



AutoGate Limited Warranty

AutoGate warrants **only** that its products are free from defects in materials and workmanship for a period of five (5) years on Residential applications and three (3) years on Commercial applications, such period beginning on the original **date of shipment from the factory**. AutoGate's obligation under this limited warranty shall be **limited to the repair or replacement only** of such products that, upon AutoGate's examination, and in AutoGate's sole discretion, are determined to be defective in materials or workmanship. This warranty **specifically excludes dismantling and/or installing such products**. Any products repaired or replaced as provided herein shall be subject to warranty only for the remainder of the time applicable to the original warranty period.

AutoGate shall determine whether correction of any defect or failure under this warranty shall be by repair or replacement. **AutoGate's liability hereunder shall not arise unless all repairs to the product are made under the supervision of, or with the prior written approval of, AutoGate**. Shipping costs incurred in returning defective products shall be prepaid to AutoGate. If AutoGate's examination of the product determines the product to be defective as herein defined, return shipment shall be prepaid by consignee. Title to any replaced material shall pass to AutoGate. **This warranty does not cover** product accessories, parts, or attachments that are not manufactured by AutoGate, except to the extent of the warranty, if any, given to AutoGate by the actual manufacturer. All claims filed under this warranty must be presented to AutoGate in writing and delivered by **registered or certified mail** during the warranty period and **not more than 30 days after notice of any apparent defect**. Any replacement parts provided hereunder will be shipped UPS Regular Ground pre-paid by AutoGate. Any additional shipping charges incurred at the request of the customer (Next Day Air, 2nd Day Air, etc.) will be the responsibility of the customer and not refunded.

This limited warranty is extended to the **original owner** of the products purchased hereunder and is non-transferable and non-assignable. **This warranty does not cover** ordinary wear and tear, appearance, damage caused by misuse, abuse, neglect, alterations, unauthorized repairs, or failure to maintain the product as directed by AutoGate.

No other party, including Original Equipment Manufacturers, Distributors, Dealers, or installers, is **authorized to make any other representation or warranty**, or assume or create any obligation on behalf of AutoGate other than by referring the customer to this warranty.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN. IN NO EVENT SHALL AUTOGATE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FOR PROPERTY DAMAGE OR PERSONAL INJURY, TO ANY PERSON, WITHOUT LIMITATION, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, NOR ANY CLAIMS WHATSOEVER OF ANY THIRD PARTIES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

AG# _____ Manufactured Date _____