

ICS Technology Inc PO Box 4063 Middletown, NJ 07748
732-671-5400 Fax 732-671-1420 E-MAIL info@icstec.com www.icstec.com

ICS WC SERIES WALL CONTROLLER WARRANTY

ICS TECHNOLOGY INC.

ICS OFFERS A STANDARD FACTORY 36-MONTH WARRANTY FROM DATE OF SHIPMENT ON PRODUCTS MANUFACTURED BY ICS FOR PARTS AND LABOR, AND ONE WAY SHIPPING IN THE UNITED STATES. ANY PRODUCT THAT REQUIRES WARRANTY REPAIR MUST BE RETURNED TO ICS PREPAID. ICS WILL SHIP BACK PREPAID IN THE CONTINENTAL U.S.

THIS WARRANTY COVERS PARTS THAT FAIL DUE TO MANUFACTURING DEFECT OR WORKMANSHIP IN NORMAL OPERATING CONDITIONS. IT DOES NOT COVER DAMAGE DUE TO MISUSE OR ABUSE.

ANY ITEMS THAT REQUIRE REPLACEMENT IN THE NORMAL COURSE OF OPERATION, SUCH AS FILTERS, LAMPS, FUSES, ETC. ARE NOT COVERED UNDER THIS WARRANTY.

PRODUCTS THAT ARE NOT MANUFACTURED BY ICS SHOULD BE RETURNED TO THEIR ORIGINAL MANUFACTURER FOR WARRANTY REPAIR.

YOU MUST OBTAIN A RETURN MATERIAL AUTHORIZATION NUMBER BEFORE RETURNING ANY PRODUCTS TO ICS. CONTACT ICS FOR RMA# AT:

**ICS TECHNOLOGY INC.
12 HEATH PARKWAY
MIDDLETOWN, NJ 07748
732-671-5400 FAX 732-671-1420
E-MAIL SERVICE@ICSTEC.COM**

This warranty is governed by the following.

This is a limited factory warranty for a period of (3) years, beginning on the date of shipment; This Warranty is not transferable, except upon the written approval of the Company, in its sole discretion;

If the Equipment becomes defective during the period of this Warranty, the Company will repair or replace as set forth in Exhibit A.

There are no other warranties, express or implied, which have been made by the Company in connection with the Equipment.

This Warranty does not cover and shall be void for (a) defects or damages resulting from fire or theft, (b) defects, damages, or loss resulting from intentional misuse, abuse, neglect, or alterations by, or directed by, the owner of the device, and (c) defects or damages resulting from service or repair by anyone other than the Company.

WARRANTY DISCLAIMER AND LIMITATIONS

THIS WARRANTY FOR THE EQUIPMENT IS IN LIEU OF ALL CONTRACTS, UNDERSTANDINGS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF THE COMPANY ITS AGENTS OR SERVICE PROVIDERS. ALL IMPLIED OR STATUTORY WARRANTIES, TO THE EXTENT THAT THEY CANNOT BE EXCLUDED, ARE LIMITED TO THE EFFECTIVE PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. IF THE EQUIPMENT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, AS SET FORTH HEREIN, THE WARRANTY PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. HOWEVER, IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE COMPANY RESERVES THE RIGHT TO REFUND THE ORIGINAL PURCHASE PRICE THAT THE COMPANY RECEIVED FOR THIS EQUIPMENT IN EXCHANGE FOR THE RETURN OF THE EQUIPMENT. THE COMPANY, ITS AGENTS AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR INDEMNITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THIS IS THE EXCLUSIVE WRITTEN LIMITED WARRANTY OF THE ORIGINAL WARRANTY PURCHASER.

STATE LAW RIGHTS

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS OR EXCLUSIONS MAY APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

POST WARRANTY

THE COMPANY DOES NOT RENEW WARRANTIES.

Severability

If any provision(s) of the agreement are declared to be invalid, such provision(s) shall be severed from this agreement and the other provision(s) shall remain in full force and effect.

Notice

Any notice required or permitted to be sent out under this agreement shall be mailed by registered mail, return receipt requested, to the addresses of the parties as first set forth in this agreement. Notice so sent will be deemed effective when deposited in the mail or delivered by hand.

Governing Laws and Jurisdiction

It is agreed by the parties that this agreement shall be governed and constructed in accordance with the laws of the State of New Jersey and the United States of America. Jurisdiction for any proceeding in law or equity, or any arbitration, shall be in the County of Monmouth, State of New Jersey

Arbitration

Any dispute arising under this agreement shall be submitted to binding arbitration under rules then prevailing of the American Arbitration Association and judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

The party submitting such dispute shall request the American Arbitration Association to:

Appoint an arbitrator who is knowledgeable in the area and familiar with the industry and who will follow substantive rules of law. If an arbitration panel is appointed, the panel shall include a lawyer.

Require the testimony to be transcribed and require findings of fact and a statement of reasons for the decision accompanying the award.

Judgment upon award made in such arbitration may be entered and enforced in any court of competent jurisdiction.

Except where clearly prevented by the area of dispute, both parties agree to continue performing their respective obligations under this agreement while the dispute is being resolved.

Both parties will use best efforts to resolve any disputes prior to invoking the arbitration procedures. If either party fails to perform its obligation as set forth in this agreement and such failure to perform is not corrected within thirty (30) days of written notifications of such failure from the other, the matter may be turned over to arbitration upon ten (10) days written notice to the other party.

Entire Agreement

Effective date 1/1/2013

EXHIBIT-A

ICS WC 5000 SERIES WALL CONTROLLER WARRANTY

ICS WC5000 SERIES WALL CONTROLLER products are designed to be easily serviceable. ICS WC 5000 video wall controller warrantee is a factory warrantee. It can be implemented in two ways. The customer can return the complete WC 5000 unit for factory repair or they can request that a replacement part be shipped to them and they will install at their own cost and return the defective part to ICS as described below.

The majority of the parts in each Wall Controller system are built as modules that can be replaced quickly. All replacement parts are shipped when available in advance to help minimize downtime of your ICS system. Our three-step warranty RMA (Return Material Authorization) process is designed to minimize downtime by an advance exchange of the defective part with the customer. See information below.

Warranty Coverage

ICS warrants its products to be free from defects in material and workmanship during the warranty period. If in ICS's determination a Product proves to be defective in material or workmanship during the warranty period, ICS will, at its sole option, replace or repair the Product with a similar new or refurbished Product or refund the dealer's purchase price of the unit if replacement or repair of the Product is not commercially feasible. Warranty is valid in the United States.

Who the Warranty Protects

This warrantee is valid only for the customer listed in this agreement. Customer may be required to provide evidence of proof of warrantee purchase.

Warranty Guidelines

Contact ICS's customer service at 1-732-671-5400. The Customer must have the model number, serial number and warrantee available. ICS's Customer Service staff will attempt to correct any issues that might be causing the problem. If we are unable to resolve the problem through troubleshooting, a return material authorization (RMA) number will be issued for the complete video wall controller or the defective part. The customer can elect to return the complete video wall controller or request a replacement part exchange. If customer elects to return the complete wall controller, customer is responsible for shipping cost to ICS. ICS is responsible for the return shipping cost to customer. If customer elects to have a part exchanged, customer will return defective part to ICS prepaid. ICS will ship replacement part prepaid to customer. If customer requires the replacement part to be shipped before defective part is received by ICS, customer will need to issue a purchase order to cover replacement part cost. This purchase order will be canceled when defective part is received back at ICS. Defective parts must be returned to ICS within 30 calendar days. If a replacement part is not available at the time of the RMA, ICS may ask the customer to send the part to ICS for repair.

1. Upon receipt of the replacement part, inspect the packaging and part for shipping damage. Report all damage immediately to the carrier and/or the ICS Service Representative.
2. Follow the processes and procedures provided by ICS Service Representative. If any issue arises during the replacement, contact ICS Service at 1(732) 671-5400.
3. After receiving the Advance Replacement part, the Customer will have 30 calendar days from the date of receipt of the Advance Replacement Product to return the defective part to the ICS return facility or they will be charged the current market price for the part. The Customer should:
 - a. Return the defective Product in the box in which the Advance Replacement Product was shipped.
 - b. Return only the defective part. ICS will not be responsible for returning or replacing any accessories that are returned with the defective Product.
 - c. Return the part to the repair location specified by the ICS Service Representative. Clearly mark the RMA number on the box and on the shipping label. Verify that the RMA number on the shipping label matches the RMA number for the defective part being returned.
4. All replacement products are sent from ICS by ground (or least expensive) transportation. Customer is responsible for excess charges for any other method of shipping requested.

Warranty Exclusions

The following conditions or circumstances are not covered under the terms of ICS's warranty:

1. ICS is unable to deliver to PO Box and FPO Box addresses.
2. Any Product on which the serial number has been defaced, modified or removed.
3. Travel time or other labor incurred by Customer in the event of Product failure.
4. Damage, deterioration or malfunction resulting from:
 - A. Accident, abuse, misuse, neglect, improper ventilation, fire, water, disaster, lightning, or other acts of nature, smoke exposure (cigarette or otherwise), unauthorized product modification (including use of an unauthorized mount), or failure to follow instructions supplied with the Product.
 - B. Repair or attempted repair by anyone not authorized by ICS.
 - C. Any damage to the Product due to shipment.
 - D. Any damage during the removal or installation of the product.
 - E. Causes external to the product, such as electric power fluctuations or failure.
 - F. Use of supplies or parts not meeting ICS's specifications.
 - G. Normal wear and tear.
 - H. Any other cause which does not relate to a Product defect.
5. Removal, installation, and set-up service charges.

Miscellaneous Return Issues

1. ICS will not accept returned Product unless an RMA number has been previously issued by ICS.
2. If the defective Product is returned and deemed to be covered by one of the warranty exclusions, ICS reserves the right to charge the Customer an amount not to exceed the MSRP.
3. If Product is returned and is deemed to be a No Fault Found (NFF) unit, ICS reserves the right to charge Customer for cost incurred by ICS.
4. It is the responsibility of the Customer to properly package the defective Product and ship it to the address provided by the Customer Service representative with the RMA number prominently displayed. If the defective Product is not properly packaged by Customer and is damaged in transit during its return to ICS, depending on method used, the Customer may be charged for either the repair costs, if repairable, or the MSRP of a replacement Product.
5. The replacement Product will assume the remainder of the warranty or 90 days, whichever is longer.
6. The Customer agrees to retain the replacement Product and the Customer's defective Product becomes the property of ICS.

For additional information or the name of the nearest ICS service center, contact your ICS distributor or call ICS at 1-732-671-5400 or email us at support@icstec.com.

Limitation of Implied Warranties

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Exclusion of Damages

ICS'S LIABILITY IS LIMITED TO THE COST OF ONE OF THE FOLLOWING REMEDIES: (1) REPLACEMENT WITH A SIMILAR NEW OR REFURBISHED PRODUCT; (2) REPAIR OF THE DEFECTIVE PRODUCT OR (3) REFUND OF THE DEALER'S PURCHASE PRICE OF THE UNIT IF REPLACEMENT OR REPAIR OF THE PRODUCT IS NOT COMMERCIALY FEASIBLE. THE REMEDY CHOSEN WILL BE IN GOOD FAITH AND AT THE DISCRETION OF ICS. ICS SHALL NOT BE LIABLE FOR:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
3. ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
4. ANY VERBAL WARRANTY ASSURANCES MADE BY AN ICS EMPLOYEE OR AN ICS AUTHORIZED RESELLER THAT CONFLICTS OR ENHANCES THE WRITTEN WARRANTY INCLUDED HEREIN.

Effect of Local Law

This warranty gives you specific legal rights, and you may have other rights, which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.