



WARRANTY STATEMENT

High Sierra Electronics, Inc. (HSE) warrants that the equipment it manufactures is free from defects in materials and workmanship, as follows:

- Non-Intrusive Road Surface Sensors for 2 Years from Warranty Start Date
- All other HSE manufactured equipment for 3 Years from Warranty Start Date

For product purchases, warranty shall begin upon delivery of product to the purchaser. For system/construction contracts and projects, the warranty start date for each site or installation shall be the first of; the date of the commencement of beneficial customer use of the product (even if certain sites, components, options or accessories included in the project are scheduled for later delivery or installation), upon completion of system installation, or 3 months from the date of factory shipment.

If equipment fails due to defects covered by this warranty and HSE is notified of the failure within the applicable warranty period, the following shall apply. Purchaser obtains a Return Materials Authorization (RMA) from HSE and returns the equipment to the HSE factory for diagnosis. HSE will correct any such failure by, at its sole discretion, either repairing any defective or damaged equipment, providing a replacement in exchange for the defective product, or by providing any necessary replacement part(s) required to restore it to its normal operation, and will return it to Purchaser.

Force majeure statement: This warranty shall be void in its entirety if equipment is damaged by Acts of God, power surge, misuse, abuse, negligence, modification without prior approval, accident, wear and tear, mishandling, misapplication, intrusion of or exposure to liquids, or other causes unrelated to defective materials or workmanship. Any equipment repaired or replaced by HSE shall be covered by this warranty for the longer period of ninety (90) days from date of repair or the remainder of the original three (3) year warranty.

Equipment that fails under conditions other than those covered above will be repaired at the Buyer's expense at the price of parts and labor in effect at the time of repair. Such repairs are warranted for a period of ninety (90) days from the date of reshipment to the Buyer. Replacement or spare components are also warranted for a period of ninety (90) days from the date of shipment.

HSE warrants that the installation material and the quality of installation is free from defects in materials and workmanship and is warranted for one (1) year.

Equipment supplied by HSE and manufactured by others carries the respective manufacturer's warranty. HSE assumes no warranty obligation either expressed or implied for equipment manufactured by others and supplied by HSE. Other manufacturer's equipment supplied by HSE can be serviced through HSE.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.