



Global Traffic Technologies

Canoga™ Traffic Sensing System

Canoga™ Vehicle Detectors

Warranty Coverage

Global Traffic Technologies, LLC (“GTT”) offers the following exclusive limited warranty coverage for its Canoga™ Traffic Sensing System and Canoga™ Vehicle Detectors (“Canoga™ Products”). This warranty is made for the exclusive benefit of the original End User of the Product and shall not accrue to the benefit of any other user, third party or dealer unless otherwise required by law.

Description

The Canoga™ Traffic Sensing System includes Canoga 702 Non-invasive Microloop™ Sensors, Canoga 701 Microloop Sensors, Canoga 30003 Home-run Cable, Canoga Traffic Monitoring Cards (all two-channel and four-channel models) and installation components.
This coverage also applies to Canoga C900 Series Vehicle Detectors (all two-channel and four-channel models).

Warranty Period

The Warranty Period for GTT’s Exclusive Limited Warranty on all Canoga™ Products is 7 years from date of shipment by GTT per the terms below.

Exclusive Limited Warranty: GTT warrants that, during the Warranty Period described above, its Canoga™ Products will deliver the same level of system operability and functionality as defined in the published GTT specifications applicable to the version of Product purchased. **THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY RELATING TO THE CANOGA PRODUCTS SOLD OR MANUFACTURED BY GTT. GTT MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ITS CANOGA PRODUCTS. GTT SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES REGARDING ITS CANOGA PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM A COURSE OF DEALINGS OR USAGE OF TRADE.**

Warranty Exclusions: This Warranty shall not apply to any defect or impairment of operability or functionality resulting from or caused by: (1) alteration, misuse, incorrect installation, neglect of the Product or damage due to accident; (2) repair or modification of the Product by persons not authorized by GTT; (3) extreme atmospheric or weather conditions; (4) events or use outside the normal or anticipated course; or (5) improper packaging or damage during shipment by the End User or party other than GTT. In addition, the Canoga Traffic Sensing System integrates matched components. To assure system integrity and optimal performance, the Canoga traffic monitoring card, Canoga 702 non-invasive Microloop™ sensors, carriers and installation kits must be GTT matched components. Canoga C900 Series vehicle detectors must be used with GTT recommended components and practices to assure optimal performance. The use or integration of any GTT product with any non-GTT or non-GTT recommended product shall void all GTT warranties with respect to GTT's Canoga Products.

Remedies and Limitation of Liability: In the event that any Canoga Products sold or manufactured by GTT fail to conform to the terms of GTT's Exclusive Limited Warranty as provided herein, the original End User's exclusive remedy shall be limited to return of the non-conforming goods to GTT for repair, replacement, or refund of the purchase price paid for the Products, said remedy to be determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the end user. All claims for non-conformance or breach of warranty shall be deemed waived unless the Products are returned to GTT within 30 days of discovery of the alleged non-conformance. **IN NO EVENT SHALL GTT BE LIABLE FOR**

ANY OTHER INJURY OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF GOOD WILL, ATTORNEYS' FEES, DAMAGE TO BUSINESS OR BUSINESS RELATIONSHIPS OR OTHER FORMS OF ECONOMIC LOSS ARISING FROM, CONNECTED WITH, OR RELATING TO GTT'S ACTS OR OMISSIONS, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF ANY CONTRACTUAL TERM OR LEGAL DUTY IN CONTRACT, TORT, STATUTE OR OTHER THEORY OF LIABILITY. In addition, because GTT Products are installed by other parties in a variety of applications, and are used by trained professionals under often extreme emergency conditions, GTT shall not be liable for any personal injury, wrongful death or property damages caused by or arising from any alleged defect, non-conformance, or failure of its Products to function, operate or perform, whether asserted in warranty, contract, tort or other theory of liability. No action, regardless of form, arising out of or alleging either a breach of any warranty or a breach of any contractual term or legal duty by GTT may be brought more than one year after the cause of action accrues.

Warranty Claim Process: Contact your authorized Canoga system dealer, or contact GTT technical service at 1-800-258-4610 or download a warranty & services request form at www.gtt.com.

Outside the United States please contact our headquarters in St. Paul, MN at +1 651-789-7333 for assistance in locating an authorized repair facility servicing your country.

Limited Out of Warranty Repair Service Coverage: GTT may, at its option, provide out-of-warranty repair service for Canoga™ Products at a fixed price per unit.

Severability: Should any portion of this Warranty be declared void or otherwise rendered without effect, the remaining provisions of the Warranty shall continue in full force and effect.