



New Vision Display Warranty Terms and Conditions

Express Limited Warranty:

New Vision Display (“NVD”) warrants that the Products will be free from defects in workmanship and materials and will substantially conform to their applicable specifications under normal use for a period of twelve (12) months from the date of shipment, subject to the exceptions and limitations contained herein. Upon any failure of a Product to comply with the above warranty, NVD’s sole obligation, and Buyer’s sole remedy, is for NVD to promptly repair or replace such unit and return it to Buyer, freight prepaid. NVD MAKES NO OTHER WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, AND NVD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

Specifications must be mutually agreed upon and signed by Buyer and NVD, and may not be modified except by signed written agreement between Buyer and NVD.

Buyer shall return Products covered by the warranty freight pre-paid after completing a failure report and obtaining a Return Material Authorization (“RMA”) number from NVD to be displayed on the shipping container. Buyer shall bear all of the risk and all costs and expenses, associated with Products that have been returned to NVD for which there is no defect found. Buyer and NVD will negotiate in good faith the terms related to the process for repair of Products.

Buyer will provide its own warranties directly to any of its Buyers, end users or other third parties. Buyer will not pass through to end users or other third parties the warranties made by NVD under this Agreement. Furthermore, Buyer will not make any representations to end users or other third parties on behalf of NVD, and Buyer will expressly indicate that the end users and third parties must look solely to Buyer in connection with any problems, warranty claim or other matters concerning the Product.

THE ABOVE SET FORTH BUYER’S SOLE AND EXCLUSIVE REMEDY AND NVD’S SOLE LIABILITY FOR NVD’S BREACH OF WARRANTY HEREUNDER. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT WILL NVD BE LIABLE FOR ANY TESTING, SORTING, LINE DOWN OR ADMINISTRATIVE COSTS/FEEES OR ANY PENALITES OR FEES WHICH BUYER IS REQUIRED TO PAY TO A THIRD PARTY(IES). THE EXPRESS LIMITED WARRANTY HEREIN APPLIES ONLY TO PRODUCTS MANUFACTURED IN THE COURSE OF FULL-SCALE PRODUCTION THAT HAVE BEEN SUBJECT TO ALL APPLICABLE TESTING AND QUALITY STANDARDS.



Notice: In order to assist NVD in meeting its service objectives, Buyer shall advise NVD in writing within 30 calendar days of discovering Defective Product, except as otherwise set forth below in which case, Buyer shall notify NVD within 24 hours.

Within 5 days after notice of Defective Product from Buyer, NVD will issue a Return Material Authorization (RMA) number or advise Buyer of an alternative remedial plan. A prior written authorization in the form of an RMA must be obtained from NVD before any items can be returned to NVD pursuant to a warranty claim. Once the RMA is issued, Buyer has two (2) weeks to provide evidence of return/tracking information for the requested number of Products to NVD for failure verification or analysis. If the Product is not returned within two (2) weeks, NVD reserves the right to cancel the RFV/RMA request and NVD shall have no further liability hereunder for such Product(s).

Products returned under RMA should be returned in the original packaging, and any costs associated with packaging the RMA returns is the responsibility of the Buyer.

If the defect is found to be unrelated to the delivered Product, or no Defect is found, or one of the exclusions herein applies, NVD shall invoice the Buyer who shall pay the cost associated with the invalid return, including but not limited to freight, labor and material, import fees and taxes or any expedited fees/courier services if requested by Buyer. Product that is not reported to NVD as defective in writing within 30 calendar days of Buyer's discovery of such defect will not be covered under warranty.

Disposal Option. NVD may request that Buyer destroy or scrap Product at NVD's cost rather than returning it to NVD under an RMA. NVD reserves the right to witness the destruction of Defective Product or request a statement from the Buyer stating that the Defective Product has been scrapped.

Defect Rate. NVD and Buyer shall agree on an acceptable Defect rate for each Product manufactured by NVD and such rate shall be documented in writing. The Defect rate will be measured in DPPM's, which shall be defined as the number of Defective Products divided by total shipment quantity multiplied by 1 million from the date the part number was first shipped. Only failures associated with a NVD Product itself shall be considered Defective. Issues such as incorrect labels, mixed packages, etc., shall not to be used for DPPM calculations and will not be subject to warranty coverage.

If the Defect rate at the Buyer's site exceeds 3000 DPPM, the Buyer must stop production and sale immediately and notify NVD in writing within 24 hours. NVD shall have no further liability hereunder with respect to Products produced after the Defect rate at the Buyer's site exceeds 3000 DPPM.

Limitations. Notwithstanding anything else in this Agreement, this express limited warranty does not apply to, and NVD makes no representations or warranties whatsoever with respect to: (i) Product that is processed outside of industry standard conditions and/or material supplier specifications and/or NVD specifications or environmental controls; (ii) Product that has been subject to unapproved



or improperly administered rework, repair, component upgrades or other modifications or excessive and/or localized thermal damage or exposure which might compromise material integrity; or (iii) Product defects or damage related to post-delivery processes or assembly; (iv) defects resulting from the specifications or the design of the Products; (v) Product that has been abused, damaged, altered or misused by any person or entity after title passes to Buyer; (vi) first articles, prototypes, pre-production units, test units or any other non-production units; (vii) defects resulting from tooling, designs or instructions produced or supplied by Buyer; (viii) and defects that would not have occurred but for the Product's use or combination with other software or hardware; (ix) Products where storage conditions or shelf life specifications have been exceeded; (x) any other issues expressly excluded in these Terms and Conditions from warranty coverage. Buyer shall be liable for costs or expenses incurred by NVD related to the foregoing exclusions to NVD's express limited warrant

DISCLAIMER. THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 1 IS IN LIEU OF ALL OTHER WARRANTIES. NVD MAKES NO REPRESENTATIONS AND NO OTHER WARRANTIES OR CONDITIONS ON THE PERFORMANCE OF ANY WORK, OR THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS OR COMMUNICATION WITH BUYER, AND NVD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NVD NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR PARTY TO ASSUME FOR NVD ANY OTHER LIABILITY IN CONNECTION WITH THE SALES OF THE SAID ITEMS.

Warranty to Buyer Only. Buyer will provide its own warranties directly to any of its end users or other third parties. Buyer will not pass through to end users or other third parties the warranties made by NVD herein. Furthermore, Buyer will not make any representations to end users or other third parties on behalf of NVD, and Buyer will expressly indicate that the end users and third parties must look solely to Buyer in connection with any problems, warranty claim or other matters concerning the Product.

Severability. If any provision hereof is deemed unenforceable or invalid by an arbitrator or court of competent jurisdiction, said provision shall be limited or eliminated to the minimum extent necessary such that these Terms and Conditions shall otherwise survive and remain in full force and effect.

Terms and Conditions of Sale. These Terms and Conditions are incorporated into and subject to NVD's Terms and Conditions of Sale.