

# Ecogate One Year Limited Warranty

Important: Evidence of original purchase, such as a receipt or invoice, is required for warranty service.

WARRANTOR: ECOGATE, INC. (ECOGATE)

ELEMENTS OF WARRANTY: ECOGATE warrants, one year, to the original owner, the ECOGATE product to be free from defects in material and craftsmanship with only the limitations or exclusions set out below.

WARRANTY DURATION: This warranty to the original user shall terminate and be of no further effect 12 months after the date of the original sale. The warranty is invalid if the Product is:

- A. Damaged or not maintained as reasonable and necessary, such as performing regular cleaning, timely repairs, and following the maintenance guidelines provided in the manual.
- B. Modified, altered, or used as a conversion system or any configuration not approved by ECOGATE.
- C. Improperly installed.
- D. Serviced or repaired by someone other than ECOGATE's technician or an authorized service agent for a defect or malfunction covered by this warranty.
- E. Used in any manner inconsistent as part of a system not manufactured by ECOGATE without ECOGATE approval. F. Installed by anyone other than ECOGATE or ECOGATE certified and trained installation individuals or entities.

STATEMENT OF REMEDY: In the event that the product does not conform to this warranty at any time while this warranty is in effect, warrantor will either, at its option, repair or replace the defective unit and/or any defective parts, or components thereof or refund all charges for parts, labor, and service provided by warrantor's service facility. Warranty work may only be performed by an authorized service agent approved by ECOGATE. Replacement units and/or parts will be new, reconditioned, or of like kind and quality. ECOGATE will cover transportation charges to/from its authorized agents.

THE LIMITED WARRANTY SET FORTH ABOVE IS THE SOLE AND ENTIRE WARRANTY PERTAINING TO THE PRODUCT AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER NOR PROVIDE FOR THE REIMBURSEMENT OR PAYMENT OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Some states do not allow this exclusion or limitation of incidental or consequential damages so the above limitation may not apply in those cases.

LEGAL REMEDIES: This warranty gives you specific legal rights, and the owner may also have other rights which vary from state to state.

PROCEDURE FOR OBTAINING PERFORMANCE OF WARRANTY: If, after following the instructions in the Service Manual for ECOGATE products, you suspect a defective product, please contact the service department of ECOGATE at the address and telephone number listed below.

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(326-4283)