

ADAPTIVE OUTDOOR MODEL	ACTIVATED WARRANTY	WARRANTY WITHOUT ACTIVATION
AlphaEclipse Classic	5 years	1 year
StreetSmart	5 years	1 year
RoadStar	5 years	1 year
Excite	5 years	1 year
EzView	5 years	1 year

# ADAPTIVE®

## 5 YEAR OUTDOOR LED EMC 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 Adaptive outdoor LED Electronic Message Centers (EMCs). In the event of failure we will supply replacement parts to an Authorized Adaptive Sales Partner. We make every effort to make these parts available within 24 hours of request. Any on-site service required by Adaptive personnel or Authorized Sales Partner is billed on a per call basis at the then current rate.
- 1.2 Adaptive will replace failed LEDs (on-site labor not included) on Adaptive message centers if more than 1% of the LED's on a display module 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 LEDs 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. Wireless communications are accomplished via public airwaves and subject to interference from many sources; there can be no guarantee on the performance of this technology.

### 2. ELIGIBILITY FOR SERVICE

- 2.1 The authorized Adaptive Selling Partner must provide a completed 5-Year Warranty Activation Form to Adaptive within 30 days of the sign installation to be eligible for the 5 Year Peace of Mind Warranty. Failure to submit a completed activation form within this time frame will result in the forfeiture of the 5-year warranty and Adaptive's standard 1-year limited warranty will apply to AlphaEclipse Classic, StreetSmart, RoadStar, Excite and EzView products.

### 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, as well as preventing water ingress, 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. SALES PARTNER RESPONSIBILITIES

- 4.1 The Sales Partner is responsible for obtaining warranty parts through the Adaptive RMA process.
- 4.2 The Sales Partner will make a deposit by credit card for the value of RMA parts at time of order. When RMA parts are returned within 30 days of receipt with all return documentation, a credit will be made in the original amount of the deposit for that RMA.
- 4.3 The Sales Partner is responsible for installation of warranty parts per factory recommended processes.
- 4.4 The Sales Partner must provide end user information through the Warranty Activation Checklist as provided in 2.1.
- 4.5 Sales Partner is responsible for ensuring correct product installation per Adaptive installation instructions. Failures due to improper installation will void the warranty at Adaptive's sole discretion.
- 4.6 The Sales Partner is responsible for returning RMA parts to Adaptive within 30 days of shipment. The parts must be returned in the original packaging and the RMA number must be visible on the outside of the package. Adaptive offers a prepaid return label for these returns.
- 4.7 Adaptive reserves the right to assign an alternative Sales Partner to maintain customer satisfaction if aforementioned responsibilities are not consistently met.

### 5. SERVICE LIMITATIONS

- 5.1 Adaptive is not responsible for damage or operating defects of 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.

