



## Product Warranty

**Basic Warranty.** OMNI Products, Inc. (“OMNI”) warrants to you, the purchaser or assignee of the purchaser (hereafter “You” or “Your”), that OMNI’s rubber and concrete railroad grade crossing surfaces will be free of manufacturing defects and will serve the intended purposes, subject to normal road use and permitted highway vehicles, for a period of six years from the date of initial installation, subject to the terms and conditions set forth below.

**Conditions to the Warranty.** If You believe that OMNI’s grade crossing panels are defective within the warranty period, You must notify OMNI in writing at 3911 Dayton St., McHenry, IL 60050, USA. OMNI or its designee may, at OMNI’s sole discretion, decide to visit the site of the defect to inspect the panels after receiving Your notice, and You agree to provide OMNI or its designee all reasonable access to the site and available information including Your on-site representative if requested by OMNI. If OMNI visits the site and finds the panels to be defective, OMNI shall supply You with replacement panels. OMNI shall not be obligated to supply you with replacement panels if it visits the site and determines that the panels are not defective, or that the defect is due to the factors specified below that void the warranty.

**Shipment of Replacements.** If OMNI Provides You with replacement panels under this warranty, the replacement panels shall be delivered to You at no charge within a time period contingent upon OMNI’s production capacity.

**Limited Warranty.** This warranty shall not apply if You do not comply with the conditions to the warranty set forth above, or if the crossing panels have been improperly installed or maintained or subject to misuse or negligence, have been repaired by any party other than OMNI or its representatives, damaged by any Acts of God, such as hurricane, fire, flood, etc., or if the railroad subgrade, ballast or trackwork were improperly prepared.

**Disclaimer of Other Warranties.** The above warranty is in lieu of all other warranties. OMNI disclaims any other warranty, expressed or implied, including any implied warranty of merchantability or fitness for an intended purpose.

**Limitation of Liability.** Replacement of the crossing panels constitutes OMNI’s sole and maximum responsibility under this warranty. OMNI shall in no event be liable for any lost profits, loss of use, or any indirect, special or consequential damages of any kind. OMNI’s liability extends only to providing replacement panels and does not include any costs associated with removing the old panel and installing the new panel. Warranty claims are subject to full replacement value if made within two years from product shipment date. The replacement value shall decline by 20% each year starting in the third year of the warranty period. For example, any claim made in the third year of the warranty period is eligible for up to 80% of the current replacement cost, 60% in the fourth year, 40% in the fifth year and 20% in the sixth and final year of the warranty period.