



# Global Traffic Technologies Opticom™ Infrared System

## Warranty Coverage

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

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<b>Description</b>	Opticom™ Infrared System Components Covered: <ul style="list-style-type: none"><li>• Intersection Components: Detectors and Phase Selectors</li><li>• Vehicle Components: Emitters Series 592, 4592, 9592, 492, 792, 794</li></ul>
<b>Warranty Period</b>	GTT’s Exclusive Limited Warranty shall cover its Opticom Infrared System for a period of 10 years from the date of shipment by GTT. After the initial 5 year period, a fixed repair charge will apply for any Component returned for repair.  In the case of Emitters, a fixed repair charge will apply through the end of the Warranty Period either after the initial 5 year period or after the first three hundred million emitter “flash counts,” whichever occurs first.

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**Exclusive Limited Warranty:** GTT warrants that, during the Warranty Period described above, its Opticom™ Infrared System will deliver the same level of system operability and functionality as defined in the published GTT specifications applicable to the version of Components purchased. **THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY RELATING TO THE OPTICOM INFRARED SYSTEM SOLD OR MANUFACTURED BY GTT. GTT MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ITS OPTICOM INFRARED SYSTEM. GTT SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES REGARDING ITS OPTICOM INFRARED SYSTEM, 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 (A) incandescent lamps (confirmation lamps) or (B) to any defect or impairment of operability or functionality resulting from or caused by: (1) alteration, misuse, incorrect installation, neglect of the System or damage due to accident; (2) repair or modification of the System 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 Opticom Infrared System integrates an array of matched Components. GTT has designed, developed and tested Opticom Infrared System Components as part of a matched Component system. To assure system integrity and optimal performance, the emitters, detectors, detector cables, phase selectors/discriminators and system software must be GTT Components. The use or integration of any GTT System with any non-GTT Component shall void all GTT warranties with respect to such GTT System.

Sale and use of the Opticom Infrared System is expressly restricted to authorized agencies of government customers, within their specific jurisdictions. However, because the infrared signal generated by the Opticom Infrared System is not exclusive, GTT does not warrant exclusive activation by purchaser. Authorized users who desire to use or coordinate use of the Opticom Infrared System with that of other jurisdictions must first obtain the prior written approval of each authorized user in the jurisdiction where use is sought.

**Remedies and Limitation of Liability:** In the event that any Opticom Infrared System sold or manufactured by GTT fails 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 non-conforming Components, 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 non-conforming Components 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 Systems 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 Systems 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 Opticom system dealer, or contact GTT technical service at 1-800-258-4610 or download a warranty & services request form at [www.gtt.com](http://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.

**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.