



FlexRAD™ Light Products — Limited Warranty Statement

MetroSpec Technology, LLC (“MST”) warrants to the original PURCHASER that FlexRAD lighting products will be free from defects in materials and workmanship under normal use for a period of thirty-six (36) months from the original date of shipment to the PURCHASER. This 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.

During the warranty period, MST will, at its option, repair or replace the defective Product or component, 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 cost. MST shall have the sole right to determine the cause of any defect.

This warranty is void if any MST product identification or serial number has been removed or defaced, or if the Product has been modified. The warranty is also 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 otherwise used contrary to MST specifications and operating guidelines.

This 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 this warranty or any other warranty of any kind, statutory, implied or otherwise, shall apply to secondhand or used MST products.

THE WARRANTY SET FORTH ABOVE 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.

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 remedies of PURCHASER set forth herein are exclusive and are the total liability of MST with respect to the Products. Notwithstanding any provision of this warranty, 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 this warranty.

Products covered by the Warranty:

FlexRAD™ light systems and assemblies.

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 Ste 108
Mendota Heights, MN 55120
651 452-4800
www.flexrad.com