



TRANSIGN – LED Destinator Electronic Sign Warranty Statement

Transign LLC (“Transign”) provides the original Buyer of the delivered LED Destinator sign(s) (“Article”) a limited warranty subject to the following:

- a) The limited lifetime warranty on LED Destinator signs is valid for the life of the vehicle on which the Articles were first installed, or 10 years of service, whichever occurs first.
- b) Transign warrants that the Articles conform to final specifications, drawings and other descriptions agreed to in writing by the Buyer and that the Articles are free from defects in materials and workmanship.
- c) Transign’s obligation under this warranty, and the sole and exclusive remedy of the Buyer, its successors or assigns for a breach therefor, is limited to the repair or replacement by Transign without charge of any Article which has been returned to Transign and which is not in accordance with this warranty; provided, however, that:
 - 1) Transign must be notified in writing of the defect or non-conformity and the affected Article returned to Transign within thirty (30) days after discovery of such defect or non-conformity;
 - 2) if Transign is unable to repair or replace defective or non-conforming Articles within a reasonable time after receipt, the Buyer shall be credited for their value at the original purchase price,
 - 3) Transign shall not be responsible for costs of removal and reinstallation from any vehicle or fixed location; and
 - 4) Buyer shall maintain records, to which Transign is to be given reasonable access, which will accurately reflect operating time and maintenance performed on the Articles and establish the nature of any unsatisfactory condition of the Articles.
- d) Transign shall have the sole right to determine whether returned Articles shall be repaired or replaced.
- e) If a new replacement part is sent out at the Buyers request, the part must be purchased in full. A full credit will be issued once Transign receives the part back and determines it’s defective. If the article applies to section (i), parts will not be credited.
- f) If the Buyer requests a part to be repaired, it must be shipped back to the factory and if the part is determined to be defective, the part will be replaced or repaired at no charge and shipped back. If the part has been altered, modified or repaired, the total cost of the repair, including labor will be quoted to the Buyer with approval before any repairs are done or parts are replaced.
- g) Unless otherwise agreed, and except as may be necessary to comply with this warranty, Transign reserves the right to make changes in its products without any obligation to incorporate such changes in any product manufactured theretofore.
- h) Transign shall assume shipping costs for defective or non-conforming Articles to Transign’s facilities. If subsequent inspection by Transign discloses that the returned Article does not require repair or replacement, the Buyer will be charged for all shipping expenses.
- i) This warranty will not apply if the Article has been subjected to:
 - 1) any maintenance, overhaul, installation, mounting, storage, operation, or use, handling or environment which is improper or not in accordance with Transign’s instructions and specifications
 - 2) any alteration, modification, or repair by anyone other than Transign or its authorized representative; or
 - 3) any accident, misuse or neglect after delivery of the Article to Buyer. This warranty shall not apply to any Article to the extent that the defect or non-conformity is attributable to any part not supplied by or approved by Transign and shall not apply to any Article for which Transign has not received payment in full, including interest, if any.
- j) All other representations, warranties and conditions, whether express or implied, statutory or otherwise, such as warranties or conditions, of merchantability or fitness for a particular purpose, are hereby excluded and disclaimed to the extent they exceed the warranty granted herein.

LIMITATION OF LIABILITY: Transign’s liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any article covered by this warranty statement shall in no case exceed the price allowable to the article which gives rise to the claim. In no event shall Transign be liable for special, incidental or consequential damages (including, but not limited to, loss of profits, personal injury or death). Buyer acknowledges the reasonableness of this limitation of liability.

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