

Dialight ITE LED Traffic Signal Module Products – Limited Warranty

What does this warranty cover?

Dialight warrants solely to the original commercial end user (“**Purchaser**”) of Dialight LED traffic signal module products –XL15 and XOD15, (the “**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 Institute of Transportation Engineers (“**ITE**”) product specifications as set out below, for a period of fifteen (15) years from the date of shipment of the Products by Dialight (“**Warranty Period**”).

The applicable ITE specifications are: (i) Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Circular Signal Supplement (dated June 27, 2005); and (ii) ITE Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Module supplement (dated July 1, 2007).

This warranty does not cover:

- (1) Products that are subjected to abuse, misuse, neglect, negligence, accident, improper testing or service, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, or use contrary to any written installation or maintenance guides issued by Dialight or made available on Dialight’s website;
- (2) Non-material degradation or wear and tear of Products arising during standard authorized use;
- (3) Products that are subjected to (momentarily or continuously) abnormal physical stress, abnormal environmental conditions, exposure to foreign materials, exposure to chemical attack, exposure to excessive humidity, vibration, impact, extreme temperature, subject to electrical line noise, electric surge, voltage outside range, RF noise or other abnormal electrical stress;
- (4) Products that are reconstructed, repaired or altered by persons other than Dialight or a Dialight authorized representative;
- (5) Products that have been amended, repaired or modified using third party products or components not manufactured or supplied by Dialight;
- (6) Advice or assistance relating to the Products that Dialight provides free of charge as a gesture of goodwill to Purchaser;
- (7) Any defective Products where the defect has arisen as a result of Dialight following Purchaser’s own drawings, specification or instructions;
- (8) Any third-party manufactured products attached to the Product, inserted in the Product or added to the Product network such as sensors, detectors, batteries or communication devices (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;
- (9) Any damage to or malfunction of the Product (including controls circuitry such as wired or wireless) or lighting network as a result of interference from an external device or system; and
- (10) Any security breach or hacking of the Product or lighting network through manual, wired or wireless intrusion or man in the middle attack.

What will Dialight do to correct the problems?

If, upon the 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 reasons set out above, Dialight shall repair, replace or refund (at Dialight’s option) such Products.

What must Purchaser do to make a valid claim?

- (1) Submit all alleged claims or defects within the Warranty Period for receipt by Dialight as soon as reasonably possible and in any event within thirty (30) days of discovery, in writing and with detail of the same;
- (2) Return (at Purchaser’s own cost and expense) Products with a bill of sale or other evidence showing the date of purchase and identification of the original Purchaser; and
- (3) Prepay all of Dialight’s costs and expenses (including risk of loss) for the delivery of all repaired or replaced Products to the Purchaser.

Compatibility of Dialight Products is highly dependent on environmental conditions and therefore, in abnormal conditions the Purchaser must undertake a compatibility assessment of their relevant site prior to the installation of the Product. Purchaser shall also retain and present to Dialight (on request), evidence of compatibility assessment under actual operating conditions.

Warranty Limitations:

- (1) Timeframes: All repaired or replaced Products are warranted for the time remaining in the original Warranty Period of the original Product;
- (2) Replacements: Replacement Products will be equivalent in function, but not necessarily identical to the replaced Products;
- (3) No further Liability: Repair, replacement or refund as set forth in this warranty is the sole and exclusive remedy under this warranty or otherwise for Products’ defects. Once Dialight has replaced, repaired or refunded the defective Products it shall have no further liability to the Purchaser in respect to the defect in that particular Product; and
- (4) **NO ADDITIONAL WARRANTY: EXCEPT FOR THE WARRANTIES CONTAINED HEREIN 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.**

What damages can’t you claim for?

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 I make a claim under this warranty?

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. Customers can also email our warranty mailbox at: warranties@dialight.com where you will be provided with further guidance as to the appropriate Dialight representative to contact.