

NOVA DEFENDER GATE™

STANDARD PRODUCT WARRANTY

NOVA TECHNOLOGY INTERNATIONAL, LLC warrants that its products will be free from defects in design, materials and workmanship for a period of one (1) year from the date of shipment. All claims for breach of this warranty must be made within 30 days after the defect is detected, or can with reasonable care be discovered. In no event shall any claim be made more than 30 days after this warranty has expired. In order to be entitled to the benefits of this warranty, the product must have been properly installed, maintained and operated in accordance with all manufacturer's recommendations and/or specified design parameters and not otherwise have been subject to abuse, misuse, misapplication, acts of nature, overloading, unauthorized repair or modification, application in a corrosive environment or lack of maintenance.

In the event of a defect, as determined by NOVA TECHNOLOGY INTERNATIONAL, LLC, covered by this warranty, NOVA TECHNOLOGY INTERNATIONAL, LLC shall remedy such defect by repairing or replacing any defective equipment or parts, bearing the cost for the parts, labor and transportation. This shall be the exclusive remedy for all claims, whether based on contract, negligence or strict liability.

PRODUCT SPECIFIC WARRANTY DEFENDER GATE™

In addition to the Standard Product Warranty provided with all NOVA Products, NOVA TECHNOLOGY INTERNATIONAL, LLC guarantees materials, components and workmanship to be free of defects for the following extended periods, provided the purchaser maintains and operates the Defender Gate™ in accordance with the Owner's Manual:

- **Extended 2-Year General Warranty**—for a period of two (2) years from date of shipment, this warranty specifically applies to the bollards and latching mechanism only.
- **Extended 5-Year Structural Warranty**—for a period of five (5) years from date of shipment, product will carry a prorated structural warranty. This warranty specifically applies to the center section only.

WARRANTY LIMITATIONS

THE ABOVE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOVA TECHNOLOGY INTERNATIONAL, LLC AND ITS SUBSIDIARIES SHALL NOT IN ANY EVENT BE LIABLE TO ANYONE, INCLUDING THIRD PARTIES, FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR LOSS OF GOODWILL.

