



LIMITED 1-YEAR WARRANTY – ENTRY BARRIER GATES

Plymouth Industries, Inc. warrants that its Entry Barrier Gate products, including driveway barrier gates and manual swing entry gates (the “Product”), shall, at the time of sale, conform to Plymouth Industries, Inc.’s standard specifications and be free from defects in material and workmanship.

This Limited Warranty applies only to Products manufactured and assembled by Plymouth Industries, Inc. and is effective for a period of one (1) year from the date of first sale by Plymouth Industries, Inc. (the “Warranty Period”). This Limited Warranty is the only warranty provided by Plymouth Industries, Inc. and is in lieu of all other warranties.

This Limited Warranty does not cover:

- Normal wear and tear
- Cosmetic finishes subject to environmental exposure (including paint, coatings, or galvanizing affected by weather, corrosion, chemicals, or salt)
- Damage resulting from impact, vehicle collision, abuse, misuse, vandalism, or unauthorized modification
- Improper installation, improper anchoring, or failure to install in accordance with provided instructions and applicable codes
- Damage resulting from improper maintenance or failure to perform routine inspections
- Wear items, consumables, or components intended for periodic replacement
- Damage caused by Acts of God, including but not limited to windstorms, flooding, lightning, seismic activity, or other natural events

All warranties are void if the Product is improperly installed, altered, disassembled, modified, misused, overloaded, or maintained in a manner inconsistent with Plymouth Industries, Inc.’s installation and maintenance guidelines.

Warranty Claim Procedure

If Buyer discovers a defect or nonconformity within the Warranty Period, Buyer must notify Plymouth Industries, Inc. in writing within thirty (30) days of discovery and in no event later than one (1) year from the date of first sale. Written notice must include:

1. Product name and model number
2. Date of purchase
3. Detailed description of the claimed defect or nonconformity
4. Installation location and photographs, if requested

Failure to provide timely written notice shall void this Limited Warranty.

Upon receipt of proper notice, Plymouth Industries, Inc. will review the claim and provide instructions regarding inspection, repair, or replacement. In many cases where replacement parts are required, Buyer may be required to purchase replacement parts (via purchase order or major credit card) and return the alleged defective parts freight prepaid for evaluation. If the returned parts are determined by Plymouth Industries, Inc. to be defective in material or workmanship, a credit will be issued.

No Product shall be returned without prior written authorization from Plymouth Industries, Inc.

Exclusive Remedy and Limitation of Liability

If the Product fails to conform to this Limited Warranty and such failure is not due to misuse, improper installation, modification, environmental exposure, or lack of maintenance, Plymouth Industries, Inc.'s sole obligation shall be, at its option:

- Repair of the defective Product or component;
- Replacement of the defective Product or component; or
- Issuance of a credit not to exceed the original purchase price paid for the defective Product or component.

In no event shall Plymouth Industries, Inc.'s liability exceed the purchase price paid for the Product or the defective component thereof.

Plymouth Industries, Inc. hereby disclaims and excludes all other warranties, whether express, implied, or statutory, including without limitation any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, and any implied warranties arising from course of dealing or usage of trade.

Exclusion of Damages

In no event shall Plymouth Industries, Inc. be liable for any incidental, special, indirect, consequential, or punitive damages, including but not limited to loss of use, loss of revenue, loss of profits, property damage, personal injury, project delay costs, or other commercial losses arising out of or related to the Product, whether based on breach of warranty, breach of contract, negligence, strict liability, or any other legal theory.

Buyer expressly waives and releases any claim for such damages.

Arbitration

This Limited Warranty constitutes the entire agreement between the parties regarding warranty coverage for the Product and supersedes all prior oral or written representations, agreements, or understandings relating to the Product.

If any provision of this Limited Warranty is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the maximum extent permitted by law to effectuate the intent of the parties.

In the event of any dispute relating to performance, warranty coverage, or Product nonconformity, the parties agree that such dispute shall be resolved by binding arbitration in accordance with applicable arbitration rules. Each party hereby waives any claim for punitive or exemplary damages in connection with any such dispute.