

## LIMITED PRODUCT WARRANTY

Radarsign, LLC (“we” or “us” or “our”) warrants that our traffic calming system (“**Product**”) is new and free from defects in materials and workmanship to the *original purchaser (end user)* (“**Purchaser**”) (the “**Product Warranty**”) for a period of two (2) years from the date of shipment (“**Warranty Period**”), regardless of whether such Product was purchased from us or by one of our authorized distributors. Our responsibility for defective Product is limited to repair, replacement or refund as described below in this Product Warranty statement. The above-referenced Warranty Period is inapplicable to TC-400 batteries which we warrant for a period of one (1) year.

Purchaser acknowledges this Product Warranty does not cover damage to a Product resulting from (a) accident, malicious abuse, theft, vandalism, impact with a foreign object or act of God; (b) unauthorized modification of the Product, (c) failure to comply with the site selection, installation, operation, maintenance, transportation and/or storage instructions and recommendations, as published in the Product Installation Manual made available at the [Customer Resource Center\\*](https://www.radarsign.com/customer-resource-center/) (<https://www.radarsign.com/customer-resource-center/>); (d) removal or relocation of the Product; (e) external electrical work to the Product, virus/hacker activity, and external computer errors; and (f) improper solar panel installation or improper use of battery charging equipment.

To obtain warranty service, the Purchaser must first call us for a Return Material Authorization (“RMA”) number; then return the Product to us for repair or replacement. Claims made under this Product Warranty will only be honored if we are notified of failure within the Warranty Period, Purchaser provides information reasonably requested by us, and we are permitted to verify the cause of the Product failure.

Purchaser shall prepay shipping charges for Products returned to us. We will pay for return of the Products to Purchasers located in countries in North America. Purchasers of Products from countries outside of North America shall pay all shipping charges, duties, and taxes for Products returned to us for warranty repair or replacement and return of such repaired or replaced Products to Purchaser.

The Warranty Period for replacement parts is the longer of 90 days or the remainder of the initial warranty period.

Within ninety (90) days of receipt, should the Product fail for any reason other than damage due to Purchaser negligence, acts of God or vandalism, we will bear shipping costs for depot service both to and from the repair facility for Products sold with a United States shipping address. After 90 days, the Purchaser is responsible for inbound shipping. We will pay for return shipping to the customer for the entire Warranty Period if Purchaser is located within North America.

EXCEPT FOR THE WARRANTY SET FORTH IN THIS LIMITED WARRANTY AGREEMENT, NEITHER WE NOR ANY PERSON ON OUR BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC IN THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; WE ASSUME NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE PERFORMANCE OF THE PRODUCT OR THE ADEQUACY OF ANY SPECIFICATION OR DESIGN PROVIDED TO US BY OR ON BEHALF OF PURCHASERS; PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY US, OR ANY OTHER PERSON ON OUR BEHALF, EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY AGREEMENT. Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

PURCHASER’S EXCLUSIVE REMEDY UNDER THIS PRODUCT WARRANTY IS, AT OUR ELECTION, (I) CREDIT OF THE PURCHASE PRICE OF THE PRODUCT TO PURCHASER, OR (II) REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT BY US. IN NO EVENT SHALL WE BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, EARNINGS, PROFITS OR, GOODWILL, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH THE FURNISHING, PERFORMANCE OF USE OF THE PRODUCT.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY CLAIM RELATED IN ANY WAY TO A PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT.