

LIMITED WARRANTY

To the original purchaser only: FAAC International, Inc., warrants, for twenty-four (24) months from the date of invoice, the gate operator systems and other related systems and equipment manufactured by FAAC S.p.A. and distributed by FAAC International, Inc., to be free from defects in material and workmanship under normal use and service for which it was intended *provided* it has been properly installed and operated. FAAC International, Inc.'s obligations under this warranty shall be limited to the repair or exchange of any part of parts manufactured by FAAC S.p.A. and distributed by FAAC International, Inc. Defective products must be returned to FAAC International, Inc., freight prepaid by purchaser, within the warranty period. Items returned will be repaired or replaced, at FAAC International, Inc.'s option, upon an examination of the product by FAAC International, Inc., which discloses, to the satisfaction of FAAC International, Inc., that the item is defective. FAAC International, Inc. will return the warranted item freight prepaid. The products manufactured by FAAC S.p.A. and distributed by FAAC International, Inc., are not warranted to meet the specific requirements, if any, of safety codes of any particular state, municipality, or other jurisdiction, and neither FAAC S.p.A. or FAAC International, Inc., assume any risk or liability whatsoever resulting from the use thereof, whether used singly or in combination with other machines or apparatus.

Any products and parts not manufactured by FAAC S.p.A. and distributed by FAAC International, Inc., will carry only the warranty, if any, of the manufacturer. This warranty shall not apply to any products or parts thereof which have been repaired or altered, without FAAC International, Inc.'s written consent, outside of FAAC International, Inc.'s workshop, or altered in any way so as, in the judgment of FAAC International, Inc., to affect adversely the stability or reliability of the product(s) or has been subject to misuse, negligence, or accident, or has not been operated in accordance with FAAC International, Inc.'s or FAAC S.p.A.'s instructions or has

been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such product(s). Neither FAAC S.p.A. or FAAC International, Inc., shall be liable for any loss or damage whatsoever resulting, directly or indirectly, from the use or loss of use of the product(s). Without limiting the foregoing, this exclusion from liability embraces a purchaser's expenses for downtime or for making up downtime, damages for which the purchaser may be liable to other persons, damages to property, and injury to or death of any persons. Neither FAAC S.p.A. or FAAC International, Inc., assumes nor authorizes any person to assume for them any other liability in connection with the sale or use of the products of FAAC S.p.A. or FAAC International, Inc. The warranty hereinabove set forth shall not be deemed to cover maintenance parts, including, but not limited to, hydraulic oil, filters, or the like. No agreement to replace or repair shall constitute an admission by FAAC S.p.A. or FAAC International, Inc., of any legal responsibility to effect such replacement, to make such repair, or otherwise. This limited warranty extends only to wholesale customers who buy directly through FAAC International, Inc.'s normal distribution channels. FAAC International, Inc., does not warrant its products to end consumers. Consumers must inquire from their selling dealer as to the nature and extent of that dealer's warranty, if any.

This warranty is expressly in lieu of all other warranties expressed or implied including the warranties of merchantability and fitness for use. This warranty shall not apply to products or any part thereof which have been subject to accident, negligence, alteration, abuse, or misuse or if damage was due to improper installation or use of improper power source, or if damage was caused by fire, flood, lightning, electrical power surge, explosion, wind storm, hail, aircraft or vehicles, vandalism, riot or civil commotion, or acts of God.