



WARRANTY STATEMENT

Solar Message Center SMC 4000 MINI & SMC 5000 MICRO

Hill & Smiths, Inc. ("H&S") warrants that each new changeable message sign will be free from defects in material and workmanship for a period of five (5) years from the date of shipment, subject to the conditions and restrictions contained herein.

H&S further warrants parts furnished under this warranty for a period, which expires upon the termination of the warranty applicable to the message center onto which these parts are installed. Parts furnished outside of this contract are warranted for a period of ninety (90) days from the date of shipment and are subject to the conditions and restrictions applicable at shipment.

The exception to the warranty statement above pertains to the batteries and solar panels installed by H&S at the factory. These parts are warranted against defects in material and workmanship for a period of one (1) year for batteries and five (5) years for solar panels from date of shipment, subject to the conditions and restrictions contained herein.

This warranty does not apply to a product that has not been installed or maintained in accordance with H&S's instructions, has been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than H&S, its employees or authorized agents, or failed to have normal maintenance.

This warranty covers only equipment and parts manufactured by H&S. All other components and accessories furnished with H&S product are sold "as is" and without warranty, express or implied of any kind, subject to such warranty, if any, of the manufacturers thereof. H&S ALSO DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, APPLICABLE TO USED PRODUCTS, LIGHT BULBS, FUSES, ELECTRIC WIRES AND BATTERIES. THE ONLY WARRANTY, IF ANY, APPLICABLE TO THE COMPONENTS AND ACCESSORIES DESCRIBED ABOVE SHALL BE THE WARRANTY OF THE MANUFACTURERS OF THE COMPONENTS AND ACCESSORIES.

The buyer expressly agrees that the buyer's sole remedy and H&S's sole responsibility in respect to warranty claim is exclusively limited to repair or replacement, at H&S's option, of product or a portion thereof found by H&S to be defective. H&S does not pay for labor charges or transportation charges and shall not be liable for any incidental or consequential damages connected with repair of a product deemed to be defective or with installation or replacement of repaired product. Further H&S disclaims an liability for any incidental or consequential damages, including lost or duplicated time or expense, accruing for any reason to the owner or user of any products sold by H&S, whether claim is made in contract or in tort or under any theory of warranty, negligence or otherwise.

H&S reserves the right to make changes in its products from time to time without incurring any obligation to incorporate such improvements in any products previously sold or in service.

The terms and conditions of this warranty cannot be altered without the written consent of H&S.

This warranty does not apply to any product, which has not been paid for according to the terms under which the product has been invoiced. In addition, buyer agrees that H&S will not be required to honor any warranty claim from a customer whose account at H&S is not current according to H&S's payment terms.

BUYER MAY HAVE SEEN SAMPLES, ADVERTISEMENTS OR OTHER SALES LITERATURE OR HEARD STATEMENTS MADE DURING THE SALES PRESENTATION WHICH SUGGEST THAT THE PRODUCT BEING SOLD HAS QUALITIES OR CHARACTERISTICS THAT MAKE IT ATTRACTIVE. EVEN IF H&S OR OTS AGENT MADE THESE STATEMENTS DELIBERATELY, H&S DOES NOT INTEND TO INCUR LEGAL LIABILITY FOR ANY SUCH APPARENT REPRESENTATION UNLESS THEY ARE INCLUDED WITHIN THE EXPRESSED WRITTEN TERMS OF THIS CONTRACT. IF NOT EXPRESSED, ANY SUCH APPARENT REPRESENTATION IS NOT IN ANY WAY A PART OF THIS CONTRACT OR THE BARGAIN WITH THE BUYER. H&S'S AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES THAT EXCEED THOSE LISTED IN THIS CONTRACT AND BUYER IS WARNED THEREFORE TO CHECK THIS CONTRACT CAREFULLY TO SEE THAT IT CORRECTLY REFLECTS THOSE TERMS THAT ARE IMPORTANT TO THE BUYER. EXCEPT AS OTHERWISE PROVIDED IN THIS



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DOCUMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, PARTICULARLY NOT THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ARE NOT CONTAINED WITHIN THE WRITTEN TERMS OF THIS CONTRACT.

The foregoing warranty is exclusively and in lieu of all other express, statutory, and implied warranties, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LANGUAGE IN THE PREVIOUS NINE (9) PARAGRAPHS.

Application of Warranty

To make a claim under this warranty, contact H&S giving a description of the product and request a Return Goods Authorization ("RGA") number. Merchandise should not be returned to H&S until an RGA number is received. After receiving an RGA number, the product should be returned, freight prepaid, to H&S. If found to be defective, and if all return freight charges have been paid, or authorization to return freight collect is received, H&S will repair or replace the product, at our option, and return it to the customer. In emergency cases where it becomes impractical to wait for warranty consideration by H&S, parts will be shipped on account the customer pending warranty evaluation. Customers without an established account with H&S will be shipped parts C.O.D.. Upon completion of the warranty evaluation, the customer will be reimbursed for the charges if parts in question are found to be subject to the terms of the warranty found in this contract.