

WARRANTY



Five Year Warranty

Five year warranty on parts and labor
excluding damage related to
vandalism, abuse, and/or theft

Subject to the following conditions, Traffic Logix Corporation (“Traffic Logix”) warrants **to the Iowa Department of Transport** that our signs (the “Product”) are free from defects in materials and workmanship.

This limited warranty begins on the invoice date of your purchase of the Product and extends for FIVE (5) calendar years on the sign and batteries.

This limited warranty extends only to the original purchaser of the Product when purchased either directly through Traffic Logix or through an authorized Traffic Logix distributor and is not assignable or transferable to any subsequent purchaser or end-user. Traffic Logix’s obligation and liability under this warranty are expressly limited to repairing or replacing, at Traffic Logix’s option, defective products. In no circumstances shall Traffic Logix’s liability, whether in contract or tort, under any warranty, in negligence, or otherwise, exceed the amount of the purchase price of the product. Traffic Logix shall not be liable for special, indirect, or consequential damages of any kind. This warranty does not cover damages resulting from normal wear and tear, incorrect installation or operation, use other than for the product’s intended purposes, vandalism, and extraordinary environmental circumstances. Traffic Logix reserves the right to charge for these damages to the product at rates normally charged for repairing such products not covered under this warranty. Damages resulting from any physical changes or alterations made to the product other than Traffic Logix will render this warranty **VOID**. Using any parts or accessories not supplied or approved by Traffic Logix, such as battery chargers, will further render the warranty **VOID**.

Traffic Logix neither assumes, nor authorizes any person to assume for it, any other liability in connection with the sale of the Product, and there are no agreements or warranties collateral to or affecting this limited warranty.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE EXCLUSIVE AND SOLE WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Traffic Logix does not warrant that any of its products will meet or comply with the requirements of any applicable federal, state or local safety code, law, regulation or ordinance (“Applicable Safety Laws”). Buyer acknowledges that Traffic Logix’s products are to be used only in accordance with the attached Conditional Terms of Use and any Applicable Safety Laws. Buyer agrees that there shall be no coverage or benefits of any kind under this limited warranty if it is determined by Traffic Logix that the Product was not installed or used in accordance with the Conditional Terms of Use or Applicable Safety Laws, or if the Product has been altered in any way by anyone other than Traffic Logix, or if the Product has been subject to any misuse or accident. In addition, Buyer assumes and agrees to indemnify Traffic Logix for all risk, liability or expense that results from any installation or use of the Product that is not in accordance with the Conditional Terms of Use or any Applicable Safety Laws.

Warranty replacement procedure

In order to submit a claim for the repair or replacement of the Product under this limited warranty, proceed as follows:

1. Contact Technical Support. **Do NOT** ship your defective product to Traffic Logix prior to contacting Technical Support.
2. A Technical Support Agent will evaluate the Product to determine if it is defective. You may be required to do some troubleshooting as part of this evaluation.
3. If the Product is defective, then you will need to submit your contact information, and proof of purchase (including the date of purchase), in order to obtain repair or replacement parts.

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4. The Technical Support Agent will provide you with a Return Materials Authorization number and instructions on how to have the defective parts repaired or replaced.