



LIMITED WARRANTY

1. Limited Warranty:

- a. If your product (the "**Product**") does not work properly because of material defects or workmanship, Nanov Display, Inc. ("**NANOV**") will, for a period of **three years** from the date of original purchase, which for greater clarity shall be deemed to be the date of the original purchase invoice date (the "**Warranty Period**"), whether by a dealer or by an end-user (which end-user shall hereinafter be referred to as the "**Customer**") at its option either (a) repair your Product(s) with new or refurbished parts, or (b) replace the Product(s) with a new or a refurbished Product(s) or Product(s) of reasonable similarity in functionality. The decision to repair or replace will be made by the NANOV in this sole discretion.
- b. During the Warranty Period there will be no charge for factory labor or charge for parts. This three years Limited Warranty Program only applies to the following NANOV models:
 - i. NMRS-****
 - ii. NISSK-*****
 - iii. NHLT -****
 - iv. NMRD - ****
 - v. NGLT ****
 - vi. NILT ****

which must have been delivered in North America, subject to further restrictions as set out below. This Limited Warranty is extended only to the original Customer. **Notwithstanding anything else in this Agreement, Models which are otherwise expressed in writing to be covered by this Warranty but is NOT specified above shall have a Warranty Period of ONE (1) YEAR ONLY.**

2. Application of Warranty:

- a. The Limited Warranty is valid only when the presentation of the proof of purchase consisting of original invoice indicating the date of purchase, dealer's name and model number of the Product(s) is accepted by NANOV. NANOV reserves the right to refuse this Limited Warranty if this information has been removed or changed after the original purchase of the Product(s) from the dealer.
- b. As set out above, NANOV's obligations are limited to repair of the defect or replacement of the defective part or at its discretion replacement of the Product itself.
- c. Limited Warranty repairs must be carried out by a NANOV Authorized Service Centre located in: Toronto, Canada, Miami, Florida, or Hackensack, New Jersey.



This Limited Warranty cover will be void, if a repair has been attempted by any unauthorized service center. NANOV shall not be liable for reimbursement, claims and damages that may result from the unauthorized repair of the Product(s). NANOV or its Authorized Service Centre reserves the right to retain any parts or components replaced at its discretion where any defects are noticed in any such parts or components during the Warranty Period.

- d. Repair or replacement under the terms of this Limited Warranty does not provide right to extension or renewal of the Warranty Period. As set out above, repair or direct replacement of the Product(s) under the terms of this Limited Warranty may be fulfilled where NANOV provides replacement Product(s) of reasonable similarity in functionality.
 - e. The Limited Warranty is not applicable to cases other than defects in material, design and workmanship.
3. **Limited Warranty Exclusions and Limitations:** The Limited Warranty is void and of no effect, and NANOV shall have no liability hereunder to any customer or third-party to the extend any of the following occur:
- a. with respect to ventilation of the Product(s):
 - i. Improper installation of decorative cover — If decorative covers is/are installed in a manner that blocks the ventilation holes, the Product(s) is/are out of warranty.
 - ii. Inadequate air-circulation — If the product is installed with less than 3 inches space between the Product(s) and a wall, the Product(s) is/are out of warranty.
 - b. with respect to electric power in relation to the Product(s):
 - i. Rated electric power — If the Product is connected to electric power, power plug or socket providing voltage or wattage outside the range required by the Product, the Product is out of warranty (e.g. 120V monitor connected to 220V power or 220V monitor connected to 120V power).
 - ii. Power board — If the Product's integrated power board is modified, replaced or damaged by the user, the Product is out of warranty.
 - c. with respect to water damage due to improper installation:
 - i. Installation under water — If the Product is installed inside standing or flowing water (e.g. puddles, floods, streams etc.), the Product is out of warranty.
 - ii. Improper installation angle — If the Product is installed at an angle greater than 15 degrees in any direction from the normal direction, the Product is out of warranty. (When notified in advance of purchasing, NANOV will



- provide specialized model information and recommendations for the specified installation environment).
- iii. Prolonged exposure to high humidity — If environmental or other factors cause the product to be directly exposed to high humidity or steam for a prolonged period of time, the Product is out of warranty. (When notified in advance of purchasing, NANOV will provide specialized model information and recommendations for the specified installation environment).
 - iv. Water damage repair/replacement — NANOV will undertake, as its option, to repair or replace each unit or parts thereof that are damaged by water on the condition that: (1) the unit is returned to NANOV in person or by pre-paid freight within five (5) days of the claimed date of water damage, (2) examination by NANOV or a service agent authorized by NANOV determines that the cause of damage is water, (3) The unit or its relevant parts have not been subject to misuse, abuse or neglect, and (4) the repairs are not required as a result of normal wear and tear.
- d. with respect to failure by Customer to performance regular maintenance:
- i. Any outdoor Product are required to have regular maintenance in periodical changing filters. The filters are required to change every **three months** in dusty environment, every **six months** outdoor roadside and **once a year** in environmentally clean dust free area.
- e. Abuse or misuse, including but not solely limited to the failure to use the Product(s) for its normal purposes or in accordance with NANOV's instructions on usage and maintenance. Operation conditions which exceed normal outdoor condition is considered abuse usage, and shall include, but shall not be limited to the following: usage of the Product(s) in toxic chamber rooms, chemical sewage atmosphere, water containing abrasive or cement, in conditions where the Product(s) are submerged underwater.
- f. When outdoor Product unit(s) are used in temperatures of over 75 degrees centigrade. If at any time during the term of this Limited Warranty any Product(s) becomes overheated, please notify the nearest NANOV Authorized Service Centre. If any Product(s) are used in conditions where the temperature is over 75 degrees centigrade for a period of over **two weeks**, shall Product(s) shall be considered out of warranty. *For high temperature conditions, NANOV recommends special Product models which are designed to endure high temperature, where such Product(s) are provided different warranty conditions shall apply – please contact NANOV for further information.*
- g. Defects resulting from usage of the product in conjunction with accessories that are not approved by NANOV for use with this product.



- h. Failure of the product arising from incorrect installation, improper unpacking or use not consistent with the instructions and technical or safety standards prescribed in the product user manual.
- i. Physical damage, markings or retained images from shocks, drop during shipment, trucking, moving, maintenance or installation. When product(s) are shocked, dropped and/or otherwise physically damaged, the Customer shall notify the nearest NANOV service center in order to receive assistance. The Customer acknowledges that only NANOV may provide proper procedure to repair the product(s).
- j. Bug infestation, misapplication, set-up adjustments, maladjustment of components, improper maintenance, power line surge, lightning damage, rental use of the product(s), service by anyone other than a party expressly authorized by NANOV.
- k. Accidents, Acts of God, lightning, water, fire, public disturbances, improper ventilation, voltage fluctuations or any cause beyond the control of NANOV.
- l. Unauthorized modifications carried out to the product in order to comply with or circumvent any applicable local or international laws or technical standards for which the Product(s) was not originally designed.
- m. Where any Product(s) is/are not purchased from any authorized NANOV dealer.
- n. Where applicable, this Limited Warranty does not cover any accessories external to any Product(s).
- o. Where any damage to the Product(s) or the malfunctioning of the Product(s) is due to wear and tear caused by the use of the Product(s) by the Customer.
- p. Where the Product(s) is/are sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.
- q. Where applicable, where any serial number of any Product(s) or any components thereof is altered, defaced or removed.

4. **Other General Conditions:**

- a. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.



- b. WITHOUT LIMITING ANY OTHER RIGHTS OF NANOV UNDER THIS AGREEMENT, NANOV IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE PRODUCT(S) OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY.
- c. This Limited Warranty is not transferable. This Limited Warranty will be the Customer's sole and exclusive remedy and neither NANOV nor its authorized service center shall be liable for any incidental or consequential damages or breach of any express or implied warranty of the Product(s). Without limiting any other rights of NANOV previously set out above, and in any event, neither NANOV nor its authorized service centers shall be liable for any amounts greater than the replacement cost of the Product(s) being claimed against under this Limited Warranty.
- d. Without limiting any rights of NANOV as set out above, for greater clarity, the Customer shall be responsible for any costs beyond those provided for under the Limited Warranty as set out above, including but not limited to any costs incurred by the Customer for: the trouble shooting, maintenance, repair, removing, replacing, installing of the Product(s), complying applicable laws, handling, or replacement of or for any costs or expenses for providing temporary or substitute Product(s) or service during periods of malfunction or non-use pending replacement or completion of repairs for the Product(s) under this Limited Warranty. For greater clarity: The Customer is responsible for any transportation costs from/to any NANOV Authorized Service Centre in North America – Miami, Florida, Hackensack, New Jersey, Toronto in Ontario, Canada.
- e. This Limited Warranty does not affect the Customer's statutory rights nor the Customer's rights against the dealer related to their purchase/sales agreement.
- f. NANOV reserves the right to make final decisions regarding problem determination and the appropriate service option. Any replacement or exchanged of Product unit(s) shall assume the remaining Limited Warranty of the original Product unit(s) and shall not cause any extension of this Limited Warranty.
- g. This Limited Warranty shall not be enlarged, extended, or effected, and no additional obligation or liability shall be imposed on NANOV for providing any technical advice, information, services, applications suggestions, or Product modifications to any person or entity associated with the installation, service, repair, maintenance or operation of the Product(s).
- h. No one is authorized by NANOV to modify this Limited Warranty in any respect or to create for NANOV any other obligation or liability in connection with the Product(s) unless done so in a written agreement signed by the authorized personnel of NANOV.



- i. If any clause of this Limited Warranty is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of this Limited Warranty will be given full force and effect.

For more information regarding this Limited Warranty, please send all e-mail correspondence to: info@nanovdisplay.com as NANOV may further direct.