

D. Warranty

Before beginning work, furnish a written warranty for the static scale system

E. Manufacturer's Guarantees and Instructions

Submit manufacturer's guarantees on materials and equipment as well as manufacturer's instruction manuals. The Engineer will transmit these to the Department for future operation and maintenance of the truck scale system. Ensure guarantees are subject to transfer.

IRD Standard Product Warranty Statement

International Road Dynamics Inc. (IRD) warrants all IRD manufactured materials and equipment for a period of one (1) year from the original date of delivery, unless otherwise agreed in writing. This warranty covers the manufacture of the equipment and includes manufacturer's workmanship, material defects, and assembly, but does not include re-installation. This warranty does not cover physical damage caused by improper installation or vandalism, lightning, flood, fire, accident, damage by terrorism, or Acts of God.

The warranty on OEM equipment which IRD resells, whether as standalone equipment or as part of an IRD integrated system, is as provided by the OEM manufacturer.

Warranty for grouts, epoxies and other chemically based materials are conditional on their proper installation prior to the manufacturer's expiry date provided on the packaging.

Customers must inspect all IRD delivered materials and equipment on receipt and must notify IRD within ten (10) calendar days of equipment delivery of any material damage, defects or non-conforming items. In the absence of such notification, all delivered materials and equipment shall be deemed by IRD to have been accepted by the Customer as received.

Materials and equipment that fail during the warranty period may be repaired or replaced at the discretion of IRD. All repairs shall be performed by IRD authorized personnel unless otherwise agreed on a case by case basis. Customers requesting warranty repair or replacement shall return the original materials or equipment properly packaged according to IRD RMA guidelines.

IRD shall not under any circumstances be liable for any special, incidental, indirect or consequential damage, including without limitation, damages from the use or malfunction of the product, loss of profits or revenues or cost of replacement goods, whether IRD has been informed or not in advance of the possibility of such damages.

In addition to the above, IRD Dynax® Axle Sensors and IRD Single Dual Sensors are warranted for one (1) year from the original date of delivery or 2.5 million / 1.0 million axle counts respectively, whichever occurs first. Warranty commences three (3) months after delivery or upon installation, whichever occurs first. The warranty on replacement sensors will be for the remaining balance of the original warranty.

IRD reserves the right to determine sensor warranty based upon subsequent inspection considering factors such as length of time the sensor was installed in a lane, observed sensor wear and/or abuse.

IRD treadle frame warranty is three (3) years from the date of equipment delivery.

Please note that extended warranties are available from IRD. Please ask an IRD Sales Representative for further information.

Georgia

A. Weigh-in-Motion Scale System Warranty

Before beginning construction, warrant the weigh-in-motion scale system equipment in writing against defective material and workmanship.

Furnish the written warranty to the Department when submitting Shop Drawings for approval. Include the provision that warranties are subject to transfer to the Department.

Warrant that for 6 months from the beginning date of the Acceptance Performance Test the equipment will perform according to the contract specifications, operating as intended under conditions required for the equipment.

Have the written warranty accepted and approved by the Department before beginning installation of the weigh-in-motion scale system.

The warranty excludes damage caused by fire, flooding, lightning, accidents, vandalism, or natural disasters.

Provide warranty service within 48 hours of notice that warranty work is required, excluding weekends.