

**SKYLINE DISPLAYS, INC.  
LIMITED WARRANTY**

**Limited Warranty:** Subject to the terms and conditions of this limited warranty, SKYLINE DISPLAYS, INC., a Minnesota corporation (“SKYLINE”), hereby warrants the following products (collectively, the “PRODUCTS”) to the persons specified at the end of this limited warranty:

**Hardware:** SKYLINE warrants that all hardware sold by SKYLINE, including all displays, tables, banner stands, literature stands, cases and crates, but excluding “OEM PRODUCTS” (as defined below), graphics, and light bulbs, shall be free from defects in materials and workmanship for one (1) year after the date of sale by SKYLINE.

**Mirage® Display Hardware:** SKYLINE warrants that SKYLINE’S Mirage display hardware sold by SKYLINE, including Mirage Advantage, Mirage Classic, and Mirage Plus frames and channels, but excluding lighting boxes and fixtures and light bulbs, shall be free from defects in materials and workmanship for the lifetime of the Mirage product hardware.

**Lights:** SKYLINE warrants that all lighting boxes and fixtures sold by SKYLINE, excluding OEM PRODUCTS, shall be free from defects in materials and workmanship for two (2) years after the date of sale by SKYLINE. SKYLINE also warrants that its light bulbs shall light for their first use after being shipped by SKYLINE.

**Graphics:** SKYLINE warrants that any graphics produced and sold by SKYLINE shall conform to the specifications stated in SKYLINE’S quote or the customer’S purchase order as accepted by SKYLINE, whichever is applicable, and shall be free from defects in materials and workmanship for the life of the graphics. This limited warranty for graphics includes de-lamination of laminated graphics. UV direct graphics on Coroplast® or banner vinyl are warranted against excessive fading for two (2) years after the date of sale by SKYLINE; no other warranty against fading is provided on any graphics. If a customer delivers or otherwise provides any plans, artwork or other content (collectively, “Content”) to SKYLINE, SKYLINE shall have absolutely no responsibility for such Content, including, but not limited to, any claims of infringement.

**Conditions of Use and Exclusions:** This limited warranty is subject to the following conditions: (1) the PRODUCT shall have been subject to only normal use and service by the original end user and not rented to others, and shall not have been misused, neglected, altered or otherwise damaged; and (2) there shall be no evidence of tampering or deliberate destruction. SKYLINE shall have no obligation with respect to any PRODUCT if either condition is not satisfied. With respect to graphics, and without limiting the foregoing conditions, misuse and neglect includes folding, kinking, damaged edges, and rolling panels too tight. Color variations in light output or due to changes in suppliers or process variations during the manufacture of PRODUCTS are not covered by this limited warranty. Notwithstanding anything in this limited warranty to the contrary, any products that are listed on SKYLINE’S website [www.skyline.com](http://www.skyline.com) as “OEM PRODUCTS” are excluded from this limited warranty and are provided “AS-IS, WHERE IS” by SKYLINE. To the extent permitted, SKYLINE shall pass on any manufacturer’S warranty regarding any OEM PRODUCTS provided by SKYLINE.

**Warranty Claims:** Defects will be determined solely by SKYLINE and not by any representative, distributor, or dealer of or for SKYLINE. Upon determination of defect, SKYLINE’S sole obligation will be to repair or replace the defective PRODUCT or part, at SKYLINE’S sole discretion, subject to the conditions set forth in this limited warranty. Replacement of a defective PRODUCT or part shall be made by the issuance of a non-transferrable credit which may be used to purchase a replacement PRODUCT or part. This limited warranty is limited to the express provisions contained herein and does not cover labor or other costs incurred in replacing defective PRODUCTS or parts.

Authorization to return any allegedly defective PRODUCT must be obtained from SKYLINE before an allegedly defective PRODUCT is returned. All shipping and transportation charges must be prepaid by the party submitting the warranty claim. SKYLINE will not accept charges for replacement PRODUCTS or parts purchased unless the conditions of this limited warranty have been satisfied.

**Miscellaneous:** Any action resulting from the breach of this limited warranty by SKYLINE must be commenced within one (1) year after the cause of action accrues. This limited warranty and any claims arising from any breach hereof against SKYLINE shall be governed by and construed under the laws of the State of Minnesota. No representative, distributor, or dealer of or for SKYLINE is authorized to create or assume for SKYLINE any other obligations or liabilities in connection with the PRODUCTS or any component thereof or alter the terms of this limited warranty in any way.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED. SKYLINE SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ANY PRODUCT OR ITS USE BY ANY PERSON. IN NO EVENT SHALL SKYLINE'S LIABILITY UNDER THIS LIMITED WARRANTY FOR ANY PRODUCT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO SKYLINE FOR SUCH PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty is limited to those persons who purchased the PRODUCTS directly from SKYLINE or an authorized SKYLINE dealer, but in any event shall not include any distributor or dealer who purchased the PRODUCTS from an authorized SKYLINE dealer for resale or any customer of any such distributor or dealer. This limited warranty shall not be transferable.

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