

LIMITED PRODUCT AND WORKMANSHIP WARRANTY

Except where specifically expressed, written and issued with respect to particular products, no warranty, expressed or implied, is extended by **Design Team Sign Company, LLC** ("Company") to any person or persons other than its customers, purchasers, and distributors. This LIMITED PRODUCT AND WORKMANSHIP WARRANTY ("Warranty") when issued by the Company shall apply only to products of the Company's manufacture, or at its option, repair of its manufactured product located in one of the fifty (50) States of the United States, or District of Columbia. The Company shall have the sole determination if a product of its manufacture is defective in material or workmanship under normal use and service **within one (1) year from date of receipt, delivery, or completion of work.** The Warranty does include any parts or labor to correct any defect caused by accident or improper use, maintenance, repair, including but not limited to improper removal and reinstallation, or negligence. Warranty claims must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Company Representative at our Headquarters' office located at 255 Old Morris Chapel Road, Adamsville, TN 38310, Main Office Phone number: (800) 953-3744 or (731) 925-4448; or via email to our Service & Warranty Department at dtservice@designteam.net. The Warranty applies only to product(s) manufactured by the Company and the Company shall not be liable or responsible for any failure of its products due to external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips; animal or insect activity; fault or negligence of purchaser, any end user(s), or any third party not engaged by the Company; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product, part, or material specification, recommendations, instructions, classifications, certifications, applicable standards, codes, or instructions for proper use of the product(s), with or in combination with other products, materials, processes, or any other occurrences or work beyond the Company's knowledge, reasonable control, or authorization. This Warranty does not extend, nor shall the Company be liable, responsible, or at fault in any way for any deterioration of any Product due to failure to clean, inspect, service or maintain any finish, surface, appearance, performance, or intended use thereof. Purchaser shall be solely liable for the structural integrity of foundations, anchorages or structures and any liability arising from or related thereto. This Warranty shall be voided immediately if Purchaser fails to follow recommendations and/or written records for proper storage, during and post transit handling, inspections at time of receipt and prior to installation, proper operation, maintenance, service, cleaning, and testing when applicable or as needed. Records must be provided to the Company upon request to substantiate Product failures in compliance with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third-party products, parts, or components, failures of third party supplied products, parts, or components, or failures of Company supplied Product(s) caused by a third party supplied product, part, or component.

If the Product(s) fail to comply with the terms of this Warranty, Company, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

The Company reserves the right to modify or discontinue this Warranty without notice. Any such modifications or discontinuances to this Warranty shall affect Product(s) purchased after the date of such modification or discontinuance.

Headquarters Office:

255 Old Morris Chapel Road * Adamsville, TN 38310 * Toll Free: 800.953.3744 * Office: 731.925.4448
