

Limited Warranty Terms & Conditions

Digilux AG ("DLX") imports and sells LED display products and spare parts ("Products"), and the Buyer purchases these Products from Digilux AG.

Unless otherwise stated in the contracts and relevant documents, DLX grants the buyer a limited warranty for all new DLX products from the invoice date of the final invoice in accordance with the following terms and conditions.

This limited warranty does not cover the cost of on-site labor, and DLX may provide on-site warranty service at its sole discretion.

DLX IS ONLY OBLIGED TO FULFILL THE WARRANTY SET OUT IN THESE TERMS AND CONDITIONS IF THE PRODUCTS HAVE BEEN PAID FOR IN FULL.

1. Warranty services

1.1. Warranty coverage is limited to defects, i.e., quality-related problems that relate to a material deviation from the specifications and agreement that prevent the products from operating for their intended purpose, except for situations herein as exclusions from warranty coverage in Clause 5 of these Limited Warranty Terms. With respect to LEDs, defects are defined as LED pixels that cease to emit light.

1.2. Invalidation of the guarantee.

DLX shall not be obligated to continue service under the EC Limited Warranty if modifications have been made to the products without prior written authorization from DLX. Without DLX's prior written consent, any alteration or modification to any part of DLX's products not made by DLX employees or authorized repair agents will void the limited warranty. In addition, the Limited Warranty is automatically void if the original product identity information is lost.

2. Warranty claims and procedures

2.1. Registration

During the warranty period, the buyer must notify DLX in writing within seven (7) calendar days of discovering any quality problems with the products. Upon receipt of such notice, DLX will make a reasonable determination as to whether the problems are covered by the limited warranty and provide warranty service.

2.2. **Return of products.**

When returning products to DLX for repair, replacement or credit, the products must be delivered in their original packaging, e.g.

B. in double-layer packaging material, such as foam or other protective foam containers. The buyer assumes all risk of loss or damage.

- 2.3. **Costs.** Unless otherwise agreed in writing by DLX, the cost of shipping the returned products or parts to DLX shall be borne by the buyer. DLX shall bear the cost of shipping the repaired or replaced products or parts to the buyer by ground, and the buyer shall bear the any expedited or expedited transportation. DLX is not responsible for any fees, duties or taxes incurred in returning repaired products to the destination specified by the buyer.

3. **DLX's commitment**

DLX's obligation under this Limited Warranty EC is limited, in DLX's sole discretion, to the following:

- 3.1. To repair the products until they function properly again and to guarantee the products for the remainder of the warranty period;
- 3.2. by new, reconditioned, refurbished or alternative products that 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 the products to the buyer by credit note in accordance with DLX's reasonable assessment of the residual value of the returned products.

After repair, replacement or credit, the returned parts or products become the property of DLX.

4. **Modes of the service**

DLX can offer repairs via the following services:

- 4.1. **Online remote technical support.** Remote technical support is provided via instant messaging tools such as telephone, email or other means to resolve simple and general technical issues. This service applies to technical problems including, but not limited to, connection problems of signal and power cables, problems with system software and parameter settings, and problems with replacement of modules, power supplies, system cards, etc.
- 4.2. **Material Return Authorization Service.** For issues that cannot be resolved through online technical support, DLX will coordinate with the buyer to determine if a material return authorization should be issued.

- 4.3. **On-Site Service.** Buyer may submit service requests via DLX's website, e-mail, telephone or other service channels, providing the serial number, service requested, location address and contact information. DLX may, at its sole discretion, dispatch a technician to the buyer's location. When providing on-site service, DLX may charge labor and travel costs, the prices of which are listed in the DLX service price book.

4.4. Criteria for determining the service

Error level	Criteria for the determination	Achieved Services	Costs
1rd level	Display cable, internet cable, power cable, signal cable and other connection problems; parameter settings and system software problems.	Online services for technical support	Free of charge within the warranty period.
2rd level	Module, switching power supply, transmitter cards, receiver cards, function cards and other accessories or device failure.	Returned Repair service for accessories	Free within the warranty period.
3rd level	The rate of dead pixels on the display exceeds the standard, the number of faulty modules exceeds the contractually agreed number of replacement modules, the failure of more than 10% of the modules, the switching power supply and the receiver cards.	On-site maintenance services	Spare parts are free of charge within the warranty period. The labor costs are calculated

4.5. Service after the sale

The following services are charged according to DLX's standard prices and labor rates:

- A. On-site installation consulting, commissioning and training services: sending engineers and technical staff to the exhibition site to provide technical services such as installation consulting, commissioning, maintenance, training, etc.
- B. On-site technical support for major events: Sending engineers and technical staff to the venue to provide technical support and ensure the normal operation of the display during the event.
- C. Point-by-point calibration service for Displays: Dispatch from

engineers and technical staff on site to calibrate the display.

D. Inspection service: dispatching engineers and technical personnel to the site for inspection services, comprehensively checking the operating status of the display, diagnosing faults in a timely manner and providing complete solutions, as well as training and guidance for users and maintenance personnel on site to ensure that the equipment is working well.

E. Cleaning support service: Sending engineers and technical staff to the site to assist with cleaning.

F. Training service: Dispatch of engineers and technical personnel for technical training on site.

G. On-Site Maintenance Service: If the Failure Level is below the 3rd level defined in Appendix A, Supplier shall dispatch engineering and technical personnel to the Site to provide repair, troubleshooting and other maintenance services at Buyer's request.

For the chargeable services specified in this contract, DLX shall send the buyer a notice of acceptance after completion of the provision of the service. The buyer must inspect and accept the service provided by DLX within three working days of receipt of the notification. If the buyer does not send DLX written documentation of non-acceptance within these working days, it shall be deemed have passed the inspection and accepted the service; the date on which the buyer receives the notice of acceptance from DLX shall be deemed the date of acceptance.

4.6. **The obligation of the buyer**

In the event that DLX provides services for the repair of products or parts thereof due to quality problems or assists in the provision of such services at the request of the buyer, the buyer shall provide the necessary conditions, including, but not limited to the use of personnel, the application of the necessary authorizations and the provision of basic facilities to ensure that DLX can access the product and provide repair services, including but not limited to Buyer's own on-site facilities, site cleaning, on-site mechanical equipment and electricity on-site installers, on-site training participants, scaffolding, ladders and cranes to provide the services, on-site access certification and staff support. If the provision of services is delayed due to the fault of the Buyer the Buyer shall bear the travel costs incurred as a result of the delay as well as the labor, food and accommodation costs of the technical personnel.

5. Exclusion from the warranty

The limited warranty provided by DLX does not impose any obligation or liability on DLX:

- 5.1. Any damage that occurs at any time during the shipment of the products, unless otherwise agreed in the contract or in the pro forma invoices.
- 5.2. Normal wear and tear and natural aging of parts, including LED lamps, connection devices, shaders, sockets, etc.
- 5.3. Natural reduction in brightness and color during normal operation and/or partial degradation of the LED pixels.
- 5.4. Minor differences in brightness and color without impairing product functionality.
- 5.5. Any damage caused in whole or in part by misuse, improper operation, tampering, improper installation, adjustment, repair or maintenance of the products by anyone other than DLX personnel or its authorized repair agents.
- 5.6. Damage caused by the failure to provide a continuously suitable environment, including but not limited to:
 - a. Power failure or sudden power surge, extreme or excessive power surges, improper power connections or failure to maintain stable and proper maintain stable and proper voltage conditions;
 - b. improper air conditioning or humidity control;
 - c. other environmental conditions outside the technical specifications of the products, such as extreme temperatures, corrosive substances and metallic contaminants;
 - d. any accident, including without limitation fire, flood, earthquake, wind, lightning, war, pandemic, terrorist activity, civil disturbance or civil commotion
 - e. any other cause beyond the control of DLX; or
 - f. any other cause that does not correspond to normal use.
- 5.7. "Burn-in" by anyone other than DLX personnel or its authorized repair agents through the display of continuous static (non-moving) images.
- 5.8. Any statements about the products made a seller, dealer, distributor or agent unless such statements are contained in a written document signed by an officer of DLX. Such statements not contained in a signed writing do not constitute warranties, may not be relied upon by Buyer, and are not part of the Agreement and Limited Warranty EC

Limitation of DLX's liability

DLX'S ENTIRE LIABILITY TO BUYER UNDER THIS AGREEMENT, ON ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, SHALL BE LIMITED TO THE TOTAL AMOUNT OF PAYMENTS RECEIVED BY DLX FROM BUYER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION FOR THE DISPUTED PRODUCT. DLX SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION ASSERTED.

6. Warranty exclusion

THE LIMITED WARRANTY EG IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT THAT IT IS THE LATEST SPECIFICATION OR EXPRESSLY AGREED TO IN WRITING BY ABSEN, AND ABSEN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

7. Applicable law

The limited warranty is subject to the laws of Switzerland.

8. Customer service contact information:

Digilux AG
Chriesbaumstrasse
2 CH-8604
Volketswil
Switzerland

www.digilux.ch

Support requests:
support@digilux.ch



