



## **(ITH) Integrated Traffic Head ITE LED TRAFFIC SIGNAL PRODUCT WARRANTY - 15 YEARS**

Dialight warrants solely to the original commercial end user ("Purchaser") of Dialight LED Traffic Signal Products ("Products") that the Products will be free of significant defects in material and workmanship, and will meet their light-emitting requirements as defined in the applicable ITE (Institute of Transportation Engineers) product specifications as noted below for a period of fifteen (15) years from the date of shipment of the Products ("Warranty Period"). This warranty includes a one-time power supply replacement for Integrated Head units (installation labor cost not included).

**What This Warranty Does Not Cover** (1) Products subjected to abuse, misuse, neglect, negligence, accident, improper testing or service, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions/specifications issued by Dialight; (2) Products reconstructed, repaired or altered by persons other than Dialight or a Dialight authorized representative; (3) has been amended, repaired or modified using third party products or components not manufactured or supplied by Dialight; (4) advice or assistance relating to the Products that Dialight furnishes as a courtesy; (5) any batteries or third party control devices such as occupancy sensors, photocontrollers or photocells, or any other third party products incorporated, contained in or attached to the Products (such products are covered by the applicable manufacturer warranty). For the avoidance of doubt Dialight makes no representation or warranty with respect to any third party products.

### **Warranty Against Light Degradation**

Dialight, at its sole option, will, itself, or through others, repair existing or provide replacement of products that Dialight verifies as failing to meet the minimum intensity requirements as defined in the Applicable ITE Specification: 1- Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Circular Signal Supplement (Dated June 27, 2005) 2-ITE Vehicle Traffic Control Signal Heads - Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Module Supplement version July 1, 2007.

**Conditions of Warranty** (1) The Purchaser shall submit all alleged claims or defects within the Warranty Period to Dialight, in writing and with detail of the same; (2) the Purchaser shall at its sole cost and expense return Products with a bill of sale or other evidence showing the date of purchase and identification of the original Purchaser; (3) if upon inspection and testing of the returned Products by Dialight, such Products are found to be defective and such defect has not been caused by the exclusions detailed above, Dialight shall, at its sole discretion, repair, replace or refund such Products; and (4) the Purchaser shall prepay all of Dialight's costs and expenses (including risk of loss) for the delivery of all repaired or replaced Products to the Purchaser.

**Warranty Limitations** All replacement Products are warranted for the time remaining in the original Warranty Period of the original Product. Replacement Products will be equivalent in function, but not necessarily identical to the replaced Products. Repair, replacement or refund as set forth in this warranty is the sole and exclusive remedy under this warranty or otherwise for Products' defects. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS DOCUMENT NEITHER DIALIGHT 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, CONFORMANCE TO DESCRIPTION OR SAMPLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT, AND PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY DIALIGHT, OR ANY OTHER PERSON ON DIALIGHT'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS DOCUMENT.

**Damage Limitations** IN NO EVENT SHALL DIALIGHT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE, SAVINGS OR PROFITS, ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DIALIGHT, A DIALIGHT AUTHORIZED REPRESENTATIVE OR THE PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH OR OTHER LIABILITIES IN JURISDICTIONS WHERE THE SAME MAY NOT BE DISCLAIMED AS A MATTER OF LAW.

**How to Obtain Warranty Service** To obtain warranty service, Purchaser must obtain an RMA (Return Material Authorization Number) and instructions on how and where to return the products from your local Dialight Customer Service department.