



P.O. Box 3
North Billerica, MA 01862

**DETECTABLE WARNING
(5) YEAR PRODUCT WARRANTY**

DATE: TBD

PROJECT: TBD

CONTRACTOR: TBD

ADA SOLUTIONS, INC. ("ADA Tactile Systems") warrants to the Owner and Purchaser that the tactile warning surface ("TWS") product supplied by ADA Solutions, Inc. is free from defects in workmanship and material including deformation, discoloration, fading, and breakage for a period of five (5) years from the date of acceptance of the Project. The warranty is valid only upon proper installation, proper maintenance and payment in full to ADA Solutions, Inc.

EXCLUSIVE REMEDIES: ADA Solutions, Inc., at its cost, will repair or replace any defective material promptly reported during the warranty period. This warranty includes labor costs and cost of removal of the TWS product. Repair or replacements will be done on site.

All ADA Solutions, Inc. TWS products are hereby warranted to comply fully with all applicable ADAAG, Public Rights of Way guidelines Section R304 and the Roadway Design Division.

WARRANTY LIMITATIONS: ADA Solutions, Inc. warranty does not apply to conditions resulting from improper use, improper installation, external causes, acts of God, intentional misuse or abuse, neglected or improper annual maintenance, vandalism, modifications to the TWS product, with the exception of the Owner's right to immediately eliminate an unsafe condition.

DISCLAIMER OF WARRANTY: The above warranty is the Owner's and Purchaser's exclusive warranty. No other warranty expressed or implied shall apply. ADA Solutions, Inc. specifically makes no warranty of merchantability and/or fitness for a particular purpose. (In no event will ADA Solutions, Inc. be liable for any damages, lost profit, consequential or economic damages).

Scott Ober
Vice President

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