



## **FORMETCO TRI-FACE DISPLAY LIMITED WARRANTY and LIMITATION OF LIABILITY**

Upon receipt by Formetco, Inc. ("Formetco") of full payment for the Tri-Face Display, Formetco warrants to the Customer that the Tri-Face Display will be free from defects in materials and workmanship for a period of five years from the date of shipment from Formetco's facility. If a proper wind blocking back is not installed on a Tri-Face Display larger than 200 sq. ft, this limited warranty does not cover any damage caused by wind. Customer must provide written evidence showing that the Display was inspected and serviced annually. Within the five year period, Formetco will repair or replace the Tri-Face Display returned to Formetco's authorized repair center (shipping prepaid by Customer) without charge for parts or labor. Formetco may, at its option, provide warranty service on-site.

A "defect" in the Tri-Face Display means a material variance from the design specifications that prohibits the parts or equipment or both from operating as intended. Formetco is not responsible for local site communication interference caused in whole or in part by defects or damage to wire, fiber optic cable, conduit, or wireless signals serving the Tri-Face Display installation site.

Customer must obtain the approval from Formetco for the return of the Tri-Face Display or any of its components in advance of shipment to Formetco, which will allow Formetco to determine whether to provide warranty service on site or at its repair center. Formetco reserves the right to refuse to pay for return shipping on any unapproved returns. Formetco will ship the repaired or replaced Display or parts at its cost via the same freight shipment means used by the Customer in shipping the Tri-Face Display or its parts to Formetco. Formetco will provide warranty service in a reasonable period of time, performing such work during its normal working hours.

Replacement parts may be new or used, and will be comparable in function and performance to the original. Replacement parts will carry the original warranty, which will expire at the end of the original warranty period. The provision of additional parts to the Tri-Face Display will not extend the original warranty period.

THIS LIMITED WARRANTY APPLIES ONLY TO THE TRI-FACE DISPLAY AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY FORMETCO, OTHER THAN THIS LIMITED WARRANTY, SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

This Limited Warranty may be transferred by only with the written consent of Formetco, which consent shall not be withheld unreasonably.

### **Damages not covered**

This Limited Warranty does not cover the following:

- A. Damage that occurs during shipment except as otherwise agreed in writing by Formetco.
- B. Damage caused by faulty installation, improper or lack of maintenance, or failure to perform required annual preventive maintenance.
- C. Damage caused by the unauthorized adjustment, repair, or service of the Tri-Face Display, including all components thereof.
- D. Damage caused by an electrical power surge, electrical power failure, neglect, abuse, or misuse.
- E. Damage caused by flood, fire, earthquake, excessive wind, water, lightning, natural disaster, war, terrorism, riot, civil disturbance, or other cause beyond Formetco's reasonable control.
- F. Damage caused by improper installation of graphics or application of more than three layers of graphic media on the louvers.
- G. Damage to or deterioration of PVC vinyl material, acrylic clips attached to louvers used in graphics changes, and lamps or lighting.

### **Limitation of Liability**

Formetco's liability is limited to the purchase price paid by the Customer for the Formetco Tri-Face Display. In no event shall Formetco be liable for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected to the installation, use, or dismantling of the Formetco Tri-Face Display including, but not limited to, damages for lost profits, lost revenues, cost of substitute or replacement components, down time, data loss, injury to property, or amounts paid to one or more third parties relating to the Tri-Face Display.

### **Governing Law**

The rights and obligations of the parties under this Warranty shall be governed, interpreted, and enforced under the laws of the State of Georgia, without regard to conflict of law principles.