

3-YEAR LIMITED WARRANTY

Pro Access Systems, Inc. warrants the following products only to be free from defects in material and workmanship under normal use and service for a period of three (3) years after the date of purchase by the original customer.

Aluminum Gates

NOTE: This three-year limited warranty covers only the products listed above manufactured after November 1, 2012. Products manufactured prior to this date are covered by the warranty in effect at the time of their manufacture. Other products not listed above are covered under a separate manufacturer's warranty.

Pro Access Systems, Inc. sole obligation under this warranty is limited to repairing or replacing, at our option, any parts which shall be determined by Pro Access Systems, Inc. to be defective, and is conditioned upon the original customer giving written notice of any such defect to Pro Access Systems, Inc. within the warranty period. Pro Access Systems, Inc. reserves the sole right to make the final decision whether there is a defect in materials and/or workmanship, and whether or not the product is within the warranty period. Pro Access Systems, Inc. is not responsible for any damages or other cost proximately caused by or which may result from installation, handling, non-recommended operation abuse, or modifications not authorized by Pro Access Systems, Inc. or for any damages which may arise out of use of the product.

EXCLUSIONS: This warranty does not cover normal wear and maintenance items including, but not limited to; trolley assemblies and bottom guide rollers. This warranty also does not cover weathering or normal environmental aging including fading or oxidation of surfaces or finishes.

This warranty shall not apply to any Pro Access Systems, Inc. product which has been subject to misuse, neglect, accident, or to use in violation of instructions furnished including improper installation, or to products damaged by Acts of God (lightning strikes, power surges, floods, fire, natural disaster, etc.) or extended to units which have been repaired or altered outside of the factory.

This warranty covers repairs only by Pro Access Systems, Inc. certified welders, and any repairs must be made at the factory or place designated in writing by Pro Access Systems, Inc. Any product or parts must be returned to Pro Access Systems, Inc. 116 Paul Street, Elburn, IL 60119, freight prepaid. Pro Access Systems, Inc. will pay ground freight only via the carrier of our choice on our return of repaired or replaced items in warranty. Pro Access Systems, Inc. will not be responsible for any costs incurred involving on site service calls, or for any labor charges incurred in the removal or replacement of defective parts.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF PRO ACCESS SYSTEMS, INC. ACCORDINGLY, PRO ACCESS SYSTEMS, INC. ASSUMES NO LIABILITY OR OBLIGATION WHATSOEVER IN THE SALES OF THIS PRODUCT INCLUDING ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES TO YOU OR ANY OTHER PERSON, PROPERTY OR ENTITY RESULTING FROM THE USE OR POSSESSION THEREOF. OUR MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH, WARRANTIES IMPLIED BY LAW ARE LIMITED IN DURATION TO THE THREE-YEAR PERIOD DESCRIBED ABOVE.

This warranty gives you specific legal rights, and you may have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion of incidental or consequential damages, so the above limitations or exclusion may not apply to you.