



Limited Product Warranty

Subject to the terms and conditions set forth herein, **Fortel Traffic, Inc.** (“FTI”) provides this Limited Warranty only to the legal person or entity that originally purchased the product from FTI or to the intended customer (the “end user”) through its authorized reseller or FTI certified contractor (“CC”), (i.e., where contractor involvement is through a competitive bidding process). The original purchaser, customer or end user warranty applies only for products purchased and delivered within the United States.

This Limited Warranty shall become effective on date of shipment.

FTI agrees to warranty VCalm® and FTI related products purchased by the original purchaser, customer, or end user for a term of one (1) year from the date of receipt of goods to original purchaser, customer, or end user acceptance. FTI or CC to obtain written acceptance of VCalm® or related FTI product(s) from customer/ end user. CC agrees to facsimile/ mail written acceptance to FTI within 5 days of receipt from the customer to CC. Unless sign is 8 years or older, FTI will provide the necessary repair parts at no cost for the balance of the one (1) year warranty period at no cost. 8 year or older signs will be replaced using the attached “FTI VCalm® Parts List”.

1. Limited Warranty FTI warrants that the vehicle calming product(s) described in Section 11 below (the “Product” shall be free from material defects in workmanship and materials under normal use from the date of original retail purchase of the Product, for the period set forth in Section 2 below (“Warranty Period”), except as otherwise stated herein. The Original Purchaser’s sole and exclusive remedy and the entire liability of FTI under this Limited Warranty will be, at FTI’s option, to furnish replacement parts for the Product.
2. Warranty Period
 - 2.1. Component hardware of the VCalm® product system: 1 year.
 - 2.2. Radar head of the VCalm® product system: 1 years.
 - 2.3. LED Display board(s) of the VCalm® product system: 1 year.
3. Replacement Parts and Products. FTI may, at its option, replace any defective Product, part or component thereof with any reconditioned product or part that FTI reasonably determines is substantially equivalent or superior in all material respects to the defective Product or part. Replacement products and parts will be warranted for the remainder of the Warranty Period, and subject to the same limitations and exclusions set forth in this Limited Warranty. All products and parts replaced by FTI shall become the property of FTI upon replacement. The defect must occur under normal use for which the product was intended. This Warranty shall not apply to products purchased as laboratory/ pilot project demonstration test specimens.
4. Exclusions This Limited Warranty does not cover:
 - 4.1 FTI shall not be obligated or liable under this Warranty for any defect, which our examination discloses, is due to Products that, in FTI’s judgment, have been subjected to : (1) tampering (2) alteration, (3) modification (4) misuse, (5) abuse, (5) neglect, (6) improper storage, installation or maintenance, (7) lack of reasonable care, (8) accident, (9) damage caused by electrical power surge, or operation in ways not recommended or authorized by the FTI Installation Manual, or other external causes, including but not limited to earthquake, fire, flood, weather, or condensation; use in a manner beyond which such equipment is normally intended to be used, (10) improper repair or workmanship by those not authorized by FTI to repair the product, (11) any other cause with the exception of defects in design, materials or workmanship caused by FTI.
 - 4.2 Products whose serial numbers have been altered, tampered with, defaced or removed;

- 4.3 Products that have been subject to improper or incorrectly performed maintenance or repair (i.e., installation by a non-certified installer voids warranty); or
- 4.4 Products that have been purchased through an inventory clearance or liquidation sale, or other sale in which FTI, the seller, or the liquidator expressly disclaims its warranty obligation pertaining to such Product.

Purchase and Installation: The FTI product must have been purchased from an authorized FTI dealer, and installed by CC which meet the qualified technical personnel standards of FTI. All installations must be in compliance with FTI installation procedures, diagrams, or guidance.

- 5. Submitting a Claim accessing return merchandise authorization (“RMA”) Upon discovery of any defect in the Product, the Original Purchaser shall notify FTI in writing and obtain written authorization from FTI service department for all warranty related product defects/ failures before sending/ returning the product at the address set forth in Section 8 below. FTI’s obligation under this Warranty is limited to replacing or repairing, at its option and designated site, any defective product within the Warranty period that is returned to FTI with a FTI RMA number referenced on the return shipping document. The FTI RMA number must accompany the failed product for the Warranty to be honored. FTI shall evaluate the product within a reasonable time period, and if FTI determines that the defect in question is covered by this Limited Warranty, FTI shall replace the Product or part in question as soon as practicable.
- 6. Disclaimer Except for the limited warranty specified herein, the product is provide “as-is” without any warranty of any kind whatsoever including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. If any implied warranty cannot be disclaimed in any territory where a product is sold, the duration of such implied warranty shall be limited to the duration of the applicable warranty period set forth in section 2 above. Except as expressly covered under the limited warranty provided herein, the entire risk as to the quality, selection and performance of the product is with the original purchaser.
- 7. Limitation of Liability to the maximum extent permitted by law, FTI is not liable under any contract, negligence, strict liability or other legal or equitable theory for any loss of use of the product, inconvenience or damages of any character, whether direct, special, incidental or consequential, resulting from the use of the product, relating to warranty service, or arising out of any breach of this limited warranty, even if FTI has been advised of the possibility of such damages. The sole remedy for a breach of the foregoing limited warranty is replacement of the defective or non-conforming product or part. The maximum liability of FTI under this warranty is limited to the purchase price of the product covered by the warranty. The foregoing express written warranties and remedies are exclusive and are in lieu of any other warranties or remedies, express, implied or statutory. Some states do not allow exclusions or limitation or incidental or consequential damages, so the above limitations may not apply. This Limited Warranty provides specific legal rights, and you may also have other rights which vary from state to state.
- 8. Notices All notices and other communications provided for herein shall be sent to the address, email and/ or fax number set forth below:

Fortel Traffic, Inc.
5310 East Hunter Avenue
Anaheim, CA 92807
Email: service@forteltraffic.com
Fax: (714) 693-8627

- 9. Transportation and Insurance For all Warranty repair work, the product shall be returned to FTI, either directly or via the dealer, with all transportation and appropriate insurance charges prepaid by the customer or end user. Following correction of defect, the product shall be returned to the purchaser with all transportation charges prepaid by customer or end user. The party initiating the transportation

of the product shall assume the responsibility for loss or damage during shipment and be responsible for collecting insurance indemnification relief.

10. Product Length of Warranty – One (1) year All products manufactured by FTI, unless otherwise specified, are warranted to be free of defects in materials and workmanship for a period of one (1) year from the date of original retail purchase or customer/ end user acceptance per the requirements of the specifications.
11. Governing Law This Limited Warranty shall be governed by the laws of the State of California.
12. Transfer This Limited Warranty is not assignable or otherwise transferable without the express written consent of FTI.
13. Registration Form:

Customer Name:
Full Address:
Model Number(s):
Serial Number(s):
Date of Purchase:
Date of Shipment:

This warranty is limited to the original retail purchaser, customer, or end user and is further limited to the availability to FTI of parts after five (1) years from the date of purchase. Except where the product is used or purchased primarily for the purchaser's personal or family use, this Warranty is in lieu of all other warranties expressed or implied, including without limitation, any implied warranties or merchantability or fitness for a particular purpose, if any, and said implied warranties are hereby expressly excluded and disclaimed.

FTI shall not be liable for consequential, incidental or other types of damages, including without limitation, loss of use, lost profits, and personal injury. FTI expressly excludes and disclaims such damages resulting from or caused by this warranty, whether or not liability for such damages is due to tort (including negligence), contract, warranty, or strict liability.

Except as expressly contained herein, FTI makes no other warranties, expressed or implied, with respect to its products and disclaims the same.

Note: Extended warranty contracts may be purchased directly from FTI by contacting the service department at (714) 701-9800 or service@forteltraffic.com