

EXTENDED WARRANTY TERMS AND CONDITIONS

Carefully read this entire document. It describes the terms under which the Tron Shop LLC, a Maryland limited liability company (“TTS”), will provide maintenance and repair services to the Equipment (the “**Service(s)**”) to you (“**You**”). TTS will provide the Service only in the United States and only if You accept the terms of this extended warranty (this “**Extended Warranty**”). You accept the terms of this Extended Warranty by electing to purchase the Extended Warranty. If You take no action within thirty (30) days of remitting payment to the Seller in exchange for this Extended Warranty, You are deemed to have accepted these terms. See Section 4(e) for information on how to cancel this Extended Warranty.

If You do not accept these terms, promptly notify the Seller for a complete refund of any amounts You paid for this Extended Warranty. To request a refund, You should, within thirty (30) days of the Extended Warranty Purchase Date, either i) contact the Seller and request a refund; or ii) call TTS at 1-800-615-1182 or visit TTS’s website at www.thetronshop.com for information on how to request a refund.

Please note that refund requests received by Seller or TTS more than thirty (30) days after the Extended Warranty Purchase Date will not be granted. Further, please note that refund requests will not be granted if You have received any Services under this Extended Warranty.

All Services and statements indicated below are limited to Equipment located within the United States. All Services provided under this Extended Warranty will be provided in the United States, unless otherwise noted or agreed upon by the parties in writing.

AGREEMENT

THE TERM AND SCOPE OF THIS EXTENDED WARRANTY SHALL NOT OVERLAP WITH THE MANUFACTURER’S WARRANTY AND SHALL NOT BEGIN UNTIL AFTER THE TERMINATION OF THE MANUFACTURER’S WARRANTY; THIS EXTENDED WARRANTY DOES NOT REPLACE THE MANUFACTURER’S WARRANTY, BUT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS FOLLOWING THE TERM OF THE MANUFACTURER’S WARRANTY. THIS EXTENDED WARRANTY DOES NOT REPLACE ANY OTHER WARRANTY OR EXTENDED WARRANTY. THE SERVICER MAKES NO CLAIM OR DETERMINATION OF STATUS OF THE MANUFACTURER’S WARRANTY NOR ANY OTHER APPLICABLE EXTENDED WARRANTY. EXCEPT AS OTHERWISE STATED HEREIN, THE TERMS AND CONDITIONS OF SALE SHALL IN NO WAY BE AFFECTED OR IMPAIRED BY THIS EXTENDED WARRANTY OR THE PERFORMANCE OF THE SERVICES.

1. Definitions

(a) “**Certificate**” means the receipt and identifying information You receive from Seller after Servicer has agreed to enter into this Extended Warranty with You. The Certificate shall include the make, model, serial number, and date of purchase of the Equipment as well as a unique Extended Warranty number that You will share with Servicer if and when the Equipment needs Service.

(b) **“Commencement Date”** means the date You are eligible to receive the Services as set forth in Your Certificate and the date this Extended Warranty is entered into between You and the Servicer. You are not eligible to receive the Services until after the Commencement Date. In no event shall the Commencement Date begin prior to the termination of the manufacturer’s warranty.

(c) **“Consumable Parts”** means items contained within, or used in association with, the Equipment, which are consumed and/or expended at regular intervals during the normal use of the Equipment, including, but not limited to, lamps, screws, external user replaceable fuses, color media (i.e., non-permanent methods of altering Equipment’s color output), and other expendable and/or consumable parts as determined in the sole discretion of Servicer.

(d) **“Equipment”** means New Equipment and Used Equipment.

(e) **“Equipment Purchase Date”** means the date You purchased the Equipment from Seller.

(f) **“Extended Warranty Purchase Date”** means the date you purchase this Extended Warranty from Seller. The Extended Warranty Purchase Date must occur within thirty (30) days of the Equipment Purchase Date and shall not begin until all of the applicable requirements set out in Section 4(a) are satisfied.

(g) **“New Equipment”** means Equipment that You purchased directly from the Seller in new condition that has not been previously purchased, leased or used by another person or entity.

(h) **“Professional Grade Lighting Fixtures”** means static LED or conventional production lights, automated or moving LED or discharge lights, and atmospheric effects that are professional grade or better.

(i) **“Professional Grade Control Consoles and Control Distribution Equipment”** means lighting control consoles, data distribution, programming devices, and related systems that are professional grade or better.

(j) **“Professional Grade Entertainment/Theatrical Dimming, Relay, and Power Control Equipment”** means lighting, dimming, relay or power control devices that are professional grade or higher.

(k) **“Seller”** means the original Equipment manufacturer, certified Equipment dealer, seller, or broker, or used Equipment dealer, seller, or broker that sells You the Equipment and offers this Extended Warranty to You when You purchase the Equipment.

(l) **“Servicer”** means TTS. The Servicer is the obligor under this Extended Warranty.

(m) **“Term”** means the period for which the Equipment is covered by this Extended Warranty. The initial Term shall begin on the Commencement Date and run for

a period of two (2) years unless otherwise modified as set out in Section 4. In no event shall the Term begin until the day following the expiration of the manufacturer's warranty. Unless otherwise stipulated in this Extended Warranty, in no event shall the Term extend beyond the seven (7) year anniversary of the Equipment's manufacture date. The start date and end date of the initial Term are listed on Your Certificate.

(n) **“Used Equipment”** means Equipment that You purchased directly from the Seller that has been previously purchased, leased or used by another person or entity.

2. WHAT THIS EXTENDED WARRANTY COVERS

This Extended Warranty covers the following, pursuant to the terms and conditions set out in this Extended Warranty:

(a) General. Servicer shall repair qualifying Equipment during the Term of this Extended Warranty, including providing qualifying parts and labor.

(b) Equipment. Qualifying Equipment must be purchased by You directly from Seller and be at least professional grade. Qualifying Equipment must meet all of the specifications set forth in this Extended Warranty.

3. COVERAGE EXCLUSIONS AND LIMITATIONS

THIS EXTENDED WARRANTY DOES NOT COVER:

(a) SERVICE TO EQUIPMENT THAT IS STILL UNDER THE TERM OF THE MANUFACTURER'S WARRANTY;

(b) SERVICE TO EQUIPMENT THAT WAS MANUFACTURED SEVEN (7) OR MORE YEARS PRIOR TO THE DATE OF SERVICE UNLESS SERVICER AGREES OTHERWISE IN WRITING;

(c) SERVICE TO CONSUMABLE/EXPENDABLE PARTS OR SERVICE FOR COSMETIC DAMAGE;

(d) SERVICE TO EQUIPMENT FROM WHICH ANY SERIAL NUMBER HAS BEEN REMOVED OR TAMPERED WITH;

(e) SERVICE TO ANY ITEM THAT IS REQUIRED TO INTEGRATE THE EQUIPMENT INTO A LARGER SYSTEM, INSTALLATION, PRODUCTION, TOUR, OR VENUE;

(f) SERVICE TO EQUIPMENT WHICH HAS BEEN DAMAGED OR RENDERED DEFECTIVE DUE TO:

(i) PROCEDURES DEVIATING FROM THE PROCEDURES AND USE INSTRUCTIONS SPECIFIED BY THE MANUFACTURER AND/OR THE SELLER;

(ii) DAMAGE OR ALTERATION FROM INTENTIONAL MISUSE, MODIFICATION, AN UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY ANYONE OTHER THAN SERVICER OR SERVICER'S AUTHORIZED SERVICE PROVIDERS, REMOVAL OF ORIGINAL PARTS OR ALTERATION OF A PRODUCT OR IDENTIFICATION LABELS, OR DAMAGE CAUSED BY A PRODUCT NOT COVERED UNDER THIS EXTENDED WARRANTY;

(iii) MODIFICATION, REPAIR, OR SERVICE BY ANYONE OTHER THAN SERVICER OR ITS TRAINED REPAIR AGENTS AT ITS AUTHORIZED REPAIR FACILITIES; OR

(iv) THEFT, LOSS OR DAMAGE FROM FIRE, FLOOD, OR FORCE MAJEURE;

(g) SERVICE TO CONSUMER PRODUCTS OR EQUIPMENT;

(h) SERVICE TO EQUIPMENT THAT WAS NOT PURCHASED BY YOU DIRECTLY FROM THE SELLER;

(i) FEES OR CHARGES STEMMING FROM THE FOLLOWING (YOU MAY BE ENTITLED TO SUCH SERVICES FOR AN ADDITIONAL CHARGE AS DETERMINED IN SERVICER'S SOLE DISCRETION):

(i) EXPEDITED LABOR OR EXPEDITED SERVICE CHARGES;
OR

(ii) FIELD LABOR OR SERVICE CHARGES RELATED TO THE REPAIR OF THE EQUIPMENT;

(j) SERVICE TO EQUIPMENT NOT APPROVED IN SCHEDULE A HERETO OR OTHERWISE APPROVED BY SERVICER IN WRITING;

(k) SERVICE TO EQUIPMENT THAT DOES NOT MEET THE RELEVANT EQUIPMENT-SPECIFIC TERMS AND CONDITIONS SET FORTH IN SECTION 7 HEREOF;

(l) SERVICE TO EQUIPMENT THAT DOES NOT OTHERWISE QUALIFY FOR SERVICE UNDER THE TERMS OF THIS EXTENDED WARRANTY;
OR

(m) CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOSS OF OPPORTUNITY, REGARDLESS OF WHETHER YOU ARE INFORMED OF THEIR POSSIBILITY OR NOT.

THIS EXTENDED WARRANTY IS NOT AN INSURANCE POLICY OR A REPLACEMENT FOR INSURANCE. IT IS AN EXTENDED WARRANTY PROVIDING REPAIRS FOR COVERED DEFECTS, DAMAGE, AND WEAR AND TEAR. IT DOES

NOT PROVIDE ANY GUARANTEE OR PROMISE RELATING TO THE NATURE OF THE MATERIAL, WORKMANSHIP, OR PERFORMANCE OF THE COVERED EQUIPMENT.

THIS EXTENDED WARRANTY DOES NOT COVER CONSUMER PRODUCTS. THIS EXTENDED WARRANTY ONLY COVERS QUALIFYING PROFESSIONAL-GRADE EQUIPMENT.

4. PURCHASE AND TERM OF AGREEMENT:

(a) Purchase: You shall not be deemed to have purchased this Extended Warranty until the Extended Warranty Purchase Date. The Extended Warranty Purchase Date shall be noted on Your Certificate and shall in no event occur prior to the occurrence of each of the following:

(i) You notify Seller within 30 days of the Equipment Purchase Date of Your intent to purchase and enter into this Extended Warranty; and

(ii) You remit payment to Seller for this Extended Warranty in the amount specified by Seller; and

(iii) For Used Equipment, Seller's delivery of any required conditional Used Equipment documentation shall be provided to Servicer in a manner satisfactory to Servicer as determined in Servicer's sole discretion.

(1) Conditional documentation for Used Equipment shall be required as follows:

a. For Used Equipment manufactured within Two (2) Years of the Equipment Purchase Date: Seller shall be required to attest to the condition and operation of the Used Equipment at the time of sale, and shall complete, sign, and deliver Servicer's inspection checklist and inspection testament to Servicer; or

b. For Used Equipment manufactured more than Two (2) Years before the Equipment Purchase Date: Servicer or an authorized representative of Servicer shall be required to examine and document the condition of the Used Equipment.

(b) Term: This Extended Warranty shall begin on the Commencement Date and continue until the expiration of the Term in accordance with this Section 4. Unless, otherwise extended or terminated as set out in this Section, the initial Term shall be for a period of two (2) years from the Commencement Date.

(c) Commencement Date: The Term shall commence and coverage shall begin on the Commencement Date listed on Your Certificate.

(d) Extension of Term. You may extend the Term of this Extended Warranty by notifying the Seller in writing of Your intent to extend this Extended Warranty within one (1) month of the Extended Warranty Purchase Date, pursuant to the following:

(i) Any Term extensions shall be sold in increments of one (1) year; and

(ii) You may elect to extend the Term of this Extended Warranty for up to an additional five (5) year period, for a total Term of no more than seven (7) years pursuant to Section 4(a)(d)(iii).

(e) Term Limits: Except as expressly agreed otherwise by Servicer in writing, in no event shall the Term of this Extended Warranty be in effect upon the earlier to occur of:

(i) seven (7) or more years from the Equipment's date of manufacture; or

(ii) seven (7) or more years from the Commencement Date;

(f) Termination and/or Cancellation. This Extended Warranty shall continue until the expiration of the Term or earlier termination in accordance with this Section 4(f):

(i) Cancellation due to Breach: This Extended Warranty may be cancelled by either party upon notice to the other party of the party's material breach of this Extended Warranty, and the breaching party's failure to cure the breach within thirty (30) business days. If You cancel the Extended Warranty under this Section, Your refund will be based upon one hundred percent (100%) of the unearned pro rata purchase price You paid for this Extended Warranty.

(ii) Cancellation by You. This Extended Warranty may be immediately cancelled by You within thirty (30) days of the Extended Warranty Purchase Date upon written notice to the Seller. Upon Seller's receipt of Your notice of termination, Seller will provide You with one hundred percent (100%) of the unearned pro rata purchase price You paid for this Extended Warranty. This Extended Warranty is ineligible for cancellation under this Section 4(e)(iii) if You have received any Services under this Extended Warranty.

(iii) Cancellation by Servicer. Servicer may cancel this Extended Warranty for fraud, breach, or material misrepresentation by You; or if such cancellation is required by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) days prior to cancellation. If Servicer cancels due to a requirement of a regulatory authority, Your refund will be based upon one hundred percent (100%) of the unearned pro rata purchase price You paid for this Extended Warranty.

5. WHAT TO DO WHEN YOUR EQUIPMENT REQUIRES SERVICE

To obtain Service, You must first follow the problem determination and resolution procedures detailed in any terms and conditions and/or manufacturer's instructions that were provided to You upon purchase of the Equipment from Seller.

If You are unable to resolve a problem by following the troubleshooting instructions provided with the Equipment, please go to Servicer's website at www.thetronshop.com and fill out the RMA Request Form or Request for Warranty Service Form. One of Servicer's representatives will be in touch via phone or email as soon as possible. If, after submitting the Service request form via Servicer's website and receiving an automated confirmation email that the form has been received, You do not hear from one of Servicer's representatives within five (5) business days, please call Servicer at 1-800-615-1182.

If You are unable to access the Servicer's website for any reason, please call 1-800-615-1182 to request Service.

Following Your request for Service, You may be asked to provide information and assistance over the telephone to help Servicer's technician identify a solution to Your problem. If the problem with Your Equipment cannot be resolved over the telephone or email, Servicer will instruct You to proceed as follows to receive Service for Your Equipment:

(a) Ship Your Equipment to Servicer's Warranty Returns Department at the address provided on Your Certificate.

(i) You will be responsible for shipping the Equipment to Servicer. Servicer is not responsible for damage or risk of loss incurred due to improper packaging, shipping, or handling of the Equipment in transit to Servicer.

(ii) For Equipment that Servicer determines is covered by this Extended Warranty pursuant to the terms herein, You are responsible for:

(1) Shipping the Equipment to Servicer by an acceptable means of shipment;

(2) The cost of replacement packaging that may be required for Servicer to safely return the Equipment to You;

(3) Damage or risk of loss to the Equipment due to improper, packaging, shipping, or handling of the Equipment to Servicer;

(4) Procuring shipping insurance to protect against any risk of loss or damage to the Equipment that may occur in transit; and

(5) Return shipping for all Equipment that weighs in excess of two hundred fifty (250) pounds;

(iii) For Equipment that Servicer determines is not covered by this Extended Warranty pursuant to the terms herein, if Servicer believes that Servicer can repair the Equipment, Servicer will provide You with a quote for any parts and labor that may be required at Servicer's non-warranty, current labor and parts rates. If you choose to accept the quote you will be responsible for the cost of repairs and the cost of return shipping and packaging. If you choose not to accept the quote, Servicer will ship the Equipment back to you "as is" and you will be solely responsible for the cost of return shipping and any replacement packaging that may be necessary.

(iv) All Equipment will be shipped pre-paid unless otherwise stated on Your Certificate.

(b) Equipment that Servicer receives that is covered by this Extended Warranty shall be repaired by Servicer to the best of Servicer's ability. You will be notified and issued a quote by Servicer for any required labor or parts that is required to repair the Equipment that falls outside of the coverage set forth in this Extended Warranty;

(c) For Equipment that Servicer receives that is not covered under this Extended Warranty, Servicer shall notify You that Your Equipment is not covered by this Extended Warranty and shall provide a quote for any parts and labor that is required at Servicer's non-warranty, current labor and parts rates.

(d) If Servicer repairs Your Equipment, You understand and agree that Servicer may replace original parts with parts from the original manufacturer or elsewhere. Replacement parts or Equipment may not be new, but will be in good working order and at least functionally equivalent to the part or Equipment being replaced. When Equipment or its parts are replaced, each replaced item becomes the property of Servicer and the replacement property becomes Your property.

(e) If Equipment sent to Servicer for repair is returned to You with outstanding issues, You may return the Equipment to the Servicer for additional repair at cost to Servicer, upon the written approval of Servicer. Servicer may withhold its written approval in its sole discretion.

6. WHAT HAPPENS IF THE EQUIPMENT CANNOT BE REPAIRED

Qualifying Equipment that the Servicer is unable to repair after making all good faith efforts to do so shall be returned to You (if the Equipment was in Servicer's possession) along with one hundred percent (100%) of the unearned pro rata purchase price You paid for this Extended Warranty attributable to that piece of Equipment. Upon receipt of the Equipment, You should contact the Seller to see if Seller can offer a solution or provide or sell additional parts or equipment that may assist in repairing the Equipment. Please note, that Servicer does NOT sell parts or equipment of any kind.

7. ADDITIONAL PRODUCT-SPECIFIC TERMS AND CONDITIONS OF SERVICE

(a) Professional Grade Lighting Fixtures:

- (i) Service covers Professional Grade Lighting Fixtures only;
- (ii) Extended Warranty provided on a per unit basis.

(iii) Professional Grade Lighting Fixtures sent for Service should only include items that are affixed to them. Professional Grade Lighting Fixtures sent to Servicer should not include: hanging clamps (other than fixture-specific hanging brackets such as Omega Brackets), safety cable(s), power cables (unless proprietary to the Equipment or non-removable), color frames, or affixed accessories (unless related to the issues noted) should be sent with the Equipment to Servicer.

(iv) Servicer shall not be liable for the loss or damage of any unaffixed items that are sent to Servicer with Professional Grade Lighting Fixtures.

(v) Professional Grade Lighting Fixtures may, during the provision of the Services, in TTS's sole discretion, undergo the reinstallation or update of software or firmware. Servicer shall not be liable for the reinstallation or update of software or firmware nor for any lost programming.

(vi) It is Your sole responsibility to backup any software or firmware prior to sending the Professional Grade Lighting Fixtures to Servicer. Servicer shall in no way be responsible for backing up the Professional Grade Lighting Fixtures' software or firmware.

(vii) Atmospheric effects should be sent to Servicer with empty reservoirs. Servicer will detail any required materials necessary for the Atmospheric effects' repair prior to issuing a return merchandise authorization ("RMA").

(viii) Servicer shall not be liable for any damage caused by atmospheric effects that are delivered to Servicer with fluid in them.

(ix) Servicer strongly recommends delivering atmospheric effects to Servicer in packaging more durable than cardboard and drained of any and all fluids.

(b) Professional Grade Control Consoles and Control Distribution Equipment:

(i) Service covers Professional Grade Control Consoles and Control Distribution Equipment only.

- (ii) Extended Warranty provided on a per unit basis.

(iii) Control Consoles should be delivered to Servicer with programmed material still loaded and in an “unlocked” state.

(iv) Professional Grade Control Consoles and Control Distribution Equipment may, during the provision of the Services, undergo the reinstallation of software or firmware. Servicer shall not be liable for the reinstallation of software or firmware nor for any lost programming.

(v) It is Your sole responsibility to backup any software or firmware prior to sending the Professional Grade Control Consoles and Control Distribution Equipment to Servicer. Servicer shall in no way be responsible for backing up the Professional Grade Control Consoles and Control Distribution Equipment’s software or firmware.

(vi) Professional Grade Control Consoles and Control Distribution Equipment delivered to Servicer shall include all items that make the Equipment operable, including but not limited to, power cords, program dongles, and breakout cables.

(vii) Professional Grade Control Consoles and Control Distribution Equipment should be sent to Servicer without any accessories. Professional Grade Control Consoles and Control Distribution Equipment sent to Servicer should not include: console lights, turnarounds, network cables, video cables, or non-proprietary items, unless You reasonably believe the accessories to be related to the Equipment’s failure or malfunction.

(viii) Servicer shall not be liable for the loss or damage of any Professional Grade Control Consoles and Control Distribution Equipment accessories.

(c) Professional Grade Entertainment/Theatrical Dimming, Relay, and Power Control Equipment:

(i) Service covers Professional Grade Entertainment/Theatrical Dimming, Relay, and Power Control Equipment only.

(ii) Extended Warranty provided on a per unit basis.

(iii) Professional Grade Entertainment/Theatrical Dimming, Relay, and Power Control Equipment shall be sent to Servicer with any non-standard cabling required to connect the Equipment to power sources. Servicer will detail any required materials necessary for the Equipment’s repair prior to issuing an RMA.

8. LIMITED SERVICES WARRANTY

Servicer warrants only that the Services will be performed in a professional and workmanlike manner. NO OTHER EXPRESS OR IMPLIED WARRANTIES ARE PROVIDED TO YOU. SERVICER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE UNDER

APPLICABLE LAW ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OF THIRD-PARTY RIGHTS. NO INFORMATION, COMMUNICATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO YOU BY SERVICER OR SERVICER'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES (COLLECTIVELY, "**SERVICER REPRESENTATIVES**"), OR ANY OTHER PERSON WILL CREATE A WARRANTY BY SERVICER OR INCREASE THE SCOPE OF THIS EXTENDED WARRANTY.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE SERVICER OR THE SERVICER REPRESENTATIVES BE LIABLE UNDER THIS EXTENDED WARRANTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR LOST PROFITS OR LOST REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS EXTENDED WARRANTY, (A) WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

SERVICER AND SERVICER REPRESENTATIVES SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS, FEES, EXPENSES, OBLIGATIONS, AND CAUSES OF ACTION (COLLECTIVELY, THE "**CLAIMS**") RESULTING FROM DEFECTS OR ALLEGED DEFECTS OF ANY EQUIPMENT REPAIRED AND OR PARTS SOLD OR FROM THE SUBSEQUENT USE OF THE EQUIPMENT, REGARDLESS OF WHETHER SUCH DAMAGE ARISES OUT OF OR RELATES TO: (A) ANY RELIANCE ON THE MATERIALS PRESENTED; (B) ANY LOSS OF USE, DATA, OR PROFITS; (C) ANY DELAY OR BUSINESS INTERRUPTIONS; (D) PERSONAL INJURY OR PROPERTY DAMAGE; OR (E) ANY INFORMATION PROVIDED TO YOU BY THE SERVICER OR THE SERVICER REPRESENTATIVES.

IN NO EVENT SHALL SERVICER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE COST TO REPAIR OR REPLACE YOUR COVERED EQUIPMENT IN ACCORDANCE WITH THE TERMS OF THIS EXTENDED WARRANTY, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE EQUIPMENT AND THIS EXTENDED WARRANTY.

10. ARBITRATION AND GOVERNING LAW

READ THE FOLLOWING ARBITRATION PROVISION ("**PROVISION**") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Section 10, "**You**" and "**Your**" mean the person or persons entering into this Extended Warranty and all of his/her heirs, survivors, assigns and representatives. And "**We**" and

“Us” shall mean the Servicer and shall be deemed to include all of its agents, affiliates, successors and assigns, and all of the dealers, licensees, and employees of all of the foregoing entities.

Any and all Claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable Claims) arising out of, relating to, or in connection with (A) this Extended Warranty and the purchase thereof; or (B) the validity, scope, interpretation, or enforceability of this Section 10 or the entire Extended Warranty, shall be resolved by binding arbitration before a single arbitrator in Columbia, Maryland. All arbitrations shall be administered by the American Arbitration Association or its successor entity (“AAA”) in accordance with its Expedited Procedures of Commercial Arbitration Rules of AAA in effect at the time the Claim is filed. The terms of this Section shall control any inconsistency between AAA’s rules and this Section. You may obtain a copy of AAA’s rules by visiting www.adr.org or calling (800)778-7879. The arbitrator will decide whether You or We are responsible for part of or all of the fees. The arbitrator shall apply relevant substantive law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. Unless You are located in Maryland when You enter into this Extended Warranty, This Section is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Section 10 is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section 10.**

This Section 10 shall inure to the benefit of and be binding on You and Us and its provisions shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Extended Warranty.

To the extent permitted by law, This Extended Warranty shall be governed by the laws of the State of Maryland, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Extended Warranty.

You agree that any arbitration proceeding will only consider Your Claims and not Claims brought by a class, consolidated, or representative action. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You and We understand and agree that because of this Section 10, neither You or We will have the right to go to court except as provided above or to have a jury trial or participate as any member of a class of claimants pertaining to any Claim.

11. MISCELLANEOUS PROVISIONS

(a) No Assignment. You may not assign this Extended Warranty.

(b) Amendment. This Extended Warranty shall not be amended, supplemented or otherwise altered unless by an instrument in writing executed by the authorized representatives of each Party.

(c) No Waiver. The failure of Servicer to give notice or to enforce any provision hereof shall not be construed as a waiver of such provision in the future or to effect in any manner the validity of this Extended Warranty.

(d) Force Majeure. Apart from any specific provisions in this Extended Warranty, Servicer shall be excused from any failure or delay in the performance resulting directly or indirectly from product shortages, the inability to obtain raw materials from usual sources of Servicer, decrees of illegality by competent authorities, transit failure or delay, labor problems or disputes, governmental orders or restrictions, fire, flood or other acts of nature, accident, war, civil disobedience, pandemics, epidemics, or disease, including, without limitation COVID-19, or any other causes beyond Servicer's reasonable control (each, a "***Force Majeure Event***"). If Servicer is wholly or partially unable to perform because of a Force Majeure Event, Servicer may allocate performance and delivery among its customers or may terminate this Extended Warranty without further liability to You. The time stipulated for the fulfillment of the obligations shall be extended for a period equal to the duration of the circumstances.

(e) Severability. If any provision or portion of this Extended Warranty shall become, or be determined by court of competent jurisdiction, to be invalid, illegal, or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid, legal, or enforceable. The invalidity, illegality, or unenforceability of any provision or portion hereof shall not affect the validity, legality, or enforceability of the other provisions or portions hereof.

SCHEDULE A: APPROVED MANUFACTURERS LIST



Approved Manufacturers List All Extended Warranty Programs Updated 06/11/2021

All models must have been sold in the US.
Questions about a product not listed, contact TTS Staff at 800-615-1182.

Manufacturer	Product(s)	Status	Notes
Acclaim	LED - Architectural		
Altman	LED - Static Fixtures		
	LED - Architectural		
	Followspots		
Antari	Atmospherics		
Anolis	LED - Architectural		
	Power - All Power Supplies		
Apollo	Effects		
Arri	LED - Static Fixtures		
Avolites	Control - All Lines		
Ayrton	IP65 - All Fixtures		
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
	Effects		
Cameo	TBD		Call for details
Canto USA	LED - Static Fixtures		
	LED - Architectural		
	Followspots		
Chamsys Consoles	Control - All Control Desks		Tablets not included
Chauvet Professional	LED - Static Fixtures		<u>Only Chauvet Professional</u>
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
Chroma-Q	LED - Static Fixtures		
	LED - Architectural		
	Control - Lighting Consoles		
	Power - All Power Supplies		
City Theatrical	TBD		Call for details
Clay Paky	LED - Static Fixtures		<u>Does not include domes</u>
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
	LED - Architectural		
	Power - All Power Supplies		



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All Extended Warranty Programs
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 Questions about a product not listed, contact TTS Staff at 800-615-1182.

Manufacturer	Product(s)	Status	Notes
Color Kinetics	LED - Architectural		<u>Please Call Prior</u>
	Power - All Power Supplies		
Coemar	LED - Static Fixtures		
	LED - Moving Fixtures		
Desisti Lighting	LED - Static Fixtures		
Doug Fleenor	Control - All Lines		
	Power - All Power Supplies		
Elation Professional	LED - Static Fixtures		<u>Only Elation Professional</u>
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
	Control - Obsidian Line		
ETC Lighting	LED - Static Fixtures		
	LED - Moving Fixtures		
	LED - Architectural		
	Conventional - Static Fixtures		
	Conventional - Moving Fixtures		
	Control - All Lines		
	Power - All Power Supplies		
ETC Rigging	TBD		
Fusion by GLP	IP65 - LED Static		
	IP65 - LED Moving		
GLP	LED - Static Fixtures		Does not include domes
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
	Effects		
Green Hippo	Control - All Lines		
Hazebase	Atmospherics		
High End Systems	LED - Static Fixtures		
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
	Control - All Lines		
	Atmospherics		



Approved Manufacturers List
All Extended Warranty Programs
 Updated 06/11/2021

All models must have been sold in the US.
 Questions about a product not listed, contact TTS Staff at 800-615-1182.

Manufacturer	Product(s)	Status	Notes
Interactive Technologies	Control - Most Lines		Call for details
Le Maitre	Atmosperics		
Leprecon	Control - All Lines		
	Power - All Power Supplies		
The Light Source	LED - Static Fixtures		
Look Solutions	Atmosperics		
Lumenpulse	LED - Architectural		Call for details
Lycian	Followspots		
Jands	Control - All Lines		
Johnson Systems	Power - All Power Supplies		Exclude EDI retrofit
Ma Lighting	Control - All Lines		
Martin Lighting	LED - Static Fixtures		
	LED - Moving Fixtures		Includes RUSH
	LED - Architectural		
	Arc - Moving Fixtures		
	IP65 - All Fixtures		
	Atmosperics		
MDG	Atmosperics		
MotionLabs	Power - All Power Supplies		
NSI/Leviton	Control - Most Lines		Call for details
Reel EFX	Atmosperics		
Robe	LED - Static Fixtures		
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
Robert Juliat	Followspot		
Rosco	LED - Static Fixtures		
SGM	LED - Static Fixtures		
	LED - Moving Fixtures		
	IP65 - All Fixtures		
Strand Lighting	LED - Static Fixtures		
	Control - All Lines		
	Power - All Power Supplies		
TMB	Control - All Owned Lines		
Ultratec	Atmosperics		



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Vari-Lite	LED - Static Fixtures		
	LED - Moving Fixtures		
	Arc - Moving Fixtures		
Video Walls	TBD		Call for details
Wireless Communications	Wireless Devices - CRMX		
	Wireless Devices - ShowDMX		
	Wireless Devices - LumenRadio		
	Wireless Devices - WDMX		
Wybron	TBD		Call for details