

American Signal Company

Amsig® LIMITED WARRANTY – 5 Year

Scope of Warranty

AMERICAN SIGNAL COMPANY (“AMSIG”) warrants to the original purchaser (Purchaser) that every portable changeable message sign and highway advisory radio system of AMSIG’s manufacture (Covered Equipment) is covered by this Limited Warranty subject to the conditions herein. AMSIG warrants the Covered Equipment to be free from defects in materials and workmanship and, within the applicable warranty period and in accordance with the terms and exclusions herein, will repair or replace (at AMSIG’s sole option) any part of Covered Equipment that (i) fails in normal use and (ii) was properly installed, serviced, and operated under normal conditions, as determined by AMSIG.

Eligibility

To be eligible for warranty service under this Limited Warranty, the Covered Equipment must have been purchased from and returned to an authorized AMSIG service facility. This warranty applies to Purchaser only and is not transferable. Proof of purchase may be required.

Limited Warranty Periods

A five (5) year warranty period, commencing from the date of shipment to Purchaser, applies to Covered Equipment subject to the terms and exclusions herein. Any parts or materials replaced by AMSIG under this Limited Warranty shall be warranted for the remainder of the original Limited Warranty Period. The warranty coverage for the Product is continual from the original shipment date and does not restart upon the replacement or repair of Covered Equipment or any part thereof.

Coverage

Warranty coverage is limited to parts and service labor, which will be provided without charge to Purchaser by AMSIG, for any proven failure in material or workmanship of Covered Equipment under normal use during the applicable Warranty Period and subject to the terms herein. Purchaser must return Covered Equipment, or any separable part thereof, allegedly requiring warranty work to an authorized AMSIG service facility for AMSIG inspection and subsequent warranty work (including, without limitation, repair or

replacement), which will be determined by AMSIG in its sole discretion. Purchaser’s freight, transportation, travel and other expenses incurred in returning the Covered Equipment for inspection and subsequent warranty work are Purchaser’s responsibility.

This Limited Warranty coverage shall be automatically suspended upon Purchaser’s failure to pay any obligation owed to AMSIG according to the terms agreed upon between them. Such suspension shall continue until the Purchaser has paid such obligation in full by good and current funds.

Purchaser’s Responsibilities

The Purchaser is responsible for maintaining the Covered Equipment as described in the documentation provided by AMSIG. Purchaser is required to ensure the Covered Equipment is assessed at an authorized AMSIG service facility for repairs as soon as a problem exists. Purchaser must deliver or have delivered the Product to AMSIG for inspection and any repair or replacement under this Warranty. It is recommended that Purchaser retain all records and receipts regarding maintenance. Purchaser is responsible for all shipping costs of Covered Equipment. If government regulations, industry certification, or similar standards require the repaired or replaced Covered Equipment to have features not found in the defective Covered Equipment, Purchaser will be charged for and responsible for paying the difference for those required features.

Exclusions

This Limited Warranty shall not apply to (i) any damage or failure of Covered Equipment due to normal wear, alteration, abuse, misuse, negligence, accident or collision, natural disaster or acts of nature, fire, flood, acts of war, improper or abnormal usage, faulty installation, improper or untimely maintenance, lightning or other incidents of excessive voltage, fuel or any other fluid contamination or degradation, misapplication, vandalism, use in a manner inconsistent with the intended use or not in accordance with AMSIG-provided documentation, shipping, transport, or handling; (ii) Covered Equipment that has been repaired by a non-AMSIG authorized service facility; (iii) if any associated products used in

combination with the Covered Equipment fail to exchange date data with the same; (iv) Covered Equipment damaged due to any other act, omission, or circumstance beyond AMSIG's reasonable control; or (v) alleged damage or defect not reported and delivered to AMSIG during the applicable Warranty Period.

Any repair or replacement of Covered Equipment or any part thereof not performed by an authorized AMSIG service facility shall void this warranty.

Any part or component of Covered Equipment covered by warranties issued by other manufacturers (Separate Warranty) shall not also be covered by this Limited Warranty and shall not be considered, by itself, Covered Equipment. Known or common Separate Warranty items may be listed herein. AMSIG specifically does not warrant any part or component under a Separate Warranty and shall not service said items under this Limited Warranty, including without limitation battery or batteries, battery charger, hydraulic pump system, tire(s), wheel(s), axle(s), brake(s), and trailer hitch(es). This Limited Warranty does not cover any damages to Covered Equipment if and to the extent that such damages are caused by or result from a defective or malfunctioning item under a Separate Warranty or no warranty.

Disclaimer of Consequential Damage

Purchaser acknowledges and agrees that AMSIG is not responsible for loss of time or use of Covered Equipment, transportation, commercial loss, or any other incidental or consequential damage. AMSIG shall not be liable for any special, indirect, incidental, or consequential damages whether in contract, in tort, under any warranty, or otherwise beyond the warranty stated herein for Covered Equipment or parts. ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED.

Limitation of Implied Warranties

EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY: This Limited Warranty is the ONLY warranty given by AMSIG. No one is authorized to

make any warranties on behalf of AMSIG. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF NONFORMING COMPONENT AT AMSIG'S SOLE DISCRETION. This Limited Warranty and AMSIG's obligations hereunder are in lieu of all other warranties, express, implied, or statutory, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all other obligations or liabilities including special or consequential damages or contingent liabilities arising out of the failure of any product or part to operate properly.

IN JURISDICTIONS WHERE ANY SUCH WAIVER OF WARRANTIES IS NOT PERMITTED, ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. AMSIG'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY.

Length of Separate Warranty

- Batteries (Deep Cycle) 1.5 years (18 months)
- Batteries (AGM D Cycle) 2 years (24 months)
- Batteries (Sealed Lead Acid) 1 year (12 Months)
- Charger 5 years (60 months)
- Hydraulic Pump System 1 year (12 months)
- Axles 2 years (24 months)
- Axles (Hydraulic/Extra Brakes) 2 years (24 months)
- Brakes 2 years (24 months)
- Trailer Jack/Industrial Jack 3 years (36 months)
- Hopkins Towing Systems 3 years (36 months)
- LED Display Panel (AMSIG) 2 years (24 months)
- Printed Circuit boards (AMSIG) 2 years (24 months)
- Other components not specified Varies (Contact AMSIG for Information)

This Limited Warranty, dated July 2019, supersedes all prior and undated AMSIG warranty statements, except statements authorized by AMSIG in individual contracts.

