

LIMITED WARRANTY

FAAC International, Inc. ("Seller") warrants the first Purchaser of the product to be free from defects in material and workmanship for a specific period as defined below ("Warranty Period"). The Warranty Period commences from the date of invoice.

Brand(s)	Product Type(s)	Warranty Period
FAAC & Viking	Gate Operators	3 years
FAAC	Control Boards, Vehicle Barriers, Bollards, Door Operators, Intercoms	2 years
Viking	Pad Mount Gate Operators	5 years
Magnetic	Vehicle Barriers & Pedestrian Gates	2 years or 2 million cycles (whichever occurs first)
All	All other products	1 year

Control Boards, Accessories or Spare Parts factory installed or sold with any of the products above carry the same warranty period as the product they are sold with, excluding batteries that carry a maximum 2 year warranty.

Products repaired under warranty carry the remainder of the original warranty period. For products repaired outside of warranty, the Seller warrants that all parts used for the repair will be free from defects in materials and workmanship for a period of ninety (90) days.

Defective products must be returned to Seller, freight prepaid by Purchaser, within the warranty period. A Return Material Authorization Number (RMA) must be obtained before product is returned. Items returned will be repaired or replaced, at Seller's option, upon an examination which discloses to the satisfaction of the Seller that the item is defective. The Seller will return the warranted item freight prepaid.

This limited Warranty covers the product under the normal use and service for which it was intended, provided it has been properly installed and operated. Seller's obligations under this warranty shall be limited to the repair or exchange of any part. This warranty shall not apply to products or parts thereof which have been repaired or altered, without Seller's written consent, outside of Seller's workshop or altered in any way so as, in the judgment of Seller, to affect adversely the stability or reliability of the product(s) or has been subject of misuse, negligence, or accident, or has not been operated in accordance with the product's instructions or has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such product(s).

When the warranty service involves the exchange of an operator or part, the item the Seller replaces becomes its property and the replacement becomes Purchaser's property. The Purchaser represents that all removed items are genuine and unaltered. The replacement may not be new but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

The products are not warranted to meet the specific requirements, if any, of safety codes of any particular state, municipality, or other jurisdiction, and the Seller doesn't assume any risk or liability

whatsoever resulting from the use thereof, whether used singly or in combination with other machines or apparatus.

The Seller does not assume nor authorizes any person to assume for them any other liability in connection with the sale or use of the products of beyond that extended herein.

The warranty hereinabove set forth shall not be deemed to cover maintenance parts, including, but not limited to hydraulic oil, motor brushes, or the like. No agreement to replace or repair shall constitute an admission by the Seller of any legal responsibility to effect such replacement to make such repair, or otherwise.

All products sold by the Seller are subject to design and/or appearance modifications, which are production standards at the time of shipment. The Seller may, but shall not be required to, modify or update products shipped prior to a current production standard.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. THIS WARRANTY SHALL NOT APPLY TO PRODUCTS OR ANY PART THEREOF WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE OR IF DAMAGE WAS DUE TO IMPROPER INSTALLATION OR USE OF IMPROPER POWER SOURCE, OR IF DAMAGE WAS CAUSED BY FIRE, FLOOD, LIGHTNING, ELECTRICAL POWER SURGE, EXPLOSION, WIND STORM, HAIL, AIRCRAFT OR VEHICLES, VANDALISM, RIOT OR CIVIL COMMOTION, OR ACTS OF GOD.

The Seller shall not be liable for any loss or damage whatsoever resulting, directly or indirectly, from the use or loss of use of the product(s). Without limiting the foregoing, this exclusion from liability embraces a Purchaser's expenses for downtime or for making up downtime, lost profit, damages for which the Purchaser may be liable to other persons, damage to property, and injury to or death of any persons.

This limited warranty extends only to wholesale customers who buy directly through the Seller's normal distribution channels. The Seller does not warrant its products to end consumers. Consumers must inquire from their selling dealer as to the nature and extent of that dealer's warranty, if any.

THE LIMITED WARRANTY OFFERED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER. CORRECTION OF DEFECTS, IN THE MANNER AND FOR THE PERIOD OF TIME DESCRIBED HEREIN, SHALL CONSTITUTE THE COMPLETE FULFILLMENT OF ALL LIABILITIES OF SELLER TO THE PURCHASER WITH RESPECT TO THE COVERED PRODUCT, AND SHALL CONSTITUTE FULL SATISFACTION OF ALL CLAIMS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF SELLER'S BREACH OF THIS LIMITED WARRANTY, OR ARISING OUT OF THE CUSTOMER'S INABILITY TO USE THE COVERED PRODUCT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to a particular Purchaser. This Limited Warranty gives the Purchaser specific legal rights. The Purchaser may also have other rights, which vary from state to state.