

Rail Signal Limited Warranty

LED RAIL SIGNAL WARRANTY

For a period of forty-eight (48) months from the date of shipment by GE Lighting Solutions, LLC ("GE Lighting Solutions"), GE Lighting Solutions warrants to the original purchaser ("Purchaser"), that the LED signal modules for railway applications (GE Lighting Solutions product codes beginning with RG, RM or TR) ("Products") will: (1) be free from defects in material and workmanship, and (2) meet GE Lighting Solutions' published specifications on the date of shipment.

REMEDY

If any Product does not meet the above warranties, and if Purchaser notifies GE Lighting Solutions in writing within thirty (30) days after discovery of the defect, GE Lighting Solutions, at its discretion, will, itself or through others, repair, or replace the Product that GE Lighting Solutions assesses to be inoperable due to original material or workmanship defects.

TERMS AND CONDITIONS

It is a condition of this warranty that: (1) the Purchaser submit in writing all claims of product defect within the above-specified warranty period, (2) the Purchaser prepays all freight, insurance and other transportation charges to return the Product(s) to GE Lighting Solutions for warranty coverage verification, repair or replacement, and (3) GE Lighting Solutions retains all replaced parts and Product(s).

This warranty does not cover (1) product advice or assistance that GE Lighting Solutions provides as a courtesy, (2) removal or reinstallation of Product(s), and (3) defects or damage as a result of accident, purchaser modification, abuse, misuse, abnormal use (including, but not limited to, the operation at temperatures outside the declared operating temperature range as measured on the exposed rear of the module, voltage levels outside the rated range or failure to follow published installation instructions), improper maintenance, service, or repair, use in violation of any applicable standard, code or instructions for use, including those contained in the latest American Railway Engineering and Maintenance of Way Association, vandalism, or abnormal use including, without limitation, improper storage, incorrect installation and acts of God.

WARRANTY AND DAMAGES LIMITATIONS

In no event shall this warranty apply to OEM or component-part buyers. All replacement Products are warranted only for the remainder of the original warranty of the Products replaced. Replacement Products will be equivalent in function, but not necessarily identical in appearance or model number, to the replaced Products. Purchaser assumes all risks and liability whatsoever in connection with the use or application of a GE Lighting Solutions Product, whether or not through a contract, sustained by Purchaser or by any other person. In no event shall GE Lighting Solutions be liable for any other costs or damages including lost profits, incidental, indirect, special or consequential damages. This limitation cannot be waived or amended by any person and is effective even if GE Lighting Solutions or its representative is advised of, or might have anticipated, the possibility of such damages. This limitation of liability may not apply to damages related to personal injury or death in jurisdictions where such damages may not be disclaimed as a matter of law.

REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY FOR CLAIMS BASED ON DEFECT IN OR FAILURE OF PRODUCTS OR SERVICES, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, AND GE LIGHTING SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall GE Lighting Solutions be liable for any other costs or damages including lost profits, incidental, special or consequential damages.

WARRANTY SERVICE CLAIMS

The Purchaser must obtain a Return Material Authorization (RMA) number from a GE Lighting Solutions Customer Service Representative by calling +1-888-MY-GE-LED (1-888-694-3533) for North America or +1-216-266-2419 (worldwide) or from a local distributor.