

## ABSEN Inc.

### Limited Warranty Terms & Conditions

For technical assistance, please contact us in the following ways:

**Absen Inc.**

Email: [tech.support@usabsen.com](mailto:tech.support@usabsen.com)

Phone Number:

407-203-8870 (office line)

407-203-8872 (technical service)

Address:

7120 Lake Ellenor Drive

Orlando, FL 32809

Service area: All U.S. states

Absen Inc. (hereinafter "ABSEN") classified as the Seller of products ("Products") or supply of services ("Services") shall be subject to the terms and conditions below, as far as they do not conflict with any other contractual provisions expressly agreed between Buyer (customer/purchaser or owner of Products and/or Services hereinafter "Buyer") and the Seller. No other general terms and conditions that may be referred to in Buyer's request for proposal or order shall apply, even if these have not been rejected by Seller.

#### 1.) WARRANTY

- 1.1) ABSEN provides a limited warranty on its Products; terms and conditions of this warranty are that Products shall be free from any defect in materials or workmanship for a period of two (2) years in parts and require zero (0) days in labor for repair.
- 1.2) The Limited Warranty begins from the date of delivery and shall only extend to the original end-user within all states in the United States (not including resold products) however product warranties can be transferred if the following requirements are met. a.) The product warranty term has not expired b.) and a formal warranty transfer letter has been completed and submitted for review, acknowledgement and approval to ABSEN.
- 1.3) Original End-User is defined as buyers who purchased ABSEN products from ABSEN directly or from an ABSEN distributor authorized to resell under ABSEN brand.
- 1.4) The Products purchased by ABSEN resale channel partners for their own use shall be covered by this Limited Warranty.
- 1.5) NO PERSON (INCLUDING ANY AGENT, DISTRIBUTOR, OR REPRESENTATIVE OF ABSEN) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY DIFFERENT FROM THIS LIMITED WARRANTY. Unless otherwise explicitly written in contract, appendixes approved by ABSEN, any warranty clause in purchase orders, or other types of purchase evidence (including emails) that conflicts with this limited warranty shall automatically become invalid.

- 1.6) The terms of the Limited Warranty in effect as of the date of original purchase shall apply to any warranty claims.
- 1.7) In case of repair or replacement, the warranty coverage period shall continue to its original expiry date or 3 months after the repair or replacement, whichever is longer.
- 1.8) Any non ABSEN or branded ABSEN product such as third-party product/s or any part thereof which Seller merely resells with the Products and/or Services, is subject to the original manufacturer's warranty only unless otherwise stated within a contractual agreement issued by ABSEN.

## **2.) WARRANTY CLAIMS AND PROCEDURES**

- 2.1) During the applicable Limited Warranty Period outlined above, the Buyer's sole and exclusive remedy for any breach of the Limited Warranty will be, at ABSEN's sole discretion and option, the repair or replacement of the defective product or a credit up to the amount of the original purchase price. ABSEN reserves the right to determine whether a product is defective at its sole discretion. Customer shall provide detailed description of the problems occurred each time and the service history.
- 2.2) To be entitled to rights under the Limited Warranty, the customer must notify ABSEN or its authorized technical support center in the customer's area in writing within seven (7) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Limited Warranty Period. Following its receipt of any such customer notice, ABSEN will determine whether the reported problem is covered by this Limited Warranty. If ABSEN determines that the problem is covered, a Return Material Authorization (RMA) number will be issued, The RMA# must be clearly marked on the packing. Unauthorized return or returns delivered via Pay Upon Arrival will be rejected.
- 2.3) Returned products shall be delivered in proper packaging with insurance in the name of the customer. ABSEN is not liable for any damage that occurs during return delivery due to improper packing, shipping, or any other issues. All returned products must be properly packed with double-layer packaging based on recommended materials like foam and other foam-made protective packaging materials. Costs for shipping the return products to ABSEN shall be paid by the customer. For products within the limited warranty period, ABSEN will cover the shipping cost for delivering the repaired or replaced product back to the customer. The delivery back address should be one of the 50 states within the United States, and ABSEN will choose the proper means of transportation at its sole discretion. Normal delivery method is standard ground shipping; if the customer needs ground express or air shipping, shipping cost shall be paid by the customer. For shipping, back to customers outside the 50 states in the United States, shipping cost shall be paid by the customer.
- 2.4) For products within the Limited Warranty period, the warranty is valid only upon presentation of the proof of purchase consisting of original invoice or sales slip indicating the date of purchase, model and serial number.

## **3.) WARRANTY REMEDIES**

- 3.1) ABSEN will provide customer with new, rebuilt, refurbished or alternate product (or part thereof) of equal or improved quality, as exchange product (or part thereof) to replace eligible defective product (or part thereof).

- 3.2) ABSEN will provide Services again to correct failure of, in the event ABSEN has determined it is at fault for delivery of Services sold or if they did not meet the scope of work requirements promised or guaranteed within the set written agreement or Service offering.
- 3.3) Determination of an alternate product (or part thereof) shall be at the sole discretion of ABSEN. Any alternate product (or part thereof) will meet or exceed the specifications of the replaced product (or part thereof). Rebuilt or refurbished product may bear minor cosmetic blemishes that do not affect performance. Unless otherwise specified by ABSEN in writing, repaired or replaced product (or parts thereof) are covered only for the remainder of the term of the limited warranty period of the item it is replacing. All defective product (or parts thereof) replaced by ABSEN become the property of ABSEN.
- 3.4) In the case of a credit, the credit shall be based on the products prorated value off the original purchase price from ABSEN unless otherwise determined and approved by ABSEN.
- 3.5) Returned products must be delivered to ABSEN before the expiration of the limited warranty period unless approved by ABSEN.

#### **4.) POST WARRANTY PRODUCTS & SERVICES SUPPORT**

- 4.1) If the Buyer needs products repaired beyond the applicable limited warranty period, customer can contact ABSEN for an RMA#.
- 4.2) Any repair/replacement of parts will be subject to pricing and standard labor rates.
- 4.3) Repair Parts are subject to availability and not guaranteed after the warranty period by ABSEN unless otherwise stated within an active and signed ABSEN Service contract.
- 4.4) ABSEN is not be liable for any delay due to shipping or repair service or any loss or damage to other products or accessories delivered to ABSEN together with the product to be repaired.

#### **5.) LIMITED WARRANTY EXCEPTIONS**

Does not cover the following:

- 5.1) Normal wear and natural aging of parts, including but not limited to LED lamps, connecting devices, shaders, sockets, etc.
- 5.2) Defects, failures, damages or performance limitations caused in whole or in part by customer misuse, mishandling, improper operation, tampering, abuse, neglect or any other customer misconduct.
- 5.3) Products repaired or serviced by unauthorized personnel, removal of warning labels, original seals or serial numbers and or protection devices, use of non-factory parts for service or repair.
- 5.4) Defects, failures, damages or performance limitations caused in whole or in part by accidents in which ABSEN has no control over or by force majeure, including but not limited to technology attacks, war, terrorist activities, epidemic, embargos, quarantines, strikes, flood, fire, earthquake, etc.
- 5.5) Product exposed in extreme conditions, including but not limited to extreme weather conditions, humidity, salinity, stress, radiation, lightning strike, water condition exceeding the specified IP rating, etc.
- 5.6) Product used in conditions beyond product parameter range, including but not limited to lower or higher voltage conditions, extreme or excessive power surges, improper power connections;
- 5.7) use of high-pressure washes or exposure to concentrated detergents or other chemical agents or solvents.



- 5.8) "Burn In" caused by continuous static (non-moving, non-motion) images
- 5.9) Natural reduction in brightness and/or color under normal operation. Slight difference in brightness and color without compromising product functionality.  
There might be differences in brightness and color for different batches of products. Though ABSEN adheres to a demanding standard in LED lamp bin tolerance, ABSEN does not guarantee full consistency in brightness or color when mixing products of different batches. Screen shall be stored in dry and ventilated area. If the screen was damaged due to inappropriate environment, ABSEN will not be responsible.
- 5.10) The warranty shall automatically become invalid if the original product identity information is lost.
- 5.11) Alterations and/or Modifications to any part of ABSEN's product, without ABSEN's written authorization unconditionally VOIDS the Limited Warranty.
- 5.12) Seam performance and flatness depend largely on installation structure and installation process. ABSEN is not responsible for any display error caused by installation structure and/or installation methods, which should be worked by and between display user and steel structure company or the installer so the installation method can be adjusted until the screen fits the tolerance. Seam and flatness of ABSEN products within ABSEN standard tolerance should all be regarded as qualified products. If the tolerance range in an ABSEN panel is too wide and significantly affects display effect, ABSEN should be responsible to keep display tolerance within standard tolerance. The detailed technical standard information will be attached in the quotation file.

**6.) DISCLAIMER OF WARRANTY**

- 6.1) Except as otherwise expressly agreed by ABSEN in writing, this limited warranty applies in lieu of any and all other express or implied warranties, and ABSEN makes no other representations, warranties or conditions, written or oral, or implied warranty or condition of noninfringement, merchantability or fitness for a particular use or purpose, all of which other warranties or conditions are hereby expressly disclaimed and excluded to the fullest extent permitted by applicable law.

**7.) LIMITATION ON LIABILITY**

- 7.1) To the fullest extent permitted by applicable law, ABSEN will have no liability for any consequential, incidental, special, exemplary or punitive damages, including without limitation lost revenues or profits, whether or not ABSEN has been advised that any such damages had occurred.
- 7.2) Absen specifically disclaims any liability due to death, damages or injury due to inappropriate use, mounting, or hanging of the specified displays.
- 7.3) ABSEN's total liability from all causes of action and under all theories of liability will be limited to the price paid by the customer for the specific product or service upon which a claim is based.
- 7.4) This warranty is governed by the laws of the state of Florida, USA.

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