

## LIMITED WARRANTY

Hayward Turnstiles, Inc. warrants its products to be free of defects in material and workmanship for a period of (1) year from the date of shipment. This warranty applies only to the original product which was shipped to the original customer. Any damaged sustained to the product during shipping shall not be covered under this warranty. All orders must be inspected, in their entirety, for visible and concealed shipping damage within (5) business days of receipt. Hayward Turnstiles, Inc. is not responsible for shipping damage after this time. Hayward Turnstiles, Inc. must be notified immediately upon discovery of damage. Unreported damage may also void the manufacturer warranty.

Hayward Turnstiles has no control over the installation, attachment and/or the connections made to electrical and electronic part(s) within the turnstile, therefore no warranty or implied warranty on electrical part(s) or components shall be deemed as part of the original warranty herein. This warranty does not cover the repair or replacement of any part(s) or materials which are damaged or altered due to customer misuse or abuse. Alterations, additions, or modifications to the mechanical components, electrical systems, or cabinet will, void the warranty.

The purchaser shall contact the Customer Service at 203-647-9147 and request a Return Authorization Number prior to the return of any items, as the company may waive the requirement of return.

Hayward Turnstiles, Inc. will repair or replace, at its option, part(s) covered under warranty that have been preauthorized and returned to our factory at 39 N Plains Industrial Road, Wallingford, CT 06492. Hayward Turnstiles will inspect the returned product and reserves the right to determine whether a defect exists for which it is responsible under this warranty. If part is determined to be defective or faulty due to our workmanship or material, it will be repaired, or at our option, replaced at no cost for such part. The purchaser shall bear the cost of returning the part(s) to the factory and/or any labor cost incurred for removal and/or installation. Subsequent warrants to replaced or repaired part(s) shall extend no longer than ninety (90) days after such replacement or repair.

This warranty does not cover labor costs to install or reinstall the replaced part(s) or other costs or expenses that might be incurred as a result of such defective part(s). Nor does it cover loss of time, inconvenience, loss of use, incidental or consequential damages arising from defective parts, or delays of construction costs for late or damaged delivery, or other matters not specifically included.

Unless expressly authorized by a Hayward Turnstiles representative, the Hayward Turnstiles warranty is voided if the company purchasing the products from Hayward Turnstiles is not the company conducting the installation of the said products. Hayward Turnstiles representatives make this policy clear to all potential purchasers. This policy is also found in our standard terms and conditions. This policy is instituted to ensure proper installation of our products.

## **Implied Warranties:**

There are no implied warranties, including warranties of merchantability and fitness for a particular purpose. There are no other warranties or responsibilities, expressed or implied, due to the wide variety of conditions for which the product may be purchased, installed, or used. No individual, integrator, or contractor is sanctioned to create any liabilities or obligations on the part of Hayward Turnstiles, Inc. not mentioned herein or implied or imposed by law. To the extent permitted by law, and subject to the specification warranty, this warranty is exclusive, in lieu of and excludes all other warranties, expressed or implied, including merchantability and fitness for a particular purpose. To the extent permitted by law, Hayward Turnstiles, Inc. liability is limited solely and exclusively to repair or replacement as set forth herein and does not include any liability whatsoever for any incidental or other damages of any kind whatsoever, whether a claim is based upon a theory of contract, negligence or tort.

## **Governing Law:**

The Hayward Turnstiles one (1) year limited warranty shall be governed by the laws of the State of Connecticut. Any claim or conflict arising out of this warranty or the purchase of goods from Hayward Turnstiles, Inc. shall be submitted for settlement to the American Arbitration Association. Failure to submit any claim or conflict arising out of this warranty to arbitration, shall be a complete defense to the institution or further prosecution of any other legal proceeding.