



5 YEAR LIMITED WARRANTY

Jamieson Manufacturing Co. (“Jamieson”) warrants only that its gates will be free from defects in material and workmanship under normal use for a period of five (5) year from date of shipment if, but only if, the gate has been properly installed and operated. Jamieson’s obligation under this warranty is limited to, at Jamieson’s option, the repair or exchange of any part appearing to its satisfaction to be defective in material or workmanship or the refund of the purchase price if Jamieson is unable, by repair or replacement, to make the gate operate in a normal manner under normal use. This limited warranty does not obligate Jamieson to bear any transportation, shipping, removal, installation or other expenses in connection with such gate or the inspection, repair or replacement of any defective parts. To obtain warranty service, purchaser must deliver the gate or defective part to Jamieson’s facility or other point designated by Jamieson. **THIS LIMITED WARRANTY IS PURCHASER’S EXCLUSIVE REMEDY.** It is extended only to the original purchaser and is non-transferable and non-assignable to any other purchaser or subsequent owner.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR USE AND THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE) AND OF ALL OTHER OBLIGATIONS OR LIABILITIES OF JAMIESON. JAMIESON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THIS GATE. THIS LIMITED WARRANTY SHALL NOT APPLY TO THIS GATE OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO (1) ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, MISUSE, OR IMPROPER INSTALLATION, OPERATION OR SERVICE; (2) DAMAGE BY FLOOD, FIRE, OTHER CASUALTY, ACTS OF GOD, RIOTS, INSURRECTIONS, WAR OR TERRORISM; OR (3) USE IN HARSH INDUSTRIAL, COASTAL OR MARINE ENVIRONMENTS. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

JAMIESON MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES, COMPONENT PARTS OR ATTACHMENTS NOT MANUFACTURED OR SUPPLIED BY JAMIESON, INCLUDING BUT NOT LIMITED TO, ACCESS CONTROL GATE OPERATORS AND RELATED HYDRAULIC AND ELECTRONIC SYSTEMS. ALL SUCH ITEMS ARE SOLD TO PURCHASER ON AN “AS-IS” BASIS, EXCEPT TO THE EXTENT OF ANY WARRANTY GIVEN TO JAMIESON BY THE ACTUAL MANUFACTURER. THIS LIMITED WARRANTY EXCLUDES ALL COSTS ARISING FROM ROUTINE MAINTENANCE, INCLUDING REPLACEMENT PARTS REQUIRED FOR ROUTINE MAINTENANCE. Jamieson reserves the right to modify, alter or improve its gates, or parts thereof, at any time without incurring any obligation to modify, alter, improve or replace the gate or any parts thereof, previously sold. Jamieson shall not be liable for normal manufacturing defects, customary variations from specifications, or defects arising from designs or other specifications supplied by Purchaser.

IT IS UNDERSTOOD AND AGREED THAT JAMIESON’S LIABILITY AND PURCHASER’S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL JAMIESON BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, AND OTHER ADDITIONAL EXPENSES, EVEN IF JAMIESON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE STATED FOR THE GATE IS A CONSIDERATION IN LIMITING JAMIESON’S LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

JAMIESON WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES AS A RESULT OF PURCHASER’S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE.

NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF JAMIESON. THIS WARRANTY SHALL APPLY ONLY WITHIN THE BOUNDARIES OF THE CONTINENTAL UNITED STATES AND CANADA. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Advice of Jamieson’s technical staff may be available to the trade, but Jamieson, not controlling or supervising the subsequent installation of its products or their use after sale, does not warrant or guarantee such advice. **SPECIAL ORDERS:** If any material shall be manufactured and/or sold by Jamieson to meet Purchaser’s particular specifications or requirements, Purchaser shall defend, protect, and save harmless Jamieson against all suits at law or in equity and from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent and shall defend any suit or actions which may be brought against Jamieson for any alleged infringement because of the manufacture and/or sale of the material covered thereby.