



**VantagePegasus®**  
**MANUFACTURER'S WARRANTY**

**Limited Warranty.** For the purposes of this Warranty the “End User” shall be the Purchaser or, if Purchaser is a contractor, distributor or other authorized reseller to whom Iteris delivered Products intended for use by a third party, shall be the intended third party.

**VantagePegasus® Products:** Iteris hardware Products marked with the VantagePegasus name or logo are warranted, at the time of delivery to End User, to conform to Iteris’ published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris’ Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris’ approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, End User must request a Return Material Authorization (“RMA”) before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and End User shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris’ option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire sixty (60) months after the date of delivery of each unit of VantagePegasus Product to Purchaser. Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY UNDER ANY LEGAL OR EQUITABLE THEORY (RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT) FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

**Return Material Authorizations.** Upon request by the End User for an RMA whether for repair, replacement, or credit, Iteris agrees that it will either issue such RMA or provide End User with a written explanation for its refusal to issue the RMA within thirty (30) days of the request by End User. If Iteris provides a Field Replaceable Unit (“FRU”) or replacement Product in advance of receipt of an authorized return and does not receive the returned unit within 30 days of shipment, End User will be invoiced for the FRU or replacement. End User shall pay all shipping costs for items returned to Iteris. For items repaired or replaced under a valid warranty claim, Iteris shall pay shipping costs for return of repaired or replaced item to End User.