



BSW Digital

Middle East Parts Warranty

WARRANTY; LIMITATION OF LIABILITY: SELLER warrants that the EQUIPMENT shall be of good material and workmanship and free of material defects for a period 36 months from date of ACCEPTANCE and that the SERVICES shall be provided in a professional and workmanlike manner.

If any of the EQUIPMENT sold hereunder or any SERVICE provided hereunder does not conform to this limited warranty, BUYER shall notify SELLER and SELLER at its own expense shall (a) repair or replace any EQUIPMENT, or (b) re-perform any SERVICE that does not conform. This is an EQUIPMENT parts only warranty.

This Agreement excludes reimbursement of funds for any on-site labor or equipment to remove/replace any sign or sign parts for the purpose of repair or replacement. Except as expressly set forth herein, SELLER makes no warranty to BUYER with respect to the EQUIPMENT or the SERVICES, and BUYER disclaims all other warranties, express or implied, including without limitation any implied warranty of merchantability or fitness.

Regardless of whether any remedy herein fails of its essential purpose, in no event will SELLER be liable for any incidental, special, exemplary, punitive, indirect or consequential damages arising out of or relating in any way to this Agreement, any part of the EQUIPMENT, or the use of the same (such damages including, without limitation, damage for lost profits or business interruption) or the SERVICES provided hereunder, even if SELLER has been informed, is aware, or should be or have been aware, of the possibility of such damages. BUYER's sole remedy and SELLER's sole obligation shall be to replace or repair defective equipment at SELLER's expense, excluding on-site labor, and/or to re-perform non-conforming SERVICES, as the case may be, during the warranty period provided above. Except in the event of death or bodily injury, in no event will SELLER be liable in damages or otherwise for any matter arising out of or relating to this AGREEMENT, the EQUIPMENT or the SERVICES in excess of the aggregate amount actually received by SELLER hereunder. SELLER shall have no liability for any loss, expense or damage caused by the willful misconduct, or negligence of the BUYER, its officers, agents, or servants and BUYER shall hold harmless SELLER from any and all of the same.

Service & Maintenance Agreement; N/A

*"Part of the BSW Group
of Companies"*



BSW GROUP