

## LIMITED WARRANTY DOCUMENT

This product has been produced by Turkey's first and only flexible barrier manufacturer, Raysan Barrier, according to the highest quality standards. This non-transferable warranty covers the first purchaser and is a limited warranty covering products against defects in material or workmanship. It includes only the products purchased by authorized distributors or dealers of Raysan Barrier or authorized websites.

### **Raysan Barrier guarantees this product against:**

#### 1- Material and Workmanship Defects

Raysan Barrier can replace its products or parts free of charge, which have proven to be defective due to improper workmanship and/or materials, within normal installation, use, service and maintenance conditions. If the repair is not suitable, Raysan Barrier can return the product at the purchase price.

#### 2- Damage to Subparts

Raysan will replace the broken parts free of charge as a result of impacts under the promised conditions. If the repair is not suitable or will require me, Raysan Barrier may choose to return the product at the purchase price.

### **How Long is the Coverage Period?**

Two Year Warranty: The warranty period is two years from the documented date of purchase.

### **What Our Warranty Does Not Cover**

- Misuse of products
- The displacement, disassembly and assembly processes of the products have been carried out outside of Raysan Barrier personnel,
- The transport equipment does not apply if the vehicle speed is exceeded.
- It is not valid if the impact to be applied to the products exceeds the specified absorption limits.
- It is not valid against damages that may occur as a result of ground unsuitability.
- It does not cover damage not caused by material and workmanship.
- It does not cover normal wear, tear, scratches, improper installation, improper maintenance, abuse, neglect, the use of sub-equipment manufactured outside of Raysan Barrier excluding paint, coating, labels and covers.
- The product claimed to be faulty can be sent to the Raysan Barrier test center for conformity testing, provided that the shipping costs are covered by the customer. Raysan Barrier may repair or replace at its own discretion. Claim must be made in writing (by registered letter or certified email)
- Raysan reserves the right to detect the existence of the defect and to change the entire product supplied.

## LIMITED WARRANTY DOCUMENT

- Parts damaged during shipping, inexperience in accident-impact use, improper or unauthorized use, unauthorized modifications or tampering repairs, lack of proper maintenance, normal wear and tear, deterioration are excluded.
- Color changes due to atmospheric deterioration are not covered.
- If Raysan Barrier has performed the installation and unauthorized third parties have intervened after the installation, the product will be out of warranty.
- The warranty does not cover damage caused by vehicle or other impact where the product works as designed.
- If the buyer chooses the wrong product despite being correctly guided, the products are out of warranty
- The warranty is not valid if the pole is installed on asphalt, rough surface, curved surface.
- Recommended soil type is C30 – C35.
- Assembly equipment, chemical anchors and anchors are out of warranty
- The maximum compensation under warranty for this product may not exceed the amount paid by the customer for the purchase of the product in dispute and under any name (loss, loss of business, loss of profit, loss of expected profit, loss of contract, loss of revenue, loss of use, loss or damage of goodwill or brand, expected loss of savings, loss of data or use of data, product recall costs, damage to reputation, any consequential, special or indirect loss or damage, material and moral compensation) cannot be claimed.
- Barrier performance will be affected by extreme temperatures. It will reduce the performance of barriers at temperatures below -4°C and above 30°C
- Cleaning of barriers should be done with Raysan cleaning liquid.

### How to File a Claim

Raysan Barrier must be notified in writing by the buyer, together with the photographic documentation of the defect and invoice within 30 days from the discovery, together with the warranty certificate supplied with the product. Raysan will not provide any warranty coverage unless claims are made in compliance with all terms above. Shipping costs will be the responsibility of the buyer when replacement or repair is provided.

### What State Law Applies?

This limited warranty is subject to the laws of the Republic of Turkey. In cases of conflict, the KOCAELI courts will be authorized.

## **DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAYSAN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING IN ANY MANNER ITS PRODUCTS OR PRODUCT CONDITIONS, INCLUDING, WITHOUT LIMITATION, THAT OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR A RESULT TO BE DERIVED FROM THE USE OF ITS PRODUCTS THEREOF, AND RAYSAN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED USER OF SAFETY PRODUCTS, AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF IMPACT RECOVERY SYSTEMS' PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PROVIDE/ SELL SUCH PRODUCTS TO BUYER.

## **LIMITATION OF LIABILITY**

RAYSAN AND ITS DISTRIBUTOR'S AGGREGATE CUMULATIVE LIABILITY AND OBLIGATION SHALL BE TO REPAIR OR REPLACE SUCH QUANTITY OF PRODUCT SOLD TO BUYER WHICH IS PROVEN TO BE DEFECTIVE OR NONCONFORMING, IN A MANNER SUITABLE TO RAYSAN TO ASCERTAIN THE DEFECT OR NONCONFORMITY COMPLAINED OF IF REPORTED TO RAYSAN IN WRITING WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF THE DEFECT OR NONCONFORMITY. IN NO EVENT WILL RAYSAN OR ITS DISTRIBUTOR BE LIABLE IN TORT OR CONTRACT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NONDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS PROFITS, OR DAMAGES ARISING OUT OF ANY CLAIM FOR PERSONAL INJURIES OR DEATH, ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT.