

Limited System and Product Warranties

5-Year Limited System Warranty

TSC supplies fully integrated and factory tested in-roadway warning lighting systems. TSC's systems are backed by a 5-year limited system warranty on all core components of the system purchased from and integrated by TSC. Core components are defined as the system controller, fixtures, base cans, fixture connectors, LED signs, and activation devices that are set forth in the TSC Price Book. The warranty excludes any components not purchased from TSC including, but not limited to, signs, beacons, lamps, batteries, solar panels, and activation devices. To avoid invalidating the TSC 5-year limited system warranty all components of the system connected to the system controller must be listed on the Submittal Form and be approved by TSC for connection to the system controller. Adding components not listed on the Submittal Form voids the 5-year system warranty and the 1-year product warranty on the system controller. System components that are integrated into the system, but not purchased from TSC, are excluded from the 5-year system warranty and 1-year product warranty. Core components covered by the system warranty are warranted to be free of material defects for a period of five years from the date of shipment.

1-Year Limited Product Warranty

For all products manufactured by TSC, but not purchased as part of a complete system, TSC provides a 1-year limited product warranty which warrants them to be free of material defects for a period of one year from the date of shipment.

Warranty Limitations

TSC makes no warranties, express or implied, other than those stated herein. For example, TSC does not warranty the workmanship of the installer, damage caused by acts of nature, vandalism, improper installation, improper maintenance or abuse. **Note:** The warranty period of fixtures covered under the 5-year system warranty is reduced to two years when fixtures are subjected to abrasive materials or chemicals. TSC is not an engineering firm and makes no expressed or implied warranty as to the applicability of its products or systems in any specific situation, application or location: such decisions are the responsibility of the owner, design engineer and/or others. Therefore, as to all goods sold by TSC, TSC hereby disclaims any implied warranty of merchantability or implied warranty of fitness for a particular purpose and Buyer agrees that TSC shall not be liable for any special, indirect, incidental, consequential or liquidated damages of any kind, whether the Buyer's or any other claim is based upon contract, tort or any other legal theory.