether the returned Product is covered under this Warranty. If Company determines that there is no trouble found with your returned Product or the returned Product is not eligible for warranty service, Company will ship the Product back to you, at Customer's expense. If Company determines that the Product is covered under this Warranty, Company will repair or replace the Product.

It is Customer responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Company will not be responsible for any such damage or loss.

ADDITIONAL TERMS AND CONDITIONS

This Warranty is for repair or replacement of parts or Products only. Except to that limited extent, Company will not under any circumstances be liable for any loss, cost, damage, or expense of any kind arising from a breach of these warranties or otherwise. Without limiting the foregoing, Company shall not be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages arising out of a breach of this Warranty or in connection with the sale, maintenance, use, operation, servicing, or repair of any Company product. In no event will Company be liable for any amount greater than the purchase price of a defective product.

This Warranty is the sole and exclusive warranty for Company products, and is in lieu of all other warranties express or implied. Company specifically disclaims all other warranties express or implied, including, but not limited to, all implied warranties of merchantability and of fitness for a particular use or purpose. No person or entity is authorized to bind Company to any other warranty, obligation, or liability for any Company product. Acceptance or use of the Company product for which this Warranty is issued will constitute acceptance of the terms hereof.

Because some jurisdictions do not allow the exclusion or limitation of liability for negligence, consequential, incidental, or other damages, or of any express or implied warranties, in such jurisdictions Company's liability is limited to the greatest extent permitted by law. This limited Warranty provided by Company gives customers specific legal rights, and customers may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers of liability included in this Warranty shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

Warranty subject to change. Current warranty information can be found at www.ledtickers.com/warranty.pdf