

SpellBrite Signs Limited Product Warranty

All SpellBrite products manufactured by Optiva Technologies, Inc. ("Manufacturer") are warranted to be free from defects in material and workmanship under intended use and service (normal wear and tear excepted), and subject to the terms and conditions set forth below for one (1) year from the invoice date of the purchase.

Terms and Conditions

The Limited Product Warranty applies only when the Product is used in accordance with printed instructions. The Limited Product Warranty does not apply to any abnormal use or failure to comply with federal, state or local laws. Replacement of Manufacturer's components with components of other manufacturers will void the Limited Product Warranty. The Limited Product Warranty does not cover misuse or abuse, acts of God or accidents, environmental conditions, defects resulting from improper installation, lack of proper maintenance, unauthorized repair, alteration or disassembly by unauthorized personnel, or operation by improper voltage or current (including power surges).

Repair or Replacement of Defective Product

Claim must be made directly to Optiva Technologies, Inc., at 312-575-9620, prior to return of Product. Returns must be made within 30 days of submitting a claim and must include the Product and original receipt, along with the Manufacturer's provided return material authorization number (RMA).

Manufacturer must be given a reasonable opportunity to inspect and verify the claim, and shall correct such defect by repair or replacement, F.O.B. factory, of the defective part or parts.

Manufacturer's obligation under this Limited Product Warranty shall be limited to replacing or repairing, at its sole option, the Product or the defective part

thereof which shall, within the applicable Warranty Period set forth above, be determined to be defective, and has not been damaged due to improper use, within Manufacturer's sole discretion. The Limited Product Warranty flows only to Purchaser and does not include shipping costs or expenses. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product. These express limited warranties state the entire liability of Manufacturer with respect to the Products covered by them.

Limits of Liability

Manufacturer's liability arising from, or in any way connected with, the Products sold, the delivery or any delay with respect thereto, or otherwise arising from, or relating to the Limited Product Warranty, shall be limited solely and exclusively, and at Manufacturer's sole election, to either repair or replacement of Products sold. In no event shall Manufacturer be liable for any incidental, consequential, or special damages of any kind or nature whatsoever, including, but not limited to, lost profits or revenues arising from or in any way connected with the Limited Product Warranty, or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including, without limitation, negligence, failure to warn or strict liability.

NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MANUFACTURER EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND ANY SUCH STATEMENT SHALL NOT BE BINDING ON MANUFACTURER, EXCEPT AS EXPRESSLY SET FORTH ABOVE. MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the State of Illinois without reference to its choice-of law rules. Any claims, demands or causes of action for defects or representations of any nature or damages arising from such defects or representations shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Chicago, Illinois.

Effective as of 2022/12/08