

# BIGEFAME TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

90day 1yr 2yr 3yr

OPENING THE CASE, CHANGING or ADDING SOFTWARE WITHOUT BIGEFAME CONSENT WILL VOID THIS WARRANTY. Removing or not using the ground wire and unauthorized case modifications will also 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, sales taxes, country tariffs, and duties associated with your order. You must notify Bigeframe of damaged or missing items from your order within 1 day after you receive your product. Please inform Bigeframe of damaged shipments ASAP so a shipping claim can be placed.

**2. Return Policy.** All sales are final after 15 days of receiving shipment . You may return products for repair within the warranty period if product does not work properly. Please call or email first for diagnosis. Bigeframe will repair or replace product at their discretion. You must pay all shipping costs associated for any repair. Bigeframe will provide a return shipping label with a box and all packing materials. Customer will be billed for the cost of the return shipment, shipping materials, and insurance. 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. Bigeframe is not responsible for any memory cards or USB drives that do not work in digital frame or damage that an improperly memory card or USB drive insertion causes, such as bent pins. Note that all products are tested to be in great working order before they ship. Certain modification fees, shipping costs, and accessories will not be refunded. These exceptions include engraved plaques, shipping, and some custom work.

**3. Satisfaction Guarantee.** If you are not satisfied with your frame you may return it for a refund or exchange within 5 days of receiving frame. Please call or email first. This offer is only valid if the unit is returned in perfect, like new condition within 5 days of the delivery date. All returns up to 10 days after this period are subject to an 18% restocking fee. All sales are final after 15 days of receiving shipment. Certain modification fees, shipping costs, freight charges, and accessories will not be refunded. These exceptions include engraved plaques, all shipping costs, and custom work. Please allow up to 3 weeks for a return check to be sent.

**4. Technical Support.** Bigeframe will provide technical support for products at no additional charge for 30 days from the date of shipment. Bigeframe provides technical support via email at tech@bigeframe.com. You may also call the sales or tech number listed on our website. Bigeframe may change the means through which it provides technical support at any time. Video help is also available on the website.

**5. Product Warranty.** Bigeframe warrants the original purchaser that the equipment it manufactures will operate for the listed warranty period. This does not cover cosmetic errors such as scratch marks, scuffs, abrasions, dead pixels, or bright pixels on the unit. Should this product, in Bigeframe's opinion, stop working properly within this warranty period, Bigeframe at its discretion, will repair or replace this product up to the warranty period associated with the invoice number below. Bigeframe will repair or replace product, at no cost to the purchaser other than shipping to and from repair location, for the period circled above if the frame stops working properly. 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 matter for which the product was not originally intended. Travel with the units is not recommended and will not be covered under this warranty. To obtain service under this limited warranty, you must follow Bigeframe's warranty procedures. If Bigeframe asks you to return defective parts or products, you must do so within 7 days after receiving the request. THIS LIMITED WARRANTY COVERS NORMAL USE. Bigeframe DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY TRAVELING, MISUSE, ABUSE, ACCIDENTS, UNAUTHORIZED SERVICE OR PARTS, ACTS OF GOD, VANDALISM OR THE COMBINATION OF Bigeframe PRODUCTS WITH OTHER PRODUCTS.

**6. Service and Service Warranty.** The terms of service provided to you by Bigeframe consist of this Agreement and the additional terms stated in separate services descriptions provided by Bigeframe. For a period of 30 days after the services are performed, Bigeframe warrants that services provided by it will be performed in a professional and workman like 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, Bigeframe DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED 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 TERMS OF THIS AGREEMENT. Bigeframe'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 Bigeframe 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 OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS 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 Bigeframe, this Agreement shall govern. This Agreement may not be modified, altered, or amended without the written agreement of Bigeframe. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Bigeframe. If any terms 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 Tennessee, without giving effect to conflicts of law rules.

**Privacy Notice.** Bigeframe respects our customer's right to privacy and will take all appropriate steps to keep your personal information confidential. Bigeframe will maintain and use your customer information in accordance with its Privacy Policy. Please send correspondence about this agreement to:

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Invoice: \_\_\_\_\_