

ADAPTIVE

5 YEAR ECLIPSE PEACE OF MIND WARRANTY PLAN

1. DEFINITION OF COVERAGE

- 1.1 The 5 Year Peace of Mind Warranty includes replacement of failed electronic parts and assemblies, as well as all mechanical components of AlphaEclipse™ products. In the event of failure we will supply replacement parts to an authorized Adaptive AlphaEclipse Dealer. We make every effort to make these parts available within 24 hours of request. Any on site service required by Adaptive personnel or Authorized Dealer is billed on a per call basis at the then current rate.
- 1.2 Adaptive will replace failed LED's (On site Labor not included) on AlphaEclipse message centers if more than 1% of the LED's on a display board have failed. Adaptive defines failure as when the LED no longer emits light. As with all LED signs, the LED display will eventually dim to the point where it will need to be replaced even though LED's are still operating. This warranty does not cover LED dimming.
- 1.3 Communication devices – Modems and wireless communications systems are covered by their manufacturers warranty and are not covered under the Adaptive 5 year Peace of Mind Plan. As to wireless performance, local site interference or obstructions may cause intermittent or complete failure of wireless communication. This plan does not include replacement communication methods for the purpose of overcoming local wireless communications interference. Thorough site survey and testing is the best solution to successful wireless communications deployment.

2 ELIGIBILITY FOR SERVICE

- 2.1 All AlphaEclipse products delivered from our factory after January 1, 2005 are eligible for this plan. The Dealer must provide the purchaser's name, address, phone number, and installation address at time of placing the order with Adaptive, as well as the installation date the display is commissioned to be eligible for the 5-year warranty. If this information is not provided the warranty term will be reduced to one year.

3. PURCHASER'S RESPONSIBILITIES

- 3.1 The purchaser is responsible for routine operator training; routine maintenance, and preventative maintenance functions including maintenance of ventilation and filtering systems. Failure to maintain ventilation or filtering systems will void coverage under this plan for affected components at Adaptive's discretion.
- 3.2 The original purchaser must notify Adaptive if a change of location or ownership of the displays occurs. Failure to do so will void this warranty.

4. DEALER RESPONSIBILITIES

- 4.1 The dealer is responsible for requesting warranty parts through the Adaptive RMA process.
- 4.2 Dealer is responsible for installation of warranty parts per factory recommended processes.
- 4.3 The dealer must provide end user information as provided in 2.1
- 4.4 Dealer is responsible for assuring correct AlphaEclipse installation per Adaptive installation instructions. Failures due to improper installation will void the warranty at Adaptive's sole discretion.

5. SERVICE LIMITATIONS

- 5.1 Adaptive is not responsible for damage or operating defects or failures from user neglect or abuse, improper installation (per Adaptive installation guide, specifically correct earth grounding of Sign Case), or maintenance or servicing by anyone other than Adaptive Micro Systems or its authorized service representative. Adaptive is not responsible for damage resulting from shipping, power surges, fires, floods, lightning, earthquakes, storms, or other natural disasters, from any act of vandalism, failure to properly close access doors after service, and failures caused by environmental conditions beyond Adaptive Micro Systems control such as corrosives and metallic pollutants, or acts of God, terrorism or war.
- 5.2 This service plan does not cover defects or failure as a result of the use of replacement parts other than those supplied by Adaptive Micro Systems.

6. LIMITATION OF WARRANTY AND LIABILITY

- 6.1 In no event will Adaptive Micro Systems be liable for any lost profits or any special, indirect, or consequential damages.

7. GENERAL

- 7.1 This coverage may not be changed or terminated orally.
- 7.2 Neither party shall assign this service plan unless consented to by the other party.
- 7.3 The laws of the State of Wisconsin will govern this warranty plan.

