

BrightSign®

Warranty and Regulatory Statements

BrightSign
support@brightsign.biz

FCC Rules, Part 15.

This equipment has been tested and found to comply with the limits for a class B digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna
- Increase the separation between the equipment and receiver
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected
- Consult the dealer or an experienced radio/TV technician for help

This device complies with Part 15 of the FCC rules.

Operation is subject to the following two conditions:

- This device may not cause harmful interference.
- This device must accept any interference received, including interference that may cause undesired operation

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Responsible Party:

BrightSign, LLC.

12980 Saratoga Avenue, Suite D

Saratoga, CA 95070

USA

Telephone: 1-408-852-9263

ICES-003 Class B Notice

This Class B digital apparatus complies with Canadian ICES-003.

Avis NMB-003, Classe B

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

European Community Compliance Statement

This product is in conformity with the protection requirements of EC Council Directive 892004/108/EC on the approximation of the laws of the Member States relating to electromagnetic compatibility. BrightSign, LLC cannot accept responsibility for any failure to satisfy the protection requirements resulting from a nonrecommended modification of the product.

This product has been tested and found to comply with the limits for Class B Information Technology Equipment according to CISPR 22 / European Standard EN 55022 and EN 55024. The limits for Class B equipment were derived for typical residential environments to provide reasonable protection against interference with licensed communication devices. Properly shielded and grounded cables and connectors must be used in order to reduce the potential for causing interference to radio and TV communications and to other electrical or electronic equipment.

Limited Warranty

BrightSign® warrants the BrightSign product against defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase. If BrightSign determines that the BrightSign Product is defective, BrightSign will, at its option, either repair the unit or replace the unit with a new or rebuilt BrightSign product or an equivalent model of the BrightSign product, at no charge to the customer.

THE FOREGOING SETS FORTH

BRIGHTSIGN'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH OF THIS LIMITED WARRANTY.

Scope of and Limitation on Warranty

The warranty on the BrightSign Product is limited to the repair or replacement of defective units as described in **Limited Warranty** above. This warranty does not cover customer training or education, installation, set up adjustments, or signal reception problems. This warranty also does not cover any issues related to the content used with the BrightSign Product. This warranty does not cover damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of, the BrightSign product. This warranty does not cover damage due to improper maintenance or operation of the BrightSign product, connection to improper voltage supply or attempted repair by anyone other than a facility authorized by BrightSign to service your BrightSign product.

Warranty Disclaimer

THE LIMITED WARRANTY AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY. ANY AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY ARE EXPRESSLY EXCLUDED. BRIGHTSIGN'S WARRANTY DOES NOT APPLY TO ANY SEPARATELY LICENSED CODE. THESE WARRANTIES ONLY APPLY TO BRIGHTSIGN PRODUCTS PURCHASED FROM BRIGHTSIGN OR AN AUTHORIZED BRIGHTSIGN DISTRIBUTOR. CUSTOMER SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER IT NOR ANY OF ITS DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL MAKE OR PASS ON ANY WARRANTY OR REPRESENTATION ON BEHALF OF BRIGHTSIGN TO ANY THIRD PARTY.

LIMITATION OF LIABILITY

IN NO EVENT WILL BRIGHTSIGN OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL AND INDIRECT DAMAGES, OR FOR LOSS OF REVENUE OR PROFITS OR DATA OR USE OR FOR THE COST OF SUBSTITUTE GOODS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), ARISING OUT OF, OR IN CONNECTION WITH THE BRIGHTSIGN PRODUCT OR YOUR USE THEREOF. IN NO EVENT WILL BRIGHTSIGN'S OR ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY RELATING TO THE BRIGHTSIGN PRODUCT EXCEED THE PURCHASE PRICE OF THE BRIGHTSIGN PRODUCT. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for certain incidental or consequential damages, so the exclusions set forth above may not apply to you.