

Return Policies and Warranty Statement

PLEASE READ THIS DOCUMENT CAREFULLY!

THESE TERMS & CONDITIONS BELOW APPLY TO ALL YOUR PURCHASES FROM Nanov Display, Inc. THEY CONTAIN VERY IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING LEGAL LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.

By accepting delivery of any product delivered from Nanov Display, Inc. ("NDI."), you ("Customer") agree to be bound by the terms and conditions listed below. You and NDI agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and NDI. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from NDI.

Warranty Period

Nanov Display, Inc will repair or replace, without charge, any merchandise proved defective in material or workmanship for a period of one year after the date of shipment.

All goods requiring repair shall be sent freight prepaid to an authorized repair center. The warranty does not apply to any product failure that results from failure to properly install or maintain device, adjust, inspect or test the product or any product that has been damaged by abuse, misuse, tampering, fire, water, higher than specified input voltage, electronic disruption or improper wiring or damage resulting from damage to case, interior component modules or acts of God.

Liability

THE WARRANTY IS VOID IF THE PRODUCT IS ALTERED OR IMPROPERLY REPAIRED OR SERVICED BY ANYONE OTHER THAN a Nanov Display, Inc Authorized Service Center or Manufacturing facility.

Nanov Display, Inc assumes no risk and shall not be subject to any liability for damages or loss resulting from specific use or application made of the products. The company's liability for any claim, whether based on breach of contract, negligence, infringement of any rights of any party or product liability, relating to products shall not exceed the price paid by the Dealer to Nanov Display, Inc or such products. Under no circumstance will Nanov Display, Inc. be liable for any special, incidental or consequential damages (including loss of use, loss of profit or claims by third parties) however caused, whether by the negligence of manufacturer or otherwise.

IN ALL CIRCUMSTANCES NDI'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. NDI Inc. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. NDI SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT NDI IS APPRISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

Return Procedures

If a warranty repair is required, the Dealer must contact **905 232-2326** to fill out RMA forms and send fax to service center. The following information must be received in order to process warranty.

1. Model and Serial numbers
2. Copies of original invoice(via fax)
3. Name of distributor
4. Details of the defect or problem
5. Return Shipping Instructions

If there is a dispute regarding the warranty of a product which does not fall under the warranty conditions stated above, please include a written explanation with the product when returned. There is evaluation charge in the amount of \$50.00 in the event of "NO FAULT FOUND" by the technician.

Ship freight prepaid to: Video Expert, Inc
c/o Nanov Display, Inc.
145 Barr, Unit 2
St. Laurent, Quebec H4T 1W6, Canada
Tel) 514 738-2434

To return a product based upon NDI's replacement guarantee, you must call or e-mail our Returns Department and obtain a written Return Merchandise Authorization ("RMA") number within the guarantee return period for the product (described above). NDI will not accept returns without prior authorization and an RMA number. Once issued, RMA numbers are valid for 15 days within which return products must be received by NDI. RMA numbers will not be extended or reissued. Customer should prominently display the RMA number(s) on the shipping label of boxes containing the returned product.

Customer is solely responsible for shipping any returned product to NDI. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Customer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing and/or the merchandised is damaged during transportation, NDI's Return Procedure will be breached and NDI will reject the entire return or may choose to impose additional charges against the customer for replacement of the missing component.

NDI will not refund to Customer the original shipping charges. In addition, NDI will assess a 15% restocking fee against the Customer's account on all non-defective returns for refund.

NDI REFUND GUARANTEE

NDI offers our customers a 7-day satisfaction replacement guarantee on all purchases, with strict adherence to the following:

To take advantage of NDI's replacement guarantee policy, Customer agrees to comply with NDI.'s Product Return Procedure a set forth below. Any breach of NDI's Return Policy Procedure will result in the loss of NDI's replacement guarantee. Furthermore, all return shipments not in compliance with these instructions will be rejected.

WARRANTIES

The products sold by NDI are manufactured by NDI exclusively. All NDI products are covered by their respective warranty as set forth by NDI. **NDI MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. NDI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.**

PIXEL COMPLIANCE POLICY

NDI is committed to customer satisfaction by providing the highest quality products in the industry. The result is that our LCD displays generally have very few non performing pixels. For example, an 18i SXGA (1280 x 1024) display has nearly 4 million sub-pixels. A product exhibiting 7 non-performing pixels would equate to an extremely small 0.00018 percent of the total sub-pixels. $(1280 \text{ Horizontal Pixels}) * (1024 \text{ Vertical Pixels}) * (3 \text{ sub pixels per pixel}) = 3,932,160 \text{ sub-pixels}$. $[(7 \text{ non performing pixels}) / (3,932,160 \text{ sub-pixels})] * 100\% = 0.00018\%$ To ensure the highest performing displays, NDI sets limits as to the allowable number of pixel anomalies. NDI has adopted the following pixel anomalies. NDI has adopted the following pixel anomalies to supplement our existing three-year limited warranty. This policy applies to all NDI LCD displays during the warranty period. NDI sets limits on 14i-15i LCD is at 4 bright sub-pixels, 4 dark sub-pixels, or a combination of 4. NDI sets limits on 17i-19i LCD is at 7 bright sub-pixels, 7 dark sub-pixels, or a combination of 7. NDI sets limits on 20i & greater LCD is at 10 bright sub-pixels, 10 dark sub-pixels, or a combination of 10. It is possible that any replacement display may also have some non-performing sub-pixels. This should be considered when requesting a warranty exchange.

LIMITATION OF LIABILITY

IN ALL CIRCUMSTANCES NDI'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. NDI SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. NDI SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT NDI IS APPRISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

GENERAL TERMS AND CONDITIONS

Order Payment Terms: An order is not binding upon NDI until it is accepted; NDI must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, wire transfer, or some other method prearranged with NDI. You agree to pay the amount(s) due as specified on the invoice, and you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

Shipping Charges: Customer should return merchandise to service center by choosing the method of transportation. When return/replacement merchandise is ready, NDI will pay for shipping charges from service center back to customer when the merchandise is under warranty.

Price Protection: We are unable to make a price adjustment after an order has shipped. However, if you notify NDI prior to the shipment of your order, we would be happy to make the price adjustment for you.

Governing Law and Jurisdiction:

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between NDI and Customer shall be governed by the laws of the State of Florida, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. NDI and Customer consent to the exclusive jurisdiction and the venue of the State Courts of the State of Florida, Miami Dade County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against NDI that is more than one year after the date of the applicable invoice.

Severability: If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Florida law.

Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement: These terms and conditions, together with the NDI's invoice respecting the products ordered by Customer, are the complete and exclusive agreement between NDI and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between NDI and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.
