



## BayWatch Warranty

The BayWatch High-Performance Door purchased by you (Buyer) should not be installed or operated before you read all associated product manuals explaining the proper method of installing, operating, and maintaining the equipment.

BayWatch Enterprises (Seller) warrants that the BayWatch High-Performance Door (Product) sold to the Buyer will be free of defects in materials and workmanship under normal use for a period of twelve (12) months from the date of shipment of the Product from the Seller's plant. The polycarbonate door panels will be free of defects in materials and workmanship under normal use for a period of sixty (60) months from the date of shipment of the Product from the Seller's plant. Electrical components are warranted for a period of twelve (12) months from the date of shipment. If within the applicable period any Products shall be proved to the Seller's satisfaction to be defective, such Products shall be repaired or replaced at the Seller's option. Such repair or replacement shall be the Seller's sole obligation and the Buyer's exclusive remedy hereunder and shall be conditioned upon the Seller receiving written notice of any alleged defect within ten (10) days after its discovery and, at the Seller's option, return of such Product to the Seller, f.o.b. its factory. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, AND THE SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

PARTS AND ASSEMBLIES sold separately by BayWatch Enterprises that fail due to defects in material or workmanship within ninety (90) days from the date of shipment will be replaced under warranty provided installation has been carried out in accordance with all BayWatch procedures. This warranty is limited to providing a replacement part only. This warranty does not cover freight, special charges, or any costs associated with the installation of the replacement part.

Any description of the Product, whether in writing or made orally by the Seller or the Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering or similar materials used in connection with the Buyer's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by the Seller or the Seller's agents regarding the use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by the Seller.

The Seller's liability with respect to the Product sold to the Buyer shall be limited to the warranty provided herein. **THE SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY THE SELLER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO.** Without limiting the generality of the foregoing, the Seller specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, downtime, shutdown, or slowdown costs, or for any other types of economic loss, and for claims of the Buyer's customers or any third party for any such damages. **THE SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

This warranty shall be void in its entirety if the failure of any product shall be caused by any installation, operation, or maintenance of the Product which does not conform with the requirements set forth by the Seller in the applicable product manuals or is the result of any cause other than a defect in the material or workmanship of the Product.