

Absen Standard Limited Warranty Statement

For technical assistance, please contact us as follow:

Absen, Inc .

Email : 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. ("Absen") manufactures and sells LED display products and spare parts ("Products"), and Buyer purchases such Products from Absen. Unless otherwise specified on any Agreement and Quotes, in accordance with the Absen Limited Warranty Terms & Conditions (" Limited Warranty TC "), Absen provides Buyer a Limited Warranty on parts, including Standard Limited Warranty and Extended Limited Warranty, if any, pursuant to Quote, for all new Absen Products sold to Buyer within all states in the United States. This Limited Warranty does not include on-site labor charges, and Absen may, at its option, provide on-site warranty service.

ABSEN WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE PRODUCTS.

1. Warranty Coverage

1.1. The warranty coverage is limited to defects, i.e., quality-related issues, which shall refer to a material variance from the specifications and the Agreement that prohibit the Products from operating for its intended use, except for situations stated herein as Exclusion from Warranty Coverage in Clause 5 of this Limited Warranty TC. With respect to LEDs, defects are defined as LED pixels that cease to emit light.

1.2. Invalidity of Warranty.

Absen shall be under no obligation to furnish continued service under the Limited Warranty TC if alterations are made to the Products without the prior written approval of Absen. Without Absen's prior consent in writing, any alteration or modifications to any part of Absen's Products by anyone other than Absen's personnel or authorized repair agents, will invalidate the Limited Warranty. Additionally, the Limited Warranty will automatically become invalid if the original product identity information is lost.

2. Warranty Claims and Procedures

2.1. **Application**

During the Warranty Period, Buyer must notify Absen in writing within seven (7) calendar days after discovering the quality-related issues in any Products. After receiving such Notice, Absen will reasonably determine whether the issues are covered by the Limited Warranty and provide warranty service.

2.2. **Return of Products.** When returning Products to Absen for repair, replacement or credit, Products shall be delivered in proper packaging, such as double-layer packaging materials, like foam or other foam-made protective containers. Buyer assumes all risk of loss or damage.

2.3. **Expenses.** Unless otherwise agreed by Absen in writing, any expenses for shipping the returned Products or parts to Absen shall be borne by Buyer . Absen shall bear the expenses for shipping the repaired or replaced Products or parts to Buyer by ground transportation, and Buyer shall pay any upgraded or expedited transportation charges. Absen is not responsible for any fees, duties and taxes occurred when returning repaired products are imported to destination designated by Buyer.

3. **Absen's Obligation**

Absen's obligation under this Limited Warranty TC is limited to, at Absen's sole discretion:

- 3.1. Repair the Products until proper functioning, and warrant the Products for the remainder of the Warranty Period;
- 3.2. Replacement with new, rebuilt, refurbished or alternative products which are comparable in function and performance to the original parts or Products, and warrant the Products for the remainder of the Warranty Period; or
- 3.3. Refund Buyer for the Products by Credit Memo pursuant to Absen's reasonable evaluation of the remaining value of such returned Products.

After repair, replacement, or providing credit, the returned parts or Products become Absen's property.

4. **Modes of Service**

Absen may provide replacement or repair through the following services:

- 4.1. **Online Remote Technical Support.** The remote technical service will be provided through instant messaging tools such as telephone, email, or other ways to help solve simple and common technical problems. This service is applicable for technical problems, including, but not limited to connection issues of signal cables and power cables, system software issues and parameter settings, and replacement issues of the module, power supply, system card, etc.
- 4.2. **Return Material Authorization Service.** For problems that cannot be solved by online technical support, Absen will confirm with Buyer whether to provide Return Material Authorization service.
- 4.3. **Advance Replacement Service.** Absen may send certain replacement parts to Buyer before the part with quality-related issues is returned to Absen.
- 4.4. **On-site service.** Buyer may submit service requirements through the Absen's website, email, telephone and other service channels with serial number, applied service, site address, and contact information stated. Absen may, at its full and complete discretion, send an engineer to Buyer 's location. Expenses for labor may be charged by Absen when providing on-site service, and the prices are set forth in the Absen Service Price Book.
- 4.5. **Buyer's obligation**

In the event Absen provides services to repair Products or parts thereof due to quality-related issue, or to assist in providing any such services at the request of Buyer, Buyer shall provide necessary conditions, including but not limited to, assigning personnel, applying for the required licenses, and providing basic facilities, to ensure that Absen can access the Product and provide repairing services, including but not limited to Buyer 's own facilities in place, construction site cleanup, mechanical equipment and electricity in place, installers in place, training participants in place, scaffolding, ladders, and cranes required for service related to service delivery, on-site access certification and personnel assistance.

In the event the service delivery is postponed due to Buyer's faults, Buyer shall pay engineering personnel labor, board and lodging costs, and also bear Absen's travel expenses caused by such delay.

5. Exclusion from Warranty Coverage

The Limited Warranty provided by Absen does not impose any duty or liability upon Absen for:

- 5.1. Any damage occurring, at any time, during shipment of Products, unless otherwise agreed in the Agreement or Quotes.
- 5.2. Normal wear and tear and natural aging of parts, including LED lamps, connecting devices, shaders, sockets, etc.
- 5.3. Natural reduction in brightness, color under normal operation and/or partial LED pixel degradation.
- 5.4. Slight difference in brightness and color without compromising product functionality.
- 5.5. Any damage caused, in whole or in part, by misuse, improper operation, tampering, improper installation, adjustment, repair, or service of the Products by anyone other than personnel of Absen or its authorized repair agents.
- 5.6. Damages caused by the failure to provide a continuously suitable environment, including without limitation: (i) a failure or sudden surge of electrical power, extreme or excessive power surges, improper power connections, or failure to keep stable and proper voltage conditions; (ii) improper air conditioning or humidity control; (iii) other environmental conditions outside of the Products' technical specifications such as extreme temperatures, corrosives and metallic pollutants; (iv) any accident, including without limitation fire, flood, earthquake, wind, lightning, war, pandemic, terrorist activities, civil disturbance or any other cause beyond Absen's control; (v) improper storage; or (vi) any other cause other than ordinary use.
- 5.7. "Burn In" caused by anyone other than personnel of Absen or its authorized repair agents playing continuous static (non-moving, non-motion) images.
- 5.8. Any statements made about the Products by any salesperson, dealer, distributor or agent, unless such statements are in a written document signed by an officer of Absen. Such statements not included in a signed writing do not constitute warranties, shall not be relied upon by Buyer and are not part of the Agreement and Limited Warranty TC.

6. Limitation of Absen's Liability

ABSEN'S TOTAL LIABILITY TO Buyer UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE TOTAL AMOUNT OF PAYMENTS ACTUALLY RECEIVED BY ABSEN FROM Buyer UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF

ACTION FOR THE SPECIFIC PRODUCT IN DISPUTE. ABSEN WILL NOT BE LIABLE TO Buyer FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF Buyer HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION ASSERTED.

7. Disclaimer of Warranty

EXCEPT AS THE LATEST SPECIFICATION AND OTHERWISE EXPRESSLY AGREED BY ABSEN IN WRITING, THE LIMITED WARRANTY TC 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 LAWS.

8. Governing Law

The Limited Warranty is governed by the laws of the State of Florida.