

## FlexRad® Light Products

MetroSpec Technology, LLC (“MST”) warrants to the original PURCHASER that FlexRad lighting products (the “Products”) will be free from material defects in materials and workmanship under normal use for a period of eighty-four (84) months from the original date of shipment to the PURCHASER (the “Warranty”). The Warranty applies only to the original PURCHASER of the Product and only if the Product has been properly assembled, installed, and operated in accordance with MST specifications and operating guidelines.

MST will, at its option, repair or replace any Product or component that fails to comply with the Warranty (a “Defective Product”), or refund the purchase price of the Product. At MST’s direction, the Defective Product will be made available or shipped to MST, at PURCHASER’s sole cost and expense. MST shall have the sole and absolute right to determine the cause of any Defective Product.

The Warranty shall be void if any MST product identification or serial number has been removed or defaced from the Product, or if the Product has been modified in any respect. The Warranty shall also be void if proper ESD (Electrostatic Discharge) or cleanliness precautions are not taken when handling or installing the Product, if the Product is used inappropriately or for any unintended purpose, or if the Product is otherwise used contrary to MST specifications and operating guidelines.

Notwithstanding anything in this Limited Warranty Statement to the contrary, the Warranty does not apply to degradation of color or light output, to the finish (i.e. paint or plating), or to normal “wear and tear” of wearable parts, such as connectors or wiring, and does not apply if maintenance performed and/or damage caused is a result of modification, alteration or repairs performed by anyone other than MST or its designated representatives. Misuse of the Product as defined by MST includes, but is not limited to, improper installation, mechanical damage of any kind, over voltage or over current, over temperature operation, accident, abuse, neglect or an act of God.

Neither the Warranty nor any other warranty of any kind, statutory, implied or otherwise, shall apply to secondhand or used MST products.

THE WARRANTY IS THE SOLE WARRANTY FOR THE PRODUCTS. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PRODUCT IS NOT WARRANTED TO MEET THE REQUIREMENTS OF ANY SAFETY CODE OF ANY STATE, MUNICIPALITY OR OTHER JURISDICTION AND PURCHASER ASSUMES ALL RISK AND LIABILITY RESULTING FROM ITS USE.

ANY IMPLIED WARRANTY WHICH BY LAW MAY NOT BE EXCLUDED IS LIMITED IN DURATION TO THE STATED WARRANTY PERIOD.



NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY STATEMENT TO THE CONTRARY, MST SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, INSTALLATION, DOWN TIME, TRAVEL TIME OR LOSS OF USE) UNDER ANY LEGAL THEORY, EVEN IF MST WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF MST, IF ANY, RELATING TO THE PRODUCTS, THE WARRANTY AND/OR THIS LIMITED WARRANTY STATEMENT SHALL IN NO EVENT EXCEED THE PRICE PAID BY PURCHASER TO MST DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH PURCHASER MAKES ANY CLAIM AGAINST MST RELATING TO THE PRODUCTS, THE WARRANTY AND/OR THIS LIMITED WARRANTY STATEMENT.

The remedies of PURCHASER set forth herein are exclusive and are the total liability of MST with respect to the Products. Notwithstanding anything in this Limited Warranty Statement to the contrary, the totality of MST's liability for any Product shall not exceed the purchase price of the Product upon which liability is based.

MST reserves the right to change Product design without notice. In situations in which MST has changed a Product design, MST shall have no obligation to upgrade or otherwise modify previously manufactured Products.

No MST dealer, agent or employee is authorized to make any modification, extension or addition to the Warranty.

#### **Products covered by the warranty:**

FlexRad<sup>®</sup> light systems and assemblies. This warranty covers Products shipped on or after July 1, 2015.

#### **Products not covered by the warranty:**

Wiring, cables, and optical components. Any component or damage caused by any component originally provided by the PURCHASER. Any product not manufactured by MST.

#### **Questions concerning this limited warranty may be directed to:**

**MetroSpec Technology, LLC**  
Customer Service Department  
2401 Pilot Knob Road, Suite 108  
Mendota Heights, MN 55120  
651.452.4800

[www.metrosectech.com](http://www.metrosectech.com)



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