

ATM WARRANTY & RETURNED GOODS POLICY

Statement of Warranties:

(1) What Is Covered By This Warranty And Exclusive Remedies. Advance Traffic Markings (“ATM”) warrants that the product that is the subject of this sale (“product”) (a) conforms to ATM’s published specifications, and (b) is free from defects in material or workmanship. This warranty extends to the original purchaser only. The duration of this warranty is for one year. The warranty period begins on the date of delivery to the original purchaser. If the purchaser discovers within this period a failure of the product covered by this warranty, it must promptly notify ATM in writing. ATM must receive this notice during the warranty period or within thirty (30) days thereafter. Within a reasonable time after such notification, ATM will provide, at its sole option, either replacement product or refund of the purchase price. The remedies listed in this section are the purchaser’s EXCLUSIVE REMEDIES for breach of warranty. Any action for breach of warranty must be commenced within 15 months following delivery of the goods to the original purchaser.

(2) What Is Not Covered By This Warranty. ATM does not warrant (a) any product, component, or part not manufactured by ATM, (b) defects or damage caused by failure to provide a suitable environment for the product, (c) defect or damage caused by use of the product for purposes other than those for which it was designed, (d) defect or damage caused by natural or man-made disasters, including but not limited to fire, flood, wind, and lightning, (e) defect or damage caused by unauthorized attachments or modification, (f) damage during shipment, (g) failure to properly maintain product, or (h) any other abuse or misuse of the product.

(3) Disclaimer Of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(4) Limitation Of Remedies. In no case shall ATM be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Where restricted by law, the warranty and remedy limitations in this Section and Section (3) will apply to the maximum extent allowed; any implied warranty of merchantability or fitness not disclaimed by operation of law is limited to the duration of the express warranty. This agreement allocates the risks of product failure between ATM and the purchaser. This allocation is recognized by both parties and is reflected in the product price.

(5) No Other Warranties. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties or representations by ATM relating to the subject matter of this agreement. No employee or agent of ATM or any other party is authorized to make any warranty in addition to those made in this agreement.

ATM Shelf Life: All ATM products will be suitable for use up to one full year from date of invoice, provided materials are stored indoors in a cool, dry environment in unopened boxes.

ATM Returned Goods Policy: Upon receiving authorization, ATM will accept returns on all materials provided that:

- 1.) Material is returned in unopened boxes.
- 2.) Material shows no signs of damage due to freight carrier or other means.
- 3.) Material is no more than 6 months old from date of invoice.
- 4.) Material is received on a “freight prepaid” basis.
- 5.) All returns are subject to a 15% re-stocking charge.