

# **Roadline Products, Inc., U.S.A.**

## **Product Limited Warranty**

Roadline Products, Inc., U.S.A. warrants all pavement striping and marking equipment manufactured by it, **HEREINAFTER REFERRED TO AS "Roadline"** and bearing its brand names to be free from defects in material and workmanship at the time of sale. Roadline will for a period of 12 months from the date of sale, repair or replace any part of the equipment proven defective. Repair or replacement under this warranty shall be purchaser's sole remedy for breach of this warranty. Products furnished by but not manufactured by Roadline will carry only the warranty of the original manufacturer, if any. If not otherwise prohibited by federal statute of the appropriate state having jurisdiction, Roadline does not warrant and disclaims to the full extent permitted by law all implied warranties of merchantability and fitness for a particular purpose for accessories, materials, equipment, components and products not made by Roadline.

This warranty shall not apply if the product has been subject to misuse, negligence, accident or tampering or has not been operated or installed in accordance with Roadline's recommendations. This warranty does not cover and Roadline shall not be liable for any damage, wear or malfunction caused by the following: 1) Improper or inadequate maintenance; 2) Abrasion or corrosion; 3) Substitution of non-Roadline components, parts; 4) Roadline shall not be liable for the improper design, manufacture, installation, operation or maintenance of accessories, components, or materials not supplied by Roadline; 5) Roadline shall not be liable for damage or wear caused by incompatibility with Roadline equipment or materials, equipment and accessories not supplied by Roadline.

This warranty applies only to the original purchaser and only when the equipment is installed, operated and maintained in accordance with Roadline's written recommendations or instructions. Purchaser must, with transportation prepaid, return the equipment claimed to be defective to Roadline for verification of the claimed defect. If the alleged defect is verified, Roadline will, at its option, repair or replace any defective parts. The equipment will be returned including prepayment of transportation charges to the original purchaser. If no defects in material and workmanship are found, repairs will be made by Roadline at a reasonable charge. Charges may include the cost of parts, labor and freight.

No statement of recommendation made or assistance given by Roadline or its representatives to purchaser, lessee or user or its representatives shall constitute a warranty by Roadline or a waiver or modification of any of the provisions hereof to create any liability for Roadline. No sample or model shall create an express warranty that the products shall conform to any sample or model exhibited by Roadline.

**THERE ARE NO WARRANTIES WHICH EXTEND BEYOND DESCRIPTION ON THE FACE HEREOF. IF NOT OTHERWISE PROHIBITED BY FEDERAL STATUTE OR STATUTE OF THE STATE HAVING JURISDICTION, ROADLINE DOES NOT WARRANT AND DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY NON CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITY BASED ON NEGLIGENCE OR STRICT LIABILITIES AND THE BUYER AGREES THAT THE EQUIPMENT IS SOLD AS IS. Every form of liability is expressly excluded and denied for direct, indirect, special or consequential damages or loss. This warranty shall be in lieu of any other warranty expressed or implied. The terms of this warranty constitute purchaser's sole and exclusive remedy. In no case shall Roadline's liability exceed the amount of the purchase price. Nothing contained in this warranty is intended or shall be construed to violate any Federal Consumer Protection Statute or other similar legislation of the appropriate state having jurisdiction.**