



TOMAR STROBECOM™ Warranty

TOMAR Electronics, Inc. warrants that the STROBECOM™ Traffic Preemption System will be delivered in merchantable quality. TOMAR further warrants that, provided the system has been properly installed, operated, and maintained by the purchaser, TOMAR will, at its option, either repair or replace any system component or components except xenon strobe lamps or flash-tubes found to be defective in materials and/or workmanship within (10) ten years from the date of shipment from TOMAR. Xenon strobe lamps or flash-tubes are warranted for (2) two full years from the date of shipment from TOMAR.

TOMAR has designed, developed, and tested each STROBECOM™ Traffic Preemption System component as part of a matched component priority control system which can function by itself or be used in mixed systems side by side with the 3M Opticom™ System on a system wide basis. TOMAR will assume the warranty liability for 3M's Opticom™ components that have had their warranties reduced in duration by 3M due to the customer using TOMAR STROBECOM™ emitters or traffic control components. TOMAR further warrants that its STROBECOM™ System is compatible with 3M's Opticom™ System, except for vehicle ID information, and assumes overall system performance responsibility.

Sale and use of the STROBECOM™ Traffic Preemption System is expressly restricted to authorized agencies of the federal, state, and local governments within their respective jurisdictions. However, because the optical signal generated by STROBECOM™ or OPTICOM™ is not exclusive, TOMAR cannot ensure exclusive activation by the purchaser. It is recommended that authorized users who desire to use their STROBECOM™ emitters with other jurisdictions first obtain prior written approval of each jurisdiction where use is sought.

This warranty does not cover damage to any component due to ordinary wear and tear, misuse, neglect, or accident, or any damage done by extreme atmospheric or weather-related conditions, including chemical corrosion, hail, windstorm, lightning, or flooding, or any system component which has been repaired or modified by persons not authorized by TOMAR so that in TOMAR's sole judgement, the stability or reliability of such component is adversely affected.

THIS WARRANTY IS MADE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED OR ANY AFFIRMATION OF FACT OR REPRESENTATION EXCEPT AS SET FORTH HEREIN.

REMEDY

TOMAR Electronics, Inc.'s sole responsibility and liability, and purchaser's exclusive remedy shall be limited to the repair or replacement at TOMAR's option, of a part or parts not so conforming to the warranty. All products requiring warranty service shall be returned to TOMAR shipping prepaid. TOMAR will return repaired or replaced products to the purchaser via prepaid ground transportation. In no event shall TOMAR Electronics, Inc. be liable for damages of any nature, including incidental or consequential damages, including but not limited to any damages of any nature, including but not limited to any damages resulting from non-conformity, defect in material or workmanship. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

