

PRODUCT LIMITED WARRANTY POLICY

LIMITED WARRANTY

Specialty Manufacturing Incorporated (SMI) warrants its products against defects in materials and workmanship for the time stated and to the extent and subject to the limitations set forth below:

STOP ARMS AND CROSSING ARMS: Two (2) years for all components from the date of manufacture (as evidenced by the SMI product labels on the product).

PROLO, TRIPLE VALUE, DUAL PURPOSE, POWER and MSV ROOF HATCHES: Two (2) years on all electrical components, and five (5) years on all other components from the date of manufacture.

190 SERIES HATCH PRODUCTS: One (1) year from the date of manufacture.

DRIVER ALERT AND MERGE ALERT: Five (5) years from the date of manufacture.

FLUORESCENT INTERIOR LIGHTING AND OVERHEAD PARCEL RACK SYSTEMS: Five (5) years from the date of manufacture.

LED INTERIOR LIGHTING SYSTEMS: Twelve (12) years from the date of manufacture. The malfunction of 14 adjoining or 5% of the total LED's in the same light fixture of any length in a solid state LED interior lighting system will constitute a warranty claim. It is normal for LED's to experience a reduction of light output of 20% - 30% and this reduction of light output does not constitute a warranty claim.

STEP TREAD: Three (3) years from date of manufacture.

ALL OTHER SMI PRODUCTS (Including all service/replacement parts): One (1) year from the date of manufacture.

This limited warranty extends only to the original purchase of products from SMI by an original equipment manufacturer, dealer, or distributor (the "Buyer").

All product warranties apply <u>ONLY</u> to defective components, not full assemblies. SMI's sole and exclusive obligation (and Buyer's sole and exclusive remedy) with respect to this limited warranty shall be to, at its option, provide repair or replacement (provided suitable replacement parts are available), or issue credit (non-repairable or non-replaceable parts) ONLY for those components assessed by SMI as defective. Repaired or replaced products will remain under warranty for the remainder of the original warranty period.

To request warranty service you must call SMI at (800) 951-7867 within the warranty period stated above, with the SMI part number and a complete description of the problem, or send an e-mail to: Warranty@smiglobal.net.

If warranty service is required, SMI will issue a Return Material authorization number (RMA). You must ship the defective product back to SMI within the warranty period in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. To be considered for credit, THE RMA NUMBER MUST BE IDENTIFIED ON ALL RETURNED PRODUCTS AND PARTS MUST BE RETURNED WITHIN 30 DAYS OF THE INITIAL RMA FILE DATE.

EXCLUSION FROM COVERAGE

This warranty applies only to the operation or use of the covered product under conditions for which it was designed, and does not cover any loss or damage resulting from external causes beyond our control such as dropping the product, collision with an object, theft, vandalism, environmental conditions, such as fire, flooding, windstorm, hail, or earthquake, misuse, abuse, neglect or accidental damage resulting from improper use of any electrical power source, service not authorized by SMI, negligent installation or operation, failure to follow documented procedures, use of non-SMI parts in conjunction with products of SMI's manufacture, abuse, or general misuse of the product. In addition, this warranty does not apply to damage done to step treads caused in whole or in part by cuts, tears, damage from high heels, pivot points, spiked footwear, improper installation or maintenance, solvent based cleaners, sub-floor and/or substrate irregularities, moisture, or any other accidental or intentional damage.

Routine and preventive maintenance must be performed by the Buyer as recommended by the manufacturer. Loss or damage resulting from the failure to abide by the manufacturer's recommended maintenance is specifically not covered by this limited warranty.

Any attempt to deface, remove, alter, or paint over the serial numbers and/or date of manufacture will void the warranty.

GENERAL POLICY

- Failure to comply with above statements will void this limited warranty.
- SMI assumes no responsibility or liability for the expense incurred for removal and/or installation of product requiring service and/or repair; or for the expense of packaging and handling; or for the handling of product returned to sender after necessary service or repair.
- Except as expressly provided in this limited warranty, there are
 no other express or implied warranties for the products;
 including without limitation any implied warranties of
 merchantability or fitness for a particular purpose.

IN NO EVENT WILL SMI BE LIABLE FOR MONETARY DAMAGES (REGARDLESS OF THE CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE) OR FOR ANY LOST PROFITS, LOST SAVINGS, INCIDENTAL DAMAGES OR OTHER CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE DAMAGES, EVEN IF SMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY BUYER BASED ON ANY THIRD PARTY CLAIM OR FOR ANY COSTS OR ATTORNEY FEES INCURRED BY THE BUYER.

THIS LIMITED WARRANTY POLICY SUPERCEDES ALL PREVIOUS WARRANTY POLICIES. SMI RESERVES THE RIGHT TO MODIFY, WITHOUT NOTICE, THIS LIMITED WARRANTY POLICY AT ANY TIME, AND AT SMI'S SOLE DISCRETION.