



Traffic Signal Company

Setting new standards in traffic control

WARRANTY AND TERMS AND CONDITIONS OF SALE TRAFFIC SIGNAL COMPANY

WARRANTY AND LIABILITY DISCLAIMER: Traffic Signal Company warrants to the original purchaser, that any product it manufactures is free from defects in materials and workmanship. The duration of this warranty is 12 months from the date of shipment. In the event the purchaser finds the product to be defective in materials or workmanship it must notify Traffic Signal Company in writing within 14 days and under no circumstances more than 14 days after the end of the 12 month warranty period. After notification in writing; Traffic Signal Company, in its sole discretion, will either replace or correct any defect in materials or workmanship. This warranty is extended to products that are manufactured by Traffic Signal Company and does not extend to such products used as component parts that are distributed by Traffic Signal Company. Distributed products will carry the original manufacturer's warranty.

All costs for returning any defective Products, either ones manufactured by Traffic Company or ones distributed by Traffic Signal Company must be pre-paid by Purchaser. Traffic Signal Company will either repair or replace, at Traffic Signal Company's option, defective products so as to cause the same to operate in substantial conformance with said specification. Replacement parts may be new or refurbished, at the election of Traffic Signal Company. All replaced parts shall become the property of Traffic Signal Company.

Traffic Signal Company's liability shall in no case exceed the purchase price of the product or products which give rise to the claim. Expenses and delays associated with the removal of any defective product shall be borne by the Purchaser. Traffic Signal Company hereby disclaims any liability for injuries which may result from the use of our products contrary to our instructions. We specifically exclude any and all warranties of Merchantability and Fitness for a Particular Purpose. Traffic Signal Company shall not be liable in any event for incidental and consequential damages.

RETURNS: Traffic Signal Company products MAY NOT be returned without prior written authorization and must be accompanied by an assigned Return Merchandise Authorization (RMA) number. Products returned without prior authorization and not clearly marked with our assigned RMA number will not be accepted. All returned products shall be sent prepaid and all other expenses which result from the return of goods must be borne by the Purchaser. Return goods are subject to a restocking fee of 30% of the value of the order plus outgoing and incoming freight charges. No cash refunds. Credits will be applied to future orders.

SHIPPING: All shipments will be shipped F.O.B. origin freight prepaid and added unless other arrangements have been made or the order was originally quoted F.O.B Destination. Traffic Signal Company will make every effort to accommodate shipping instructions provided by the purchaser provided they do not conflict with any of the other terms and conditions set herein. Requests for specific methods of transportation must be made at the time of order placement. Under no circumstances will Traffic Signal Company accept responsibility or may it be held responsible for additional charges which may result from failure to accommodate specific shipping arrangements. If a shipment is F.O.B Destination, Traffic Signal Company will not pay any additional charges that are added for "Residential Delivery" or other non-commercial freight charges.

UPON RECEIVING PRODUCT: Inspect the product carefully when removed from the shipping carton. All claims of shortage or damage must be reported within SEVEN (7) days. Should damage occur in shipment, or if any other problems arise, Traffic Signal Company must be advised in writing of such problems.

CANCELLATION: Cancellation requests from the Purchaser require the written consent of Traffic Signal Company. The Purchaser shall be liable for reasonable costs and expenses incurred by Traffic Signal Company prior to notice of cancellation. This amount shall not be less than 30% of the value of the goods ordered and not less than \$25.00.

VENUE: Purchaser agrees that any claim, dispute or controversy arising out of or relating to this transaction shall be made or brought solely and exclusively in the state or federal court having jurisdiction over Indianapolis, IN which is in Marion County, Indiana. Purchaser hereby, consents to personal jurisdiction in said forum.

STANDARD TERMS AND CONDITION OF SALE AND ORDER ACCEPTANCE: Purchaser asserts the terms and conditions contained herein and acceptance of this order is expressly limited to same. Any additional terms and conditions, including those contained in the buyers purchase order or order acceptance will not be binding upon Traffic Signal Company, unless such terms and conditions are agreed to in writing by an authorized representative of Traffic Signal Company. All past due accounts shall be assessed a service charge of 1.5% of the balance per month. In the event that Traffic Signal Company hires an attorney to assert any of its right or defenses in connection herewith or to collect amounts due, Purchaser agrees to be responsible for all of Traffic Signal Company's legal fees and expenses as well as costs of collections.

SAFETY: Traffic Signal Company disclaims any liability and Purchaser agrees to fully indemnify Traffic Signal Company and its employees for all loss and expense, including attorney's fees relating to any claim or liability or injury resulting from product misuse, product alteration, or the use of the product contrary to written instructions. Traffic Signal Company provides only those products and devices identified on the invoice.