

# Rail Signal Limited Warranty

Nela Park  
1975 Noble Road  
East Cleveland, OH 44112  
USA

## LED RAIL SIGNAL WARRANTY

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

## REMEDY

If any Product does not meet the above warranties, and if Purchaser notifies Current in writing within thirty (30) days after discovery of the defect, Current, at its discretion, will, itself or through others, repair, or replace the Product that Current 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 Current for warranty coverage verification, repair or replacement, and (3) Current retains all replaced parts and Product(s).

This warranty does not cover (1) product advice or assistance that Current 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 Current Product, whether or not through a contract, sustained by Purchaser or by any other person. In no event shall Current 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 Current 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 CURRENT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CURRENT BE LIABLE FOR ANY OTHER COSTS OR DAMAGES INCLUDING LOST PROFITS, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

**TO MAKE A WARRANTY CLAIM:** To make a warranty claim, retain the failed products and notify your Current sales representative in writing within thirty (30) days of the failure. This warranty extends only to Purchaser. However, Current will honor, under the terms of this Limited Warranty, valid warranty claims made by Purchaser for the remedy set forth above because of warranty claims made to Purchaser by its customers and indirect customers.