Limited Warranty

FAAC International, Inc., d.b.a. Magnetic Autocontrol (‘Magnetic Autocontrol’), warrants that all products manufactured by Magnetic Autocontrol will be free from any defects in material and workmanship for the warranty periods described below under normal operating conditions when installed in accordance with Magnetic Autocontrol’s installation instructions, normal wear and tear excepted. Please contact Magnetic Autocontrol if you are uncertain whether specific parts are covered under warranty for a particular product.

The warranty period for the following Magnetic Autocontrol products is:

Vehicle Barriers  2 years or 2 million cycles whichever occurs first
Pedestrian Gates  1 year or 2 million cycles whichever occurs first
Loop Detectors  1 year

The warranty period shall start from the date of shipment of the product by Magnetic Autocontrol. In no event shall the limited warranty provided hereunder for any product extend for more than 2 years from the date the product was shipped by Magnetic Autocontrol\(^1\).

During the warranty period, Magnetic Autocontrol will repair or replace at its option, any of its products which have been found to be defective. A Return Material Authorization Number (RMA) must be obtained before product is returned, and products must be shipped freight prepaid to Magnetic Autocontrol; 3160 Murrell Road; Rockledge, FL 32955. Magnetic Autocontrol is not responsible for removal, installation, or any incidental expenses incurred in shipping the product to or from Magnetic Autocontrol. This limited warranty extends only to the original purchaser of the product from Distributor / Dealer and shall not cover repair, labor or replacement of parts that are by nature expendable. Distributor / Dealer agrees to deliver the Magnetic Autocontrol Limited Warranty then in effect to each of its customers at the time of sale. Distributor / Dealer shall have no authority to bind Magnetic Autocontrol to any warranty beyond that extended herein. All Magnetic Autocontrol products are subject to design and/or appearance modifications, which are production standards at the time of shipment. Magnetic Autocontrol may, but shall not be required, to, modify or update products shipped prior to a current production standard.

MAGNETIC AUTOCONTROL OFFERS NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIMITED WARRANTIES OFFERED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER. CORRECTION OF DEFECTS, IN THE MANNER AND FOR THE PERIOD OF TIME DESCRIBED HEREIN, SHALL CONSTITUTE THE COMPLETE FULFILLMENT OF ALL LIABILITIES OF MAGNETIC AUTOCONTROL TO THE PURCHASER WITH RESPECT TO THE COVERED PRODUCT, AND SHALL CONSTITUTE FULL SATISFACTION OF ALL CLAIMS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL MAGNETIC AUTOCONTROL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF MAGNETIC AUTOCONTROL’S BREACH OF THIS LIMITED WARRANTY, OR ARISING OUT OF THE CUSTOMER’S INABILITY TO USE THE COVERED PRODUCT, EVEN IF MAGNETIC AUTOCONTROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to a particular purchaser. This Limited Warranty gives the purchaser specific legal rights. The purchaser may also have other rights, which vary from state to state.

\(^1\) Unless purchaser opts to also purchase an extended warranty for the product at the time of the initial product purchase.