



Warranty

ZAHNER PRODUCTS STANDARD LIMITED WARRANTY

For a period of two (2) years from the date of shipment (the “Warranty Period”), A. Zahner Co. (“Seller”) warrants that the Zahner Product(s) listed below (the “Product”) provided to the buyer hereunder (“Buyer”) will materially conform to the written product specifications provided by Seller at the time of shipment and will be free from defects in material and workmanship during the Warranty Period. Claims made under this limited warranty must be submitted to Seller in writing no later than two (2) years from the date of shipment.

ZAHNER PRODUCTS
ImageWall
ImageLines

EXCLUSIVE REMEDY. In the event of a valid warranty claim, Seller shall have the exclusive option to either (1) replace the non-conforming product, (2) repair the non-conforming product, or (3) refund the purchase price of the product, which option chosen by Seller shall be the exclusive remedy of Buyer hereunder. This limited warranty does not in any instance cover costs relating to (re)installation or fabrication expense, or any other direct or indirect loss which may result from product or service failure.

Warranty Claim Process

Any claims made under this limited warranty must be submitted in writing to:

A. Zahner Company 1400 East 9th Street Kansas City, MO 64106
Attn: Warranty Department

Provided Buyer first obtains Seller’s written consent, and should Seller approve a warranty claim, Seller will then provide to customer a return materials authorization form which must be completed and returned to Seller pursuant to the instructions set forth on such return materials authorization form.

ADDITIONAL WARRANTY TERMS & CONDITIONS ON PAGE 2 OF THIS DOCUMENT



Warranty

ADDITIONAL WARRANTY TERMS & CONDITIONS

EXCEPT AS EXPRESSLY SET FORTH IN THIS DOCUMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WRITTEN OR VERBAL, EITHER EXPRESS OR IMPLIED, WHETHER ARISING AT LAW OR OTHERWISE, AS TO ANY PRODUCT, ITS MERCHANTABILITY, FITNESS FOR ANY INTENDED USE OR PURPOSE, TITLE, INFRINGEMENT, OR ANY COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, OR ANY REPRESENTATIONS OR WARRANTIES IN ANY WAY RELATED TO BRANDS, LOGOS, OR OTHER INTELLECTUAL PROPERTY OF SELLER OR ANY OTHER ENTITY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WHICH ALL PARTIES HEREBY ACKNOWLEDGE. BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF PRODUCTS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF ANY PRODUCT. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER BE LIABLE BEYOND THE TERMS OF THIS WARRANTY, AND BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXTEND TO INCLUDE DELAY, INCIDENTAL, SPECIAL, CONSEQUENCES OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, AND ALL RELATED DAMAGES. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER HAS ESTABLISHED ITS PRICES AND PROVIDED THIS WARRANTY IN RELIANCE UPON THE LIMITATION OF LIABILITIES SET FORTH HEREIN.

The Product is a solution that allows Buyer to display its own digital content. Seller or any of their affiliated entities do not provide, are not responsible for providing, and do not have the ability to control the digital content that Buyer uses the Product to display. Buyer is exclusively responsible for complying with all Intellectual Property obligations for the digital content and exclusively responsible for any alleged or actual claims of violating rights to Intellectual Property from displaying digital content.

"Intellectual Property" means any and all trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and other similar designations of source; original works of authorship and related copyrights and any other intangible property in which any party holds privacy rights, publicity rights, name image likeness rights, proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

Buyer shall defend, indemnify, and hold harmless Seller and its employees, officers, directors, agents, affiliates, successors, and permitted assigns (collectively, "Seller Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, demands, actions, legal proceedings, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "Losses"), incurred by Seller Indemnified Party arising out of or resulting from any claim alleging the violation of rights to Intellectual Property from displaying the digital content.

This warranty shall be invalidated and of no force or effect if any of the following shall have occurred, and this warranty shall not apply to any damage or defects to products caused by:

1. Improper storage, handling, or use;
2. Improper specification, fabrication or installation;
3. Failure to maintain the product in accordance with good industry standards and seller's product usage guidelines;
4. Accident, abuse, vandalism, use that is inconsistent with its usual and customary purpose, or the acts or omissions of buyer or any third-parties;
5. Variations in dye lots, gauges, textures, and finishes, that may vary slightly between the samples provided to customers and the product actually delivered.
6. Modification or repair by any person other than with seller's express written approval.

This Standard Limited Warranty, together with any other documents incorporated herein by reference and all related Exhibits and Schedules, constitutes the sole and entire agreement of the Buyer and Seller with respect to the subject matter of this Standard Limited Warranty and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Standard Limited Warranty, any other documents incorporated herein by reference, and the related Exhibits and Schedules, the statements in the body of this Standard Limited Warranty shall control. Buyer has not relied on any statement, representation, warranty, or agreement of Seller or of any other person on such Seller's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Standard Limited Warranty. No amendment or modification of this Standard Limited Warranty is effective unless in writing executed by Buyer and Seller. This warranty benefits solely Buyer and Seller and nothing express or implied confers on any other person any legal or equitable right, benefit, or remedy of any nature, whether at law or equity. This Standard Limited Warranty is governed by and construed in accordance with the laws of the State of Missouri. Buyer and Seller irrevocably and unconditionally agree that all disputes under this Standard Limited Warranty shall be determined by the Jackson County District Court, sitting in Kansas City, Missouri, or the Federal District Court for the Western District of Missouri sitting in Kansas City, Missouri.