

STATEMENT OF WARRANTIES:

(1) What Is Covered By This Warranty and Exclusive Remedies. Advance Traffic Markings ("ATM") warrants that the product that is the subject of this sale ("product") (a) conforms to ATM's published specifications, (b) is free from defects in material or workmanship and (c) is installed following the recommended procedures. This warranty extends to the original purchaser only. The duration of this warranty is Three months. The warranty period begins on the date of installation by the original purchaser. If the purchaser discovers within this period a failure of the product covered by this warranty, it must promptly notify ATM in writing. ATM must receive this notice during the warranty period or within thirty (30) days thereafter. Within a reasonable time after such notification, ATM will provide, at its sole option, either replacement product or refund of the purchase price. The remedies listed in this section are the purchaser's EXCLUSIVE REMEDIES for breach of warranty. Any action for breach of warranty must be commenced within 15 months following installation of the goods by the original purchaser.

(2) What Is Not Covered By This Warranty. ATM does not warrant (a) any product, component or part not manufactured by ATM, (b) defect or damage caused by failure to provide a suitable environment for the product, (c) defect or damage caused by use of the product for purposes other than those for which it was designed, (d) defect or damage caused by natural or man-made disasters, including but not limited to fire, flood, wind, and lightning, (e) defect or damage caused by unauthorized attachments or modification, (f) damage during shipment, (g) failure to properly maintain product, or (h) any other abuse or misuse of the product

(3) Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF FOR ANY REASON, ATM PRODUCTS ARE APPLIED OUTSIDE OF OUR RECOMMENDATIONS, THE AUTHORIZATION FORM INCLUDED IN EACH BOX MUST BE COMPLETED SIGNED AND FORWARDED TO ATM.

(4) Limitation of Remedies. In no case shall ATM be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Where restricted by law, the warranty and remedy limitations in this Section and Section (3) will apply to the maximum extent allowed; any implied warranty of merchantability or fitness not disclaimed by operation of law is limited to the duration of the express warranty. This agreement allocates the risks of product failure between ATM and the purchaser. This allocation is recognized by both parties and is reflected in the product price.

(5) No Other Warranties. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties or representations by ATM relating to the subject matter of this agreement. No employee or agent of ATM or any other party is authorized to make any warranty in addition to those made in this agreement.

Authorization For Installation Outside Of Manufacturers Recommendations

IF FOR ANY REASON ATM PRODUCTS ARE APPLIED OUTSIDE OF OUR RECOMMENDATIONS, THIS AUTHORIZATION FORM MUST BE COMPLETED, SIGNED AND FAXED (1-252-536-4940) TO ATM WITHIN 24 HOURS.

Date: Time:

PROJECT IDENTIFICATION:

Location:

Weather/Road Conditions:

Prime Contractor: *(Signature)* *(Print)*

Installer: *(Signature)* *(Print)*

Project Manager: *(Signature)* *(Print)*

STATEMENT OF WARRANTIES:

ATM Rumble Strip Application Instructions

- Asphalt must be fully cured, typically after 48hrs old.
- Air and Surface Temperature must be 50°F (10°C) and rising.
- **ATM Primer is required.**
- The ATM Surface Guide is available at www.trafficmarking.com to help determine when road surfaces are suitable for performing installation.
- Pavement surface must be completely dry; no rainfall in the 24 hour period preceding application. Moisture bag test should be used to confirm.
- Surface must be free of any contaminants such as oils, grease, sand dirt, dust, loose aggregate, curing compound, mud, soil and salt.
- Portland cement concrete curing compound must be completely removed by brushing, grinding or sand blasting the road surface.
- Do not apply strips directly on seams, joints, deteriorating markings or substrate.
- Do not overlap strips, always use butt joints.
- Peel the protective cover from the adhesive on the back of the strip and place immediately on the properly prepared road surface.
- Firmly tamp rumble strip in the same direction as the strip was applied using a tamper cart with a minimum of 200lb (90Kg) load. A minimum of 3 passes on each strip is required. Never twist the tamper cart during the tamping process. Repeat tamping process as necessary to ensure strip has completely conformed to the road surface and all edges are firmly adhered to the road surface.
- After installation is completed, roadways can be open to traffic immediately.
- When removing, pull strip at 90 degrees to the pavement.