

## DIAMOND TRAFFIC PRODUCTS' LIMITED WARRANTY FOR ROAD RUNNER 3 UNITS

1. High Leah Electronics, Inc., dba Diamond Traffic Products (DTP) warrants a ROAD RUNNER 3 to be free from defects in regard to materials and workmanship for a period of five (5) years from the original invoice date. The obligation of DTP under this Limited Warranty is limited to repairing or replacing a ROAD RUNNER 3 (RR3) Unit, or any part, which DTP finds to be defective after the customer has returned a ROAD RUNNER 3 Unit to DTP. The return of ROAD RUNNER 3 Units for warranty claims must follow DTP Return Material Authorization (RMA) procedures which are outlined at <http://diamondtraffic.com/page/Return-Policy>.
2. Diamond Traffic Products is not responsible for, and the above DTP Limited Warranty regarding a ROAD RUNNER 3 Unit does not cover:
  - 2.1 Damage to Airtswitch piezo elements (see ROAD RUNNER 3 product information for repair charges separate from this Warranty).
  - 2.2 Damage to communication port pins or plug.
  - 2.3 Any ROAD RUNNER 3 Unit that has been stolen.
  - 2.4 Physical damage caused by improper installation, accident, exposure to temperatures below -40°F or above 160°F, damage by terrorism, lightening, flood, fire, tornadoes, or other acts of God or weather related damage.
3. Any and all disputes arising out of or relating to the purchase or use of a ROAD RUNNER 3 Unit, including any warranty claims, will be governed by the laws of the State of Oregon without regard to any conflicts of law principles. Any warranty claims, litigation or actions against DTP arising out of or relating to a ROAD RUNNER 3 Unit must be brought only in the Circuit Court of the State of Oregon for Lane County, or the US District Court for the District of Oregon, and by purchasing or accepting delivery of a ROAD RUNNER 3 Unit, the purchaser of a ROAD RUNNER 3 Unit hereby consents to the personal jurisdiction and venue of the aforementioned courts, and the purchaser of a ROAD RUNNER 3 Unit agrees not to attempt to transfer any such litigation, claim or action to the jurisdiction or venue of any other court.
4. This Limited Warranty of DTP regarding a ROAD RUNNER 3 Unit is the only warranty of any type or kind made by DTP in regard to a ROAD RUNNER 3 Unit, and this Limited Warranty is in place of and in lieu of all other warranties of every type and kind, either express or implied, including any implied warranty of merchantability, or implied warranty of fitness for a particular purpose. In no event shall DTP be liable for any incidental or consequential damages, including but not limited to, lost profits, loss of use of a unit or otherwise, whether or not any claim, action or litigation is based upon a theory of negligence or any other tort or any other type of breach of warranty or breach of contract, or any other legal theory.
5. Some states do not allow limitations regarding the duration of an Implied Warranty, and do not allow the exclusion or limitation of incidental or consequential damages, and it is possible the above limitations or exclusions in this Limited Warranty may not pertain to a particular purchaser. The purchaser of a ROAD RUNNER 3 Unit may also have other rights which vary from state to state, provided that whenever allowed in any jurisdiction the Limited Warranty of DTP regarding a ROAD RUNNER 3 Unit shall be limited in all particulars to the terms and provisions of this Limited Warranty of DTP regarding a ROAD RUNNER 3 Unit.
6. Purchasers of a ROAD RUNNER 3 Unit must inspect the Unit delivered, including all materials and equipment upon receipt, and must notify DTP at within ten (10) calendar days of delivery of the Unit regarding any material damage, defects or non-conforming items. In absence of any such notification, all delivered materials and equipment shall be deemed by DTP to have been accepted by the purchaser as received. Purchasers of a ROAD RUNNER 3 Unit who do not reside in the State of Oregon may have additional rights regarding warranty matters which vary from state to state within the United States of America.
7. DATED this 1<sup>st</sup> day of February, 2017.