EverGlow NA, Inc. of Matthews, North Carolina, warrants the luminance performance of EverGlow® brand photoluminescent signs and markings sold by us (EverGlow NA, Inc., aka EverGlow NA, aka EverGlow). EverGlow® signs and markings shall remain commercially useful for a period of twenty-five (25) years for interior installation and three (3) years for exterior installation as defined below, or provision for replacement of the sign or marking will be made as follows.

Terms and limitations of this warranty are:

1. EverGlow signs or markers shall be warranted from the date of sale to the original purchaser from EverGlow NA, Inc. or its authorized dealers, distributors or other authorized resellers for a period of twenty-five (25) years for interior installations or three (3) years for exterior installations. The sole acceptable proof of purchase is the original purchaser’s invoice that determines the start of the warranty period.

2. The luminous performance of EverGlow signs and markings is the only warranted attribute, and the sign or marker shall meet the minimum design luminance values when tested according to DIN 67 510 for a period of twenty-five (25) years from the date of sale if an interior installation or for a period of three (3) years from the date of sale if an exterior installation. EverGlow NA solely shall determine the luminance values upon pre-approved return of the sign or marker. Any measure equal to or exceeding the design luminance value at the time of manufacture by EverGlow confirms a commercially useful product.

3. This warranty excludes any sign or marker with normal wear due to weather, flooding, freeze-thaw or other environmental factors, foot or vehicular traffic and wear or failure due to improper handling, storage, installation or maintenance.

4. This warranty excludes any sign or marker with physical damage such as bending, scratches, dents, holes made by the user or other signs of physical abuse. This warranty excludes any sign or marker with evidence of chemical damage from cleaners, thinners, clear coat or other paints, process chemicals, process fumes or environmental damage such as acid rain.

5. Sole remedy shall be the replacement of the sign(s) or marker(s) in question. No cash remedy will be made. A sign or marker not meeting or exceeding the listed design luminance values when tested according to DIN 67 510 within twenty-five (25) years of the date of sale if an interior installation or within three (3) years of the date of sale if an exterior installation shall be replaced free of charge.

EverGlow NA, Inc. MAKES NO OTHER WARRANTY, express or implied, of merchantability, fitness for a particular purpose, adhesion, duration of adhesion or otherwise, with respect to EverGlow products sold by us. Purchaser is responsible for determining that EverGlow signs & markings are suitable for their particular application or installation. The remedy described above is the sole remedy available and EverGlow shall not be liable for any incidental, direct, indirect, consequential or any other loss or damage for any reason.