



## SPEEDGATE 2 YEAR LIMITED PRODUCT WARRANTY

For a period of 2 Years from date of delivery, Wallace International ("WI") warrants the product delivered to Buyer as follows: (1) the hardware shall be free from defects in material and workmanship and will conform to the applicable WI specification and the terms of this proposal, and (2) the software and firmware will conform to the applicable WI specifications and the terms of use.

This warranty shall be construed and interpreted in accordance with the provincial law of Manitoba and the common law of the government of Canada.

If a defect occurs during the warranty period, Buyer shall return the product to a WI facility for repair or replacement. WI shall determine in its sole discretion whether to repair or replace any defective product covered by this warranty. Buyer shall prepay the cost of shipping the product to WI or to the designated facility and bear the risk of loss while the product is in transit. WI shall pay the shipping charges to return the product to the Buyer and bear the risk of loss during transit, unless WI determines that the defect is not covered by this warranty, in which event WI shall immediately notify the buyer and request instruction regarding disposition. Buyer's sole and exclusive remedy for defects in products covered by this warranty is limited to the correction of the defect by repair or replacement.

The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications of the product or improper site preparation or maintenance. This warranty shall also not apply to products that have been subjected to testing for other than specified electrical characteristics or have been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, assembly or processing that alters physical or electrical properties.

**IN NO EVENT SHALL WI BE LIABLE BY VIRTUE OF ANY WI WARRANTY OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM THE USE OR LOSS OF USE OF THE PRODUCT OR OTHERWISE. THIS WARRANTY SHALL BE APPLICABLE ONLY IF THE PRODUCT SHALL STILL BE THE PROPERTY OF THE ORIGINAL BUYER OR USER (OR IF THE ULTIMATE BUYER OR USER IS A NATIONAL GOVERNMENT ORGANIZATION). NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED AND INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE HAS BEEN OR WILL BE MADE BY OR ON BEHALF OF WI OR BY OPERATION OF LAW WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, USE, OPERATION, REPLACEMENT OR REPAIR. THIS WARRANTY WILL BE CONSIDERED NULL AND VOID IF THE MAINTENANCE PROCEDURES AS OUTLINED IN THE OWNER'S MANUAL HAVE NOT BEEN ADHERED TO AND DOCUMENTED.**

**Additional Warranty-** Wallace International hinges carry a **Lifetime Warranty** and should failure occur at any time during the lifecycle of the gate they will be replaced at no charge to the Buyer.