

DATE: 9/18/2020

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00132184

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETN, LA. 70054-0009  
504-364-2678

VENDOR: Nevco Sports

BUYER: MBUTTERY

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

3 Weeks From Award

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: #1 -

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) \_\_\_\_\_

**\*\*\* ALL BIDDERS MUST COMPLETE SECTION BELOW \*\*\***

FIRM NAME: Nevco Sports

SIGNATURE:  
(Must be signed here)

TITLE:

Display and Scoring Consultant

PRINT OR TYPE NAME:

Dan Schneider

ADDRESS: 301 East Harris Ave

CITY, STATE: Greenville, IL

ZIP: 62246

TELEPHONE: ( 800 ) 851-4040 x2

FAX: ( ) 618-664-0398

EMAIL ADDRESS: dschneider@nevco.com

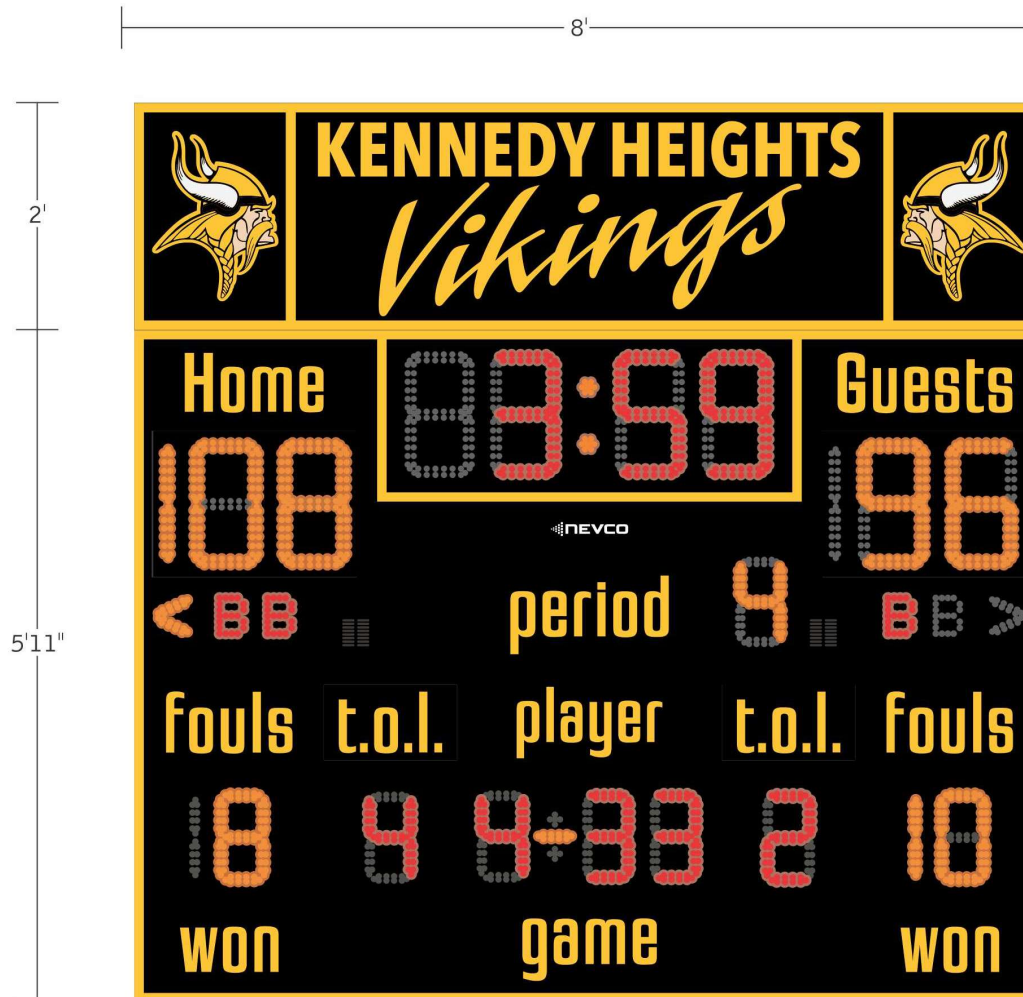
TOTAL PRICE OF ALL BID ITEMS: \$ 9,712.18

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00132184

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2.00	EA	<p>PURCHASE OF SCOREBOARDS AT KENNEDY HEIGHTS PLAYGROUND FOR THE DEPARTMENT OF RECREATION</p> <p>0010 Provide TuffSport Pana View Basketball/Volleyball/Wresting Scoreboard. Black in color with captions in sunflower. Freight included Item #BB-2103-RA-PV or equal</p> <p>KENNEDY HEIGHTS PLAYGROUND</p> <p>DELIVER TO: 7437 LAPALCO BLVD. MARRERO, LA 70072</p>	4,856.09	9,712.18



**PROOF INCLUDES:**

- Model 2770 Basketball/Volleyball/Wrestling LED Scoreboard  
8'W x 5'11"H x 8"D  
Scoreboard Color: #76 Print Black  
Custom Caption Color: #99 Golden Yellow  
Custom Striping: #99 Golden Yellow
- Non-illuminated Sign  
8'W x 2'H

You may also be interested in these scoring accessories.



MESSAGE DISPLAYS & VIDEO



REAR-LIT & LED SCORER TABLES

plyr	pts	fls	plyr	pts	fls
32	00	04	23	00	02
43	02	00	45	02	00
31	04	00	30	00	04
53	02	05	04	00	02
04	00	03	40	00	00
00	00	00	00	00	00

STAT PANEL DISPLAYS



INTEGRATED DISPLAY AND  
SCORING SOLUTIONS

[WWW.NEVCO.COM](http://WWW.NEVCO.COM)

SIGNATURE OF APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED or DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.



Account Name	Jefferson Parish Recreation Department	Created Date	9/28/2020
Quote Number	00112769	Expiration Date	11/23/2020
Contact Name	Mark Buttery	Prepared By	Dan Schneider
Title	Buyer 1	Title	Display and Scoring Consultant
Phone	(504) 736-6669	Phone	(860) 859-7744
Fax	(504) 736-9524	Fax	(618) 664-0398
Email Address	<a href="mailto:mbuttery@jeffparish.net">mbuttery@jeffparish.net</a>	Email Address	<a href="mailto:dschneider@nevco.com">dschneider@nevco.com</a>

Quantity	Model/Part #	Product Description	Line Item Description	Color	Dimensions L x H x W/D	Total Price
2.00	2770-NL	Basketball/Volleyball/Wrestling LED Scoreboard		#76 Print Black	8'x5'11"x8"	USD 5,740.66
2.00	ADI 8-2	Non-illuminated Indoor Sign		#76 Print Black	8'x2'	USD 621.24
2.00		Yellow Caption Text				USD 389.25
2.00	235-5030	Striping 1" - Indoor Models (perimeter/timer)	Yellow Border Trim			USD 205.52
2.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)			0.9'x0.8'x4"	USD 1,547.66
2.00	MPCW-7 Indoor Rec	Receiver MPCW-7 (Wireless) for indoor scoreboards				USD 717.78
2.00	MPC(W) Case	MPC/ MPCW Control Carrying Case			1.7'x1.1'x8"	USD 91.86

Ttl Shipping Wt (lbs)	510	Subtotal	USD 9,313.97
County	Jefferson	Freight	USD 398.21
		Total	USD 9,712.18

#### Additional Notes

- QUOTE IS FOR EQUIPMENT ONLY - INSTALLATION NOT INCLUDED

Customers who purchased items in this quote also purchased the following:

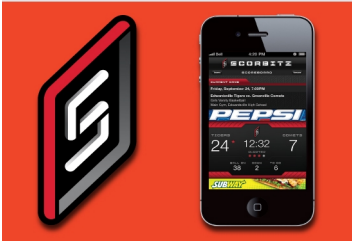
#### Slim Shot Clocks



- Three shot clock sizes, all with a 2" depth, to meet your venue's needs
- Bright, long lasting, energy-efficient LED's reduce power consumption and operating expense
- New durable Lexan face and lightweight aluminum cabinet design can withstand heavy impact
- Integrates with Nevco accessories, such as End of Period lights, and Locker Room Clocks
- Daisy chaining capability allows for single or double sided mounting



#### Scorbitz



- Unlimited advertising revenue potential
- Real-time, streaming scores and updates on your smart phone and other internet devices
- Post or check upcoming game schedules
- Send notifications to phone to let fans know the game is about to start and after the game with the final score
- Enhance your relationships with fans and alumni

#### 3-in-1 Scorers Table



- Upgradable from Non-Lit to Rear-Lit to LED (cartridge-based system)
- Expandable: add on 8' or 10' sections for longer, seamless table
- Proven, Unique Transport System for easy storage, moving and maneuverability
- Floor Saver Footings protect your floor and hold table in place
- Industrial Powder Coat Finish resists scratches

#### Electronic Team Names (ETN)



- Customize the team names
- Easily changed from game to game
- Program team names using the console control
- Bright, long-lasting, energy-efficient LED
- Perfect for Multi-team Complexes or facilities that host Tournaments
- Available on most models

#### End of Period Lights



- Automatically lights at the end of the period
- Integrates with main scoreboard clock and scoreboard controls
- Invisible when not lit
- Bright, long-lasting, energy efficient LEDs
- Easily installed on 42" or 48" backboards

#### Message Centers



- Flexible advertising solution
- Exciting in-game animations
- Display additional stats and player info
- Long-lasting LED technology
- Full color and monochrome (red or amber)
- Many sizes to fit your scoreboard and venue

## Extended Warranty



- Additional protection for 24 months
- Same terms as the included 5-year warranty
- Available for indoor or outdoor scoreboards
- Longest warranty available in industry

## Player Stat Panels



- Displays individual stats for up to 6 players
- Time Outs Left included on some models
- Mounts next to new or existing scoreboard
- Available for basketball, volleyball or wrestling

## Billing/Shipping Information

Bill To Name	Jefferson Parish Recreation Department	Ship To Name	Jefferson Parish Recreation Department
Bill To	6921 Saints Drive Metairie, LA 70003 USA	Ship To	7437 LAPALCO BLVD MARRERO, LA 70072 USA

## Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Credit terms determined upon receipt of purchase order. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Wireless components, UltraScore Portable Scoreboard and Solar Power Kit carry a 2-year guarantee. Hand-held controls and switches carry a 1-year guarantee.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order	Nevco, Sports, LLC	Remit To Address	Nevco Sports, LLC
Address	301 East Harris Ave Greenville, IL 62246-2151		P.O. Box 74758 Chicago, IL 60694-4758 800.851.4040 / 618.664.0360

## Quote Acceptance

Signature \_\_\_\_\_ Title \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_



**BASKETBALL**

SCOREBOARDS

# MODEL 2770



**Size:** 8' x 6' x 8" (2.44 x 1.83 x .20 meters)

**Approximate hanging weight:** 111 lbs. (50 kg)

**Digit Size:** 13"/9" **Digit Color:** High Intensity Red & Amber



OPTIONAL ELECTRONIC TEAM NAMES AVAILABLE

## Advanced timing features ideal for Basketball/Volleyball/Wrestling Facilities.

- Energy-efficient LEDs reduce power consumption and operating expense.
- Ability to retrofit team name caption plates.
- Bright, long lasting LED lamp banks when ordered with rear-lit team names.
- Large, 4" Bonus, Double Bonus and Possession Indicator digits included.
- Durable and lightweight cabinet design.
- Universal—syncs with Nevco accessories.
- Extended advertising opportunities.
- Lighted time colon and decimal; automatically adjusts to 1/10th of a second.
- Built-in Power Factor Correction.
- Includes basketball, volleyball and wrestling caption plates.
- Soccer available with MPCX<sub>2</sub> and MPC7 series controls.
- Advantage Timer feature included with wrestling captions.



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FAX: 618-664-0398 E-MAIL: INFO@NEVCO.COM

# INTEGRATED DISPLAY AND SCORING SOLUTIONS



## Model 2770 (Indoor) Basketball/Volleyball/Wrestling Scoreboard

### SCOREBOARD/CONTROL OPERATING FEATURES

MODEL 2770	MPC WIRED	MPCW WIRELESS	MPCX <sub>2</sub> WIRELESS
<b>TIMING</b> 13" High Intensity Red LED Digits	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.
<b>TEAM SCORES</b> 13" High Intensity Amber LED Digits	Displays 0-199	Displays 0-199	Displays 0-199
<b>PERIOD</b> 9" High Intensity Amber LED Digits	Displays 0-9	Displays 0-9	Displays 0-9
<b>NEXT POSSESSION (BASKETBALL) SERVE (VOLLEYBALL) ADVANTAGE (WRESTLING)</b> High Intensity Amber LED	Displays arrow for each team.	Displays arrow for each team.	Displays arrow for each team.
<b>BONUS/DOUBLE BONUS</b> High Intensity Red LED	Displays the letter "B" for each team (BASKETBALL)	Displays the letter "B" for each team (BASKETBALL)	Displays the letter "B" for each team (BASKETBALL)
<b>TIME OUTS LEFT</b> 9" High Intensity Red LED Digits	Displays 0-9 for each team.	Displays 0-9 for each team.	Displays 0-9 for each team.
<b>PLAYER/FOUL (BASKETBALL) GAME (VOLLEYBALL) WEIGHT (WRESTLING)</b> 9" High Intensity Red LED Digits	BASKETBALL displays 0-99 for player number and 0-9 for personal fouls. VOLLEYBALL displays game number. WRESTLING can be used as advantage timer or display weight.	BASKETBALL displays 0-99 for player number and 0-9 for personal fouls. VOLLEYBALL displays game number. WRESTLING can be used as advantage timer or display weight.	BASKETBALL displays 0-99 for player number and 0-9 for personal fouls. VOLLEYBALL displays game number. WRESTLING can be used to display weight.
<b>TEAM/FOULS (BASKETBALL) WON (VOLLEYBALL) MATCH (WRESTLING)</b> 9" High Intensity Amber LED Digits	Displays 0-19 for each team.	Displays 0-19 for each team.	Displays 0-19 for each team.
<b>TIME OF DAY</b>	In place of displaying game time on the scoreboard, the "time out" time may be displayed or the "time of day". "Time of day" can still display after control turned off.	In place of displaying game time on the scoreboard, the "time out" time may be displayed or the "time of day". "Time of day" can still display after control turned off.	"Time of day" can display after control turned off.
<b>HORN</b> Two located in scoreboard	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.
<b>JUNCTION BOXES</b>	Two (2) 4"x2 1/8" with covers, furnished per scoreboard for installation.	N/A	N/A
<b>CONTROL CABLE</b>	One (1) length required of 2-WIRE (coaxial type) 1/4" diameter. Order length required.	N/A	N/A
<b>SEGMENT TIMING</b>	Supported.	Supported.	Requires MPCX <sub>2</sub> segment timer control.

In addition to the standard 15 colors, Nevco can match any PMS color. Please contact your local Display and Scoring Consultant for pricing information.

#103 Cardinal Red	#73 Maroon	#102 Team Orange	#99 Golden Yellow	#142 Kelly Green	#74 Forest Green	#120 Teal Blue	#72 Electronic Blue	#140 Royal Blue	#121 Midnight Blue	#141 Navy Blue	#104 Medium Purple	#70 Desert Tan	#95 Silver Gray	#76 Print Black
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**AGENCY APPROVAL:** UL/CUL listed, FCC, CE, INDUSTRY CANADA.

**SCOREBOARD:** Size 8'L x 6'H x 8"D (2.44 x 1.83 x .20 meters), constructed of aluminum. Hanging weight approximately 111 lbs. (61 kg).

**CAPTIONS:** HOME, GUESTS, FOULS, PLAYER, WON, GAME, MATCH, WEIGHT, T.O.L. and PERIOD, white 6" high. (HOME and GUESTS are omitted when ordered with ETNs.)

**LED UNITS:** Seven-bar segmented digits with protective aluminum cover.

**POWER WITHOUT ETNS:** 120 VAC, .61 Amps, 50/60 Hz. / 240 VAC, .31 Amps, 50/60 Hz. Requires earth ground.

**POWER WITH REAR-LIT CAPTIONS:** 120 VAC, .86 Amps, 50/60 Hz./ 240 VAC, .44 Amps, 50/60 Hz. Requires earth ground.

**POWER WITH ETNS:** 120 VAC, .83 Amps, 50/60 Hz / 240 VAC, .42 Amps, 50/60 Hz. Requires earth ground.

**POWER WITH REAR-LIT CAPTIONS AND ETNS:** 120 VAC, 1.01 Amps, 50/60 Hz / 240 VAC, .51 Amps, 50/60 Hz. Requires earth ground.

**BUILT-IN LIGHTNING PROTECTION:** All models feature optical isolation circuitry providing additional protection against lightning strikes.

**GUARANTEE:** TO VIEW OR RECEIVE THE MOST RECENT COPY OF OUR GUARANTEE, PLEASE VISIT: [NEVCO.COM/WARRANTY-LIMITATION](http://NEVCO.COM/WARRANTY-LIMITATION)

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# MODEL MPCW-7

**Size:** 11" x 9.5" x 4.125" (.28 x .24 x .10 m)

**Approximate weight:** 3.35 lbs. (1.5 kg)

**Display:** Bright LED **Keypad:** Split and raised 40 key keyboard



## Advanced universal wireless control featuring:

- One control can be used for up to 40 wireless scoreboards
- High Impact Black Plastic.
- Improved UV resistance.
- Sealed Keypad prevents liquids being spilled into the control.
- Durable rubber replaces the plastic push buttons.
- Backward compatible with most older scoreboards.
- Custom designed overlay featuring sport specific graphics.
- ETN entry can be done on any overlay through the option menu. (Many competitors require a separate PC for ETN entry)
- Rechargeable Battery option.
- Handheld switches included as required.
- Internal Antenna.
- High Brightness, illuminated LED display.

## Easy to Read, sport specific Overlays



## Advanced Software features:

New Game, Horn Tone / Volume, Time Out time, Time of Day, Segment Timer & more.

Combine your scoreboard with a Nevco monochrome or full-color message center to create a complete scoring and display system. Team/Sponsor signs also available.



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# INTEGRATED DISPLAY AND SCORING SOLUTIONS

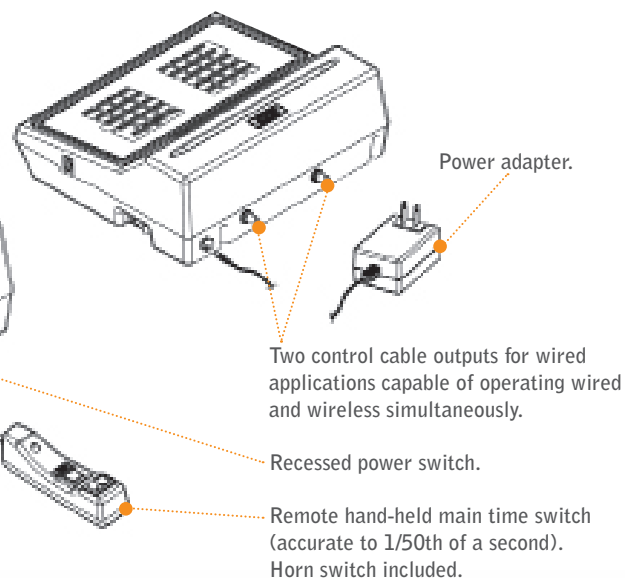
## Model MPCW-7 Operating Features

Alphanumeric LED display.

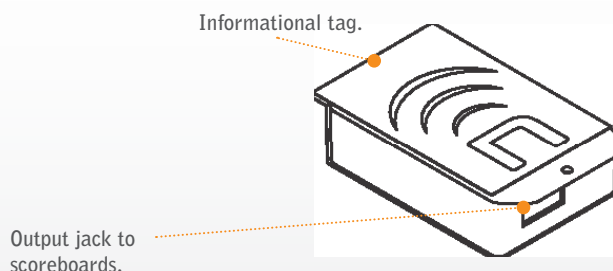
Operator keyboards.

Optional hand-held remote switch  
(will operate from either receptacle).  
Required for specific accessories.

Changeable sport-specific overlay.



## MPCW Receiver



### OPTIONAL CARRYING CASE AVAILABLE:

The CC-3 double wall carrying case is lightweight and durable, made of high density polyethylene. Size 18 1/2" x 14 1/2" x 6". Black textured finish resists dents and scuffs. Case features trouble-free mechanical latches and hinges. Padded case interior is large enough for Nevco MPCW control, hand-held switch, and 25' of scoreboard control cable.



### CERTIFICATIONS: FCC, CE, INDUSTRY CANADA.

**MPCW-7 CONTROL:** Microprocessor-based operator's control. Construction of black high impact break-resistant plastic, size 11" x 9 1/2" x 4 1/8" (.28 x .24 x .10 m). Includes: remote hand-held time switch accurate to 1/50th of a second, horn button included on time switch and keyboard overlay. Control features: bright LED display, lithium cell battery backup to maintain scoreboard memory and time of day, self test mode, power on-off switch, alternate time control, internal beeper acknowledging each entry, profile capabilities and multiple scoreboard operation. Capable of operating wireless or wired scoreboard systems.

**TIMERS:** For scoreboards with timers, additional features: time of day display, multiple time out timers with warning, interval horn, up-count auto stop with horn. 1/10th seconds are displayed during the last minute.

**RANGE:** Maximum range of 1,000 feet from control to receiver. (Clear Line of Sight)

**DIMMER:** Activated from control for scoreboard.

**POWER: WALL OUTLET POWER ADAPTER:** One required for each control and each receiver. Input: 100-240 Volts, .4 Amps, 50/60 Hz. Output: 9 volts, 2 Amps. Maximum 9 Volt output power 18 Watts.

**OPERATES MODELS:** All Nevco scoreboards except UltraScore, UltraWrestling, SEG-14, SEG-18, 9650, 9651 and 9652.

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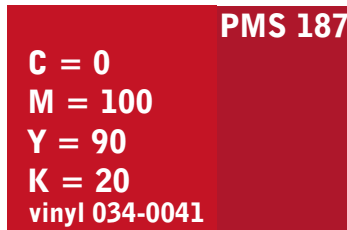
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**FAX: 618-664-0398 E-MAIL: [INFO@NEVCO.COM](mailto:INFO@NEVCO.COM)**

# NEVCO COLOR CHART

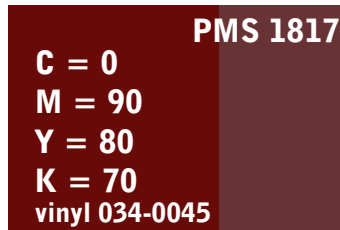
## MAXIMIZE YOUR IMPACT<sup>SM</sup>

The printed colors below represent Nevco's standard paint colors. Actual paint color may vary.

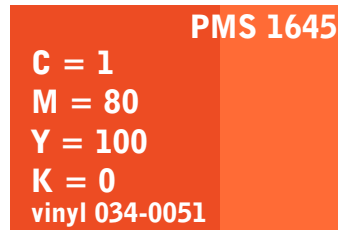
#103 CARDINAL RED



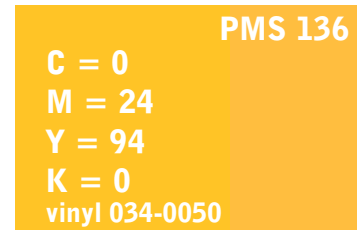
#73 MAROON



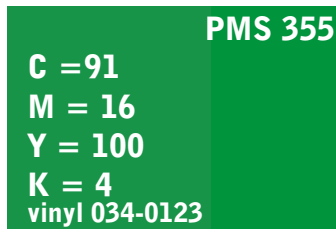
#102 TEAM ORANGE



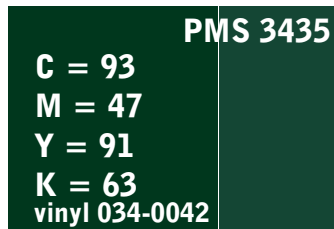
#99 GOLDEN YELLOW



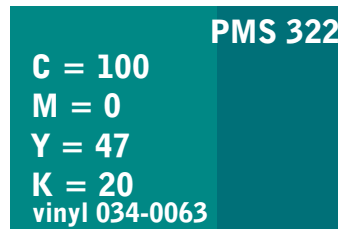
#142 KELLY GREEN



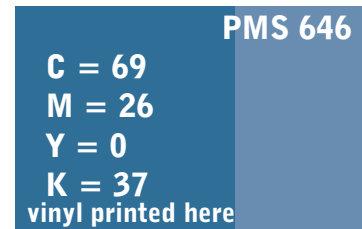
#74 FOREST GREEN



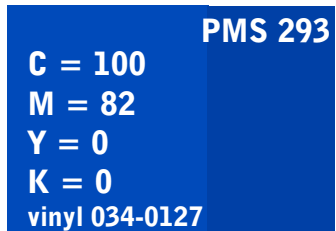
#120 TEAL BLUE



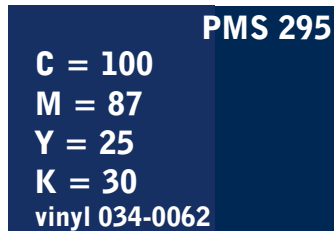
#72 ELECTRONIC BLUE



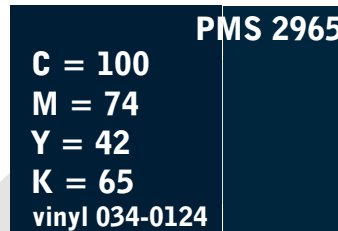
#140 ROYAL BLUE



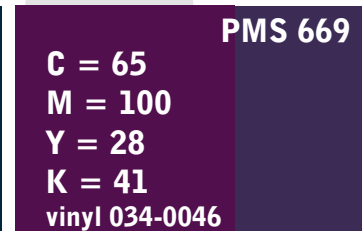
#121 MIDNIGHT BLUE



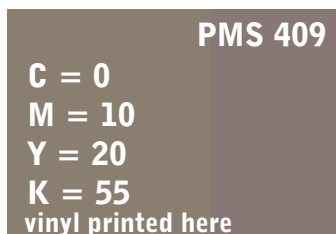
#141 NAVY BLUE



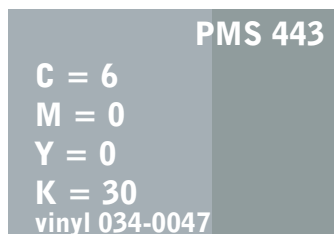
#104 MEDIUM PURPLE



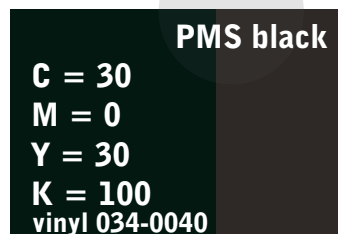
#70 DESERT TAN



#95 SILVER GRAY



#76 PRINT BLACK



### PMS Match Available

In addition to the standard 15 colors, Nevco can match any PMS color. When ordering, please specify the PMS color to be used. An additional charge is assessed to match a PMS color. Please contact your Nevco Display and Scoring Consultant for pricing information. Delivery time may be longer than standard ship dates.

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FAX: 618-664-0398 E-MAIL: INFO@NEVCO.COM





## WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the “Warranty”) sets forth the warranty provided by Nevco with respect to equipment supplied by Nevco to Purchaser. By accepting delivery of equipment from Nevco, Purchaser agrees to be bound by and accept these terms and conditions. It is specifically agreed that the price of the equipment is based upon the terms of this Warranty and Limitation of Liability.

NEVCO WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH HEREIN UPON RECEIPT OF FULL PAYMENT FOR EQUIPMENT PURCHASED FROM NEVCO.

### 1. WARRANTY COVERAGE

**A.** Nevco, Inc. scoreboards, scoring tables, marquees, message centers, video boards\* and Stadium Pro loudspeaker enclosures are guaranteed for a period of five (5) years from the date of invoice against defects in workmanship or material (defined below).

\*Video Board exclusions include Model 8815, 8825, 8835, and 8845.

Wireless components, portable scoreboards and solar power kit carry a two (2) year guarantee from date of invoice. Hand-held controls and switches carry a one (1) year guarantee from date of invoice. The Stadium Pro loudspeaker front printed scrim is guaranteed for one (1) year from the date of invoice. Video Board Models 8815, 8825, 8835, and 8845 are guaranteed for one (1) year from date of invoice, unless additional years of warranty is purchased.

For products supplied by third-party suppliers (i.e. cameras, computers, computer monitors, radar guns, loudspeakers, amplifiers and associated electronics), Purchaser agrees to accept the manufacturer’s warranty, if any, in lieu of any warranty by Nevco.

**B.** Nevco’s obligation under this Warranty shall be limited to repair or replacement, at its option, of any equipment or part thereof. Unless otherwise directed by Nevco, any defective equipment or part thereof shall be returned to Nevco for repair or replacement. Nevco may, at its option, provide on-site warranty service. Nevco shall have a reasonable period of time to make such repairs or replacements. Nevco will pay no charges for time or materials used by others in making repairs or replacements.

**C.** Purchaser shall pay ground transportation charges for the return of any defective equipment or parts thereof. If returned equipment or parts thereof are repaired or replaced under the terms of this warranty, Nevco will prepay surface postage transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the equipment or parts thereof back to the Purchaser. All returns must be pre-approved by Nevco before shipment. Nevco shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

**D.** Defects shall be defined as follows. Excepting LEDs, a “Defect” shall refer to a material variance from the design specification that prohibits the equipment from operating for its intended use. With respect to LEDs, “Defects” are defined as LED pixels that cease to emit light. This warranty does not impose any duty or liability upon Nevco for partial LED pixel degradation. Nor does this warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE OF PURCHASER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEVCO, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

## **2. EXCLUSION FROM WARRANTY COVERAGE**

The warranty does not impose any duty or liability upon Nevco for:

- A.** Any damage occurring, at any time, during shipment of equipment unless provided elsewhere. When returning equipment or parts thereof to Nevco for repair or replacement, Purchaser assumes all risk of loss or damage and agrees to use only shipping containers provided by Nevco, if any, and to ship the equipment or parts in the manner prescribed by Nevco;
- B.** Any damage caused by the unauthorized adjustment, repair or service of the equipment by anyone other than personnel of Nevco or its authorized repair agents;
- C.** Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;
- D.** Damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Nevco’s reasonable control;
- E.** Failure to adjust, repair or replace any item of equipment if it would be impractical for Nevco personnel to do so because of connection of the equipment by mechanical or electrical means to another device not supplied by Nevco, or the existence of general environmental conditions at the site that pose a danger to Nevco personnel;
- F.** Any damage arising from the use of the equipment in any application other than the application for which it is intended, unless, upon request, such use is specifically approved in writing by Nevco;
- G.** Any preventative maintenance.

### **3. LIMITATION OF LIABILITY**

Nevco shall be under no obligation to furnish service under this Warranty if alterations are made to the equipment or parts thereof without the prior written approval of Nevco.

In no event shall Nevco (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment or parts, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Nevco has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort, statutory duty, indemnity, contribution, or otherwise.

In no event shall Nevco be liable to Purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the purchase price of the equipment actually delivered to and paid for by the Purchaser.

### **4. ASSIGNMENT OF RIGHTS**

The Warranty contained herein extends only to the original end-user (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Nevco.

### **5. DISPUTE RESOLUTION**

Any dispute between the parties will be resolved exclusively and finally by arbitration administered by USA&M-Midwest and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Edwardsville, Illinois. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

### **6. GOVERNING LAW**

Both parties consent to the application of the laws of the State of Illinois to govern, interpret, and enforce all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.

## 7. EXTENDED WARRANTY

This Extended Warranty sets forth the warranty provided by Nevco with respect to equipment supplied by Nevco to Purchaser. The Extended Warranty increases the duration of the standard Nevco Warranty and Limitation of Liability. The Extended Warranty makes no other changes to the standard Nevco Warranty and Limitation of Liability.

Scoreboards, scoring tables, marquees, message centers, video boards and Stadium Pro loudspeaker enclosures are extended from a period of five (5) years from the date of invoice to a period of 6, 7, 8, 9, or 10 years only if one of the following line items are found on the original sales order.

Nevco Part Number	Years of Extension
235-5100	1
235-5101	2
235-5102	3
235-5103	4
235-5104	5

\* Exclusions to the 5 year warranty identified by the Standard Nevco Warranty and Limitation of Liability are not extendable and include but are not limited to Wireless components, portable scoreboards and solar power kit, Hand-held controls, Stadium Pro loudspeaker front printed scrim, Video Board Models 8815, 8825, 8835, and 8845, products supplied by third-party suppliers (i.e. cameras, computers, computer monitors, radar guns, loudspeakers, amplifiers and associated electronics).