

14055 US Highway 431 Wellington, AL 36279 (256) 892-1604 sales@gate-builders.com

Lifetime Limited Warranty (Parts Only)

Gate Builders hereby guarantees its gates to be free of defects in design, materials, and workmanship for the lifetime of the gates from date of installation or from date of shipment by Gate Builders in accordance with the following warranty conditions:

- GATE BUILDERS shall repair or replace any defect proved to be of material or workmanship as deemed by GATE BUILDERS. Liability shall be limited to the cost of providing replacement parts for the Gate and under no circumstance will the warranty cover any indirect or consequential damages of any kind. Any liability GATE BUILDERS provides with the Gate shall terminate upon the expiration date of the applicable period of warranty set forth above.
- 2. GATE BUILDERS shall be solely responsible for the design and manufacture of the Gate hereunder. GATE BUILDERS assumes responsibility for the repair and/or replacement of any defected part returned. Transportation costs are the responsibility of the Customer and are to be prepaid by the Customer. Any claim under this warranty must be made to GATE BUILDERS, Customer Service Department, PO Box 709, Alexandria, AL 36250, Telephone (256) 892-1604, within 60 days after such defect is discovered or should have been discovered by the exercise of due diligence. GATE BUILDERS's examination of the defected part or parts in question shall be the sole means of determining if the product is defective and whether or not failure was due to normal use and service.
- 3. This warranty shall not apply to any defects caused by negligence, abuse, misuse, alteration, accident or faulty adjustment. The warranty is also conditioned upon proper installation of the Gate by the Customer in accordance to instructions provided by GATE BUILDERS. The warranty is further conditioned upon strict adherence to operation, maintenance and safety instructions set forth by GATE BUILDERS's instructions furnished by GATE BUILDERS.
- 4. In making claims under this warranty, the Customer must call GATE BUILDERS' Customer Service Department and request a Return Material Authorization (RMA) Number before returning (prepaid) defected part or parts to GATE BUILDERS's Customer Service Department at 14055 US Highway 431 South, Wellington, AL 36279. The Customer shall identify any part returned with the Gate Model Number, date of installation, and description of defect or reason for failure. If GATE BUILDERS deems the part defective, the part will be repaired or replaced under the guidelines stated in this warranty. In the event the Customer has already purchased the replacement part, a credit will be issued to the Customer for the defective part.
- 5. GATE BUILDERS reserves the right to make changes and improvements in the design and material in the Gate.
- 6. The warranty set forth within this document is in lieu of any and all other warranties or implied warranties, including warranties of merchantability and fitness. The Customer acknowledges that no other representations were made to it or relied upon it with respect to the quality and function of the goods herein sold. GATE BUILDERS will not assume or authorize any other person to assume for it any other liability in connection with the sale of the product.
- GATE BUILDERS makes no warranty whatsoever in respect to accessories or parts not supplied by it or its authorized distributors.
- 8. The term "Customer", to whom and only whom this warranty applies, shall be deemed to mean that entity for which the product was originally sold.