

Impact LED Warranty and Terms of Sale

Limited Warranty

Impact LED, subsequently referred to as "Impact," warrants to the original purchaser, subsequently referred to as the "customer," its LED electronic message centers for a period of five (5) years from the date of shipment.

Coverage Includes:

- Repair, exchange, or replacement of failed electronic parts or assemblies.
- Lifetime telephone support as needed with the customer's staff technician or end user.
- On-site labor is not included unless specifically stated otherwise.
- On-site service by factory technicians or local authorized service providers is billed separately based on a pre-approved written quote.

Peace of Mind Pledge:

- For the first five (5) years of ownership, Impact will reimburse the sign owner up to \$5,000 toward their property insurance deductible if a valid insurance claim is filed for damage to the sign, regardless of cause, including but not limited to vandalism or lightning. Limited to one reimbursement per covered incident type.
- Reimbursement is provided only when Impact provides the repair or replacement.

Customer Responsibilities/Coverage Requirements

- Installation conforming to the recommended ventilation, dedicated electrical circuit(s) and proper earth to ground grounding. Improper Installation may void warranty.
- Routine and preventative maintenance. Improper maintenance may void warranty.
- Customers must notify Impact immediately of failures and provide free and full access to the equipment.
- Environmental conditions must remain within Impact's specified operational ranges.
- Software is covered under a separate license agreement unless explicitly included.
- All returns require a return materials authorization and must be sent within 14 days of receiving a replacement.
- Site access shall not be restricted by waivers of liability.

Post-Warranty Support:

- Parts may be purchased after the five (5) year warranty period.
- Shipping costs: Impact covers shipping to the customer; customer covers returns to Impact.
- Impact will maintain parts inventory for a minimum of ten (10) years from the date the EMC was ordered. Impact will provide compatible new or refurbished parts at its discretion.

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Calibration and Pixel Repair:

- Within 90 days of shipment, Impact may, at its discretion, provide on-site color and/or brightness calibration if unacceptable imbalance is determined.
- Pixel failures (defined as pixels that are stuck, discolored, or not emitting light) will be resolved by repair at Impact's repair center or by providing a replacement module, at Impact's discretion.
- Color shift and brightness degradation due to normal LED aging and image retention are not covered.

Third-Party Devices:

- Manufacturer warranties for third-party devices (e.g., wireless radios, modems) are assigned to the customer.
- Impact will assist with warranty claims within the manufacturer's warranty period.
- Failures due to site-specific interference or obstructions are not covered.

Exclusions:

- Normal wear and tear, improper power, unauthorized repairs, environmental damage, acts of God, and damages not under Impact's control.
- Unauthorized installation of parts not provided by Impact LED.
- Batteries and client provided data cables (metallic/fiber) are not covered unless specified.
- Warranty claims must be submitted within 30 days of the incident.

Disclaimer of Warranties

The limited warranties above are the only warranties made. Impact disclaims all other express or implied warranties, including merchantability and fitness for a particular purpose.

Impact's liability is limited to the purchase price of the product. In no case shall Impact be liable for special, indirect, incidental, consequential, or punitive damages, including loss of profit or use.

Terms of Sale

Quoting & Pricing:

- Prices valid for 30 days.
- Deposit of 50% required to initiate an order; balance due prior to shipment or pickup.
- Freight and applicable sales tax will be added if not stated.
- Sales tax exemption requires a certificate prior to shipping.

Order Changes & Cancellations:

- Cancellations must be agreed to in writing; a 20% cancellation fee applies.
- Order changes must be documented and signed by both the buyer and Impact. Verbal changes are not valid.

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Late Payments & Breach:

- Payments overdue by 7 or more calendar days will incur a \$50 late fee.
- Payments overdue by more than 30 calendar days will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law.
- Failure to comply with payment terms or other contractual obligations constitutes breach of contract. In such case:
 - The seller may exercise all rights and remedies at law or in equity.
 - Title to Goods reverts to the seller.
 - Buyer waives rights to goods, services, and monetary damages.
 - If legal action is required, the buyer agrees to pay all attorney fees and costs incurred by the seller.

Installation & Liability:

- Prices do not include installation, engineering, or permits.
- Structural integrity is the buyer's responsibility; licensed engineers are recommended.

Shipment & Risk:

- Impact retains title and risk during transit until delivery.
- Buyer assumes risk during unloading.
- Buyer must inspect Goods upon arrival and report visible damage immediately with documentation.
- Concealed damage or incomplete shipment must be reported within 48 hours.
- Delays in unloading beyond 1 hour incur detention fees at \$75/hour.

Force Majeure:

- Impact is not liable for delays due to causes beyond its control, including but not limited to:
 - Acts of God, war, terrorism, labor issues, natural disasters, material shortages, etc.
 - Delivery dates shall be reasonably extended.

Governing Law & Jurisdiction:

- Governed by the laws of the Commonwealth of Kentucky.
- Legal action must be filed in Shelby County or the U.S. District Court for Kentucky.

Miscellaneous:

- If any part of these terms is found invalid, the remaining provisions remain enforceable.
- This document can be found on the Impact LED website:
<https://impactledsigns.com/best-led-digital-signage-warranty>
- Use of Impact Cloud+ constitutes agreement with the software End User License Agreement
<https://impactledsigns.com/Impact-cloud+-end-user-license-agreement>

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