

Warranty policy for VMS Products

This document sets forth the warranty policy of Simmons signs from which you purchase (“Purchaser”) your Variable Messaging Signs (VMS) Products (hereinafter: “Simmons signs”). This policy is applicable only to Simmons signs branded VMS Products (hereinafter “VMS Products”) sold in Europe and installed from 1 Jan 2016 onwards.

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document (hereinafter: “Warranty Terms and Conditions”) and the warranty clause provided in the Simmons signs general terms and conditions of sale.

A. Warranty period

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period, as described in the table hereunder.

Product	Warranty period in years	Comments and qualifying statements
Variable messaging signs – VMS products	2	Return to factory warranty only.

Warranty Terms and Conditions

1. Limited Warranty

The warranty as described herein shall only apply to Simmons signs branded VMS Products sold by Simmons signs in the territory of Europe (hereinafter referred to as "VMS Products"). The warranty is only applicable to the party purchasing the VMS Products directly from Simmons signs (hereinafter referred to as: "Purchaser").

Simmons signs warrants that each VMS Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your VMS Products. If a VMS Product fails to operate in accordance with this warranty Simmons signs will rectify the failed VMS Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

2. Terms and Conditions

• Simmons signs' warranty flows only to Purchaser. If any VMS Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination Simmons signs determines to its satisfaction that such VMS Product failed to satisfy this warranty, Simmons signs will, at its option, repair or replace the VMS Product or the defective part thereof, or reimburse Purchaser for the purchase price on a return to factory basis only. For purposes of clarity, "repair or replace the VMS Product or the defective part thereof" does not include any consequential loss costs, removal or reinstallation activities, costs or expenses, including without limitation labour costs or expenses or lost profits or revenues.

• If Simmons signs chooses to replace the VMS Product and is not able to do so because it has been discontinued or is not available, Simmons signs may refund the purchaser or replace the VMS Product with a comparable VMS Product (that can show small deviations in design and VMS Product specification).

• No agent, distributor or dealer is authorised to change, modify or extend the terms of the limited warranty on behalf of Simmons signs, in any matter.

• This limited warranty only applies when the VMS Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, relevant installation and data guides, IEC standards or any other document accompanying the VMS Products and accepted good industry practice. This limited warranty only applies when the VMS Product has been properly maintained as per the VMS Products installation guides and relevant industry practice. If a VMS Product is found to be defective, or not performing per the VMS Product specifications, the Purchaser must notify Simmons signs in writing.

• Simmons signs will facilitate the technical resolution of problems. Third party products sold by Simmons signs are not covered under this warranty, except as indicated in section 6.

• This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).

• This warranty shall be void in the event any repairs or alterations not duly authorized by Simmons signs in writing are made to the VMS Product by any person, or if other manufacturers products are incorporated into Simmons signs VMS Products by the Purchaser without written agreement by Simmons signs. The manufacturing date of the VMS Product has to be clearly readable. Simmons signs reserves the right to make the final decision on the validity of any warrantee claim.

• If requested by Simmons signs, the non-conforming or defective VMS Products shall become Simmons signs' property as soon as they have been replaced.

• The warranty period starts from the manufacturing date of Simmons signs VMS Product to Purchaser and may be reduced at Simmons signs discretion if a lit VMS Product that is designed to switch off in hours of light has been working during day light hours or is unable to dim due to circumstances outside Simmons signs control such as incorrectly functioning 3rd Party CMS units or incorrect installation. If a replacement or repaired VMS Product is provided as part of the remedy the warranty period starts with the date of manufacture of the originally supplied VMS Product and not the manufacture date of the repaired or replacement remedy VMS Product.

• Simmons signs provides no warranty for free issued components provided by the Purchaser and fitted to Simmons signs VMS Products.

3. Warranty Claims

All warranty periods mentioned are subject to a Simmons signs representative having access to the failed VMS Product or system for verification of non-compliance. Guarantee claims have to be reported and returned to Simmons signs office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- VMS Products failed
- Installation date and invoice date
- Job and serial numbers (from the Simmons signs silver VMS Product label)
- Detailed problem description and number and % of failures, date-code of failure
- Application, hours burned and switching cycles Simmons signs may charge Customer for returned VMS Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

4. No implied or other warranties:

• The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Simmons signs with respect to the VMS Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.

• These terms and conditions state Simmons signs' entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming VMS Products supplied by Simmons signs to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Simmons signs has been advised or is aware of such defects.

5. Limitations and conditions

• This is a limited warranty and excludes, among other items, installation, providing access to VMS Products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.

• Upon request, Simmons signs representatives have to be allowed to access the defective VMS Product, system or application for verification of non-compliance, normally this will be at the Simmons signs factory on a return to factory warranty basis.

• Simmons signs cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the VMS Products and those defined by relevant supply standards (e.g. EN 50160 norms) or the VMS Product being operated outside of recommended operating conditions as specified or if not available in writing, those conditions deemed reasonable for the VMS Product in question.

• With respect to VMS Products sold to the Purchaser by Simmons signs but not bearing the Simmons signs name or sub-brands, Simmons signs makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant VMS Product.

• This warranty does not apply to any abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA).

• Any returned VMS Product or component parts must be suitably packaged to ensure no damage during transit, as any damage caused during transit does not fall within warranty.

• Whilst every effort will be made to work with the Purchaser to rectify any faults within the scope of the warranty agreement, warranty for VMS Products is on a return to factory basis.

6. LED VMS Product warranty

• The Purchaser acknowledges and agrees that an LED VMS Product will only be considered defective for the purposes of clause 1, if,

- Any of the LED tiles fails to light in the first 2 years from date of manufacture ie a 100% LED tile failure
- More than 20% of the LED's in a single tile fail to light in the period between 2 years from the manufacturing date and the maximum warranty period set out in the Warranty Policy.
- All the LED's in a single luminaire are proven by the Purchaser to emit less than 70% or more of the LED's specified lumen output value within the relevant warranty period set out in the Warranty Policy.

• No other warranty on VMS Products is implied or given.