

STANDARD TERMS OF SALE AND LIMITED 90 day WARRANTY AGREEMENT

OPENING THE CASE, CHANGING or ADDING SOFTWARE WITHOUT TRIBUTE VISUAL CONSENT WILL VOID THIS WARRANTY.

1. **Payment Terms.** Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes and duties associated with your order. Tribute Visual may modify and substitute products and components without notice to you prior to shipping.

2. You must notify Tribute Visual of damaged or missing items from your order within 5 days after you receive your product.

3. **Return Policy.** All sales are final after 15 days. You may return products for repair within 90 days after you receive your product only if product does not work properly. Please call first for diagnosis. Tribute Visual will repair or replace product at their discretion. You must pay all shipping costs associated for any repair. If damage was caused by anyone or anything other than part failure, repair cost will be quoted and billed to you and must be paid in full before work begins. Refunds will be given if repair costs are less than expected. We are not responsible for any memory cards that do not work in the unit or damage that an improperly memory card insertion causes such as bent pins. Note that all products are tested to be in great working order before they ship.

4. **Satisfaction Guarantee.** If you are not satisfied with your frame for any reason you may return it for a refund or exchange. Please call first. This offer is only valid if the unit is returned in perfect like new condition within 3 days of the delivery date. All returns are subject to an 18% restocking fee after this period. Shipping costs will not be refunded. No returns accepted after 15 days of receipt of product. Please allow up to 3-5 weeks for a return check to be sent.

5. **Technical Support.** Tribute Visual will provide technical support for products at no additional charge for 30 days from the date of shipment or invoice. Tribute Visual provides technical support via email at tech@tributevisual.us. You may also call our sales number listed on our website. Tribute Visual may change the means through which it provides technical support at any time.

6. **Product Warranty.** Tribute Visual warrants the original purchaser that the equipment it manufactures will operate for a period of 90 days from the date of purchase. This does not cover cosmetic errors such as scratch marks, scuffs, abrasions, dead pixels, or bright pixels on the unit. Should this product, in Tribute Visual 's opinion, stop working properly within this warranty period, Tribute Visual, at its option, will repair or replace this product up to three years after date of purchase with extended warranty. Tribute Visual will repair or replace product, at no cost to the purchaser, for up to 90 days after date of purchase. Any defective parts replaced become the property of Tribute Visual . This warranty does not apply to those products which have been damaged due to accident, unauthorized alterations, improper repair, modifications, inadequate maintenance and care, or use in any manner for which the product was not originally intended. Excessive travel with the unit is also not covered under this warranty. To obtain service under this limited warranty, you must follow Tribute Visual's warranty procedures. If Tribute Visual asks you to return defective parts or products, you must do so within 7 days after you receive the request. THIS LIMITED WARRANTY COVERS NORMAL USE. Tribute Visual DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, ACTS OF GOD, VANDALISM OR THE COMBINATION OF Tribute Visual PRODUCTS WITH OTHER PRODUCTS.

6b. **Services and Service Warranty.** The terms of services provided to you by Tribute Visual consist of this Agreement and the additional terms stated in separate services descriptions provided by Tribute Visual . For a period of 30 days after services are performed, Tribute Visual warrants that services provided by it will be performed in a professional and workmanlike manner. Please allow up to 30 days for repair and replacement part procurement.

7. **Disclaimer of Warranties; Limitation of Liability.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, Tribute Visual DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. Tribute Visual 's AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR Tribute Visual IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY OR MAY NOT APPLY TO YOU.

8. **General.** If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Tribute Visual , this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Tribute Visual . Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Tribute Visual . If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Michigan, without giving effect to conflicts of law rules.

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